

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF INDIANA  
INDIANAPOLIS DIVISION

ALIXARX LLC,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No.: 1:21-cv-1647
	)	
WILLIAMS-FOSTER GROUP LLC D/B/A	)	
DYCORA TRANSITIONAL HEALTH &	)	
LIVING, DYCORA TRANSITIONAL	)	
HEALTH - CLOVIS LLC, DYCORA	)	
TRANSITIONAL HEALTH - FOWLER	)	
LLC, DYCORA TRANSITIONAL	)	
HEALTH - FRESNO LLC, DYCORA	)	
TRANSITIONAL HEALTH - GALT LLC,	)	
DYCORA TRANSITIONAL HEALTH -	)	
MANCHESTER LLC, DYCORA	)	
TRANSITIONAL HEALTH - MEMORY	)	
CARE FRESNO LLC, DYCORA	)	
TRANSITIONAL HEALTH - QUAIL	)	
LAKE LLC, DYCORA TRANSITIONAL	)	
HEALTH - REEDLEY LLC, DYCORA	)	
TRANSITIONAL HEALTH - SANGER	)	
LLC, DYCORA TRANSITIONAL	)	
HEALTH - WEBER OAKS LLC, AND	)	
JULIANNE WILLIAMS	)	
	)	
Defendants.	)	

**COMPLAINT**

Now comes Plaintiff AlixaRx LLC (“AlixaRx”), and for its Complaint against Defendants Williams-Foster Group LLC d/b/a Dycora Transitional Health and Living; Dycora Transitional Health – Clovis LLC; Dycora Transitional Health – Fowler LLC; Dycora Transitional Health – Fresno LLC; Dycora Transitional Health – Galt LLC; Dycora Transitional Health – Manchester LLC; Dycora Transitional Health – Memory Care Fresno LLC; Dycora Transitional Health – Quail Lake LLC; Dycora Transitional Health – Reedley LLC; Dycora Transitional Health – Sanger LLC; Dycora Transitional Health – Weber Oaks LLC; and Julianne Williams, alleges as follows:

## PARTIES

1. AlixaRx is a Texas-based for-profit limited liability corporation, organized under the states of Delaware with its principal place of business in Texas.

2. Williams-Foster Group, LLC d/b/a Dycora Transitional Health & Living (“Dycora”) is a limited liability company organized under the law of Indiana, with its principal place of business in Fresno, Fresno County, California.

3. Dycora Transitional Health - Clovis LLC (“Dycora Clovis”) is a limited liability company organized under the law of California, with its principal place of business in Clovis, Fresno County, California.

4. Dycora Transitional Health - Fowler LLC (“Dycora Fowler”) is a limited liability company organized under the law of California, with its principal place of business in Fowler, Fresno County, California.

5. Dycora Transitional Health - Fresno LLC (“Dycora Fresno”) is a limited liability company organized under the law of California, with its principal place of business in Fresno, Fresno County, California.

6. Dycora Transitional Health - Galt LLC (“Dycora Galt”) is a limited liability company organized under the law of California, with its principal place of business in Galt, Sacramento County, California.

7. Dycora Transitional Health - Manchester LLC (“Dycora Manchester”) is a limited liability company organized under the law of California, with its principal place of business in Fresno, Fresno County, California.

8. Dycora Transitional Health - Memory Care Fresno (“Dycora Memory Care Fresno”) is a limited liability company organized under the law of California, with its principal place of business in Fresno, Fresno County, California.

9. Dycora Transitional Health - Quail Lake LLC (“Dycora Quail Lake”) is a limited liability company organized under the law of California, with its principal place of business in Stockton, San Joaquin County, California.

10. Dycora Transitional Health & Living - Reedley (“Dycora Reedley”) is a limited liability company organized under the law of California, with its principal place of business in Reedley, Fresno County, California.

11. Dycora Transitional Health & Living - Sanger (“Dycora Sanger”) is a limited liability company organized under the law of California, with its principal place of business in Sanger, Fresno County, California.

12. Dycora Transitional Health & Living - Weber Oaks LLC (“Dycora Visalia”) is a limited liability company organized under the law of California, with its principal place of business in Stockton, San Joaquin County, California.

13. Julianne Williams (Ms. Williams) is a citizen of the state of California, with her domicile in California and currently residing in California. Julianne Williams is domiciled in California and so is a citizen of California under 28 U.S.C. § 1332.

14. The parties listed in paragraphs 2 through 15 (collectively, “Defendants”) are engaged in the business and operation of providing long-term care services for which they require pharmacy products.

15. The parties listed in paragraphs 3 through 12 are hereby collectively referred to as the “Dycora Facilities.”

16. Dycora is the corporate parent for each of the Dycora Facilities.

#### **JURISDICTION AND VENUE**

17. The Court has subject matter jurisdiction over this case pursuant to 28 U.S.C. § 1332(a)(1).

18. Each Defendant is subject to the jurisdiction of Indiana courts and this District Court by virtue of their doing or transacting business in Indiana and/or their obligations under the agreement upon which AlixaRx's claims arise—specifically, the agreement's forum selection clause.

19. Venue is proper in this jurisdiction pursuant to 28 U.S.C. § 1391(b)(2) and (b)(3) for the reasons described in paragraphs 1-19.

### **FACTUAL BACKGROUND**

#### **THE ORIGINAL AGREEMENT**

20. On June 1, 2016, AlixaRx entered into a Pharmacy Provider Agreement (“Original Agreement”, and collectively with amendments, “the Agreement”)) which purports to be between AlixaRx and 21 Dycora subsidiaries, including the Dycora Facilities.

21. The Agreement was negotiated and signed by Ms. Williams on behalf of each of the Dycora Facilities and on behalf of Dycora.

22. On information and belief, Ms. Williams is an owner of Dycora and each of the Dycora Facilities, and Ms. Williams has served as an officer and/or director of Dycora and each of the Dycora Facilities.

23. Dycora acted and continues to act as the alter ego of each of its subsidiaries, and each subsidiary a mere instrumentality of Dycora.

24. The purpose of the Agreement is to engage AlixaRx to act as the sole and exclusive provider of pharmacy products and services for the Dycora Facilities. A true and accurate copy of the Agreement is attached as Exhibit A.

25. As the exclusive provider of pharmacy products for the Dycora Facilities, AlixaRx serves as the pharmacy services and clinical pharmacist provider for individual residents at the Dycora Facilities.

26. As outlined in Section 6.1 of the Agreement, AlixaRx provides Pharmacy Products to the Dycora Facilities for which the Facility has Medicare Part A coverage or where the Facility is paid a per diem or other fixed amount for health care services. AlixaRx then invoices each Dycora Facility for these services pursuant to rates set forth in the Agreement. The Dycora Facilities are then supposed to pay AlixaRx for these charges but have failed to do so.

27. As outlined in Section 6.2 of the Agreement, AlixaRx also provides pharmacy services to patients at the Dycora Facilities who are covered by Medicaid and Medicare Part D. AlixaRx bills Medicaid or Medicare Part D providers directly for these services. Dycora Facilities are then responsible for paying AlixaRx for any non-covered charges.

28. As outlined in Section 6.3 of the Agreement, AlixaRx also provides pharmacy services to patients at the Dycora Facilities who are covered by private insurance. AlixaRx bills private insurance providers directly for these services. Dycora Facilities are then responsible for paying AlixaRx for any non-covered charges.

29. As outlined in Section 13.6 of the Agreement, “neither party may assign any of its respective rights, duties and/or obligations under this Agreement without the prior written consent of the other party.”

30. As further outlined in Section 13.6 of the Agreement, “Facility... shall assign this Agreement to any person or entity which purchases or otherwise acquires the assets and operations of Facility..., and shall cause such person or entity to assume this Agreement.”

31. As further outlined in Section 13.6 of the Agreement, “any sale of the assets or operations of Facility or Pharmacy without such assumption, or the execution of any agreement contemplating the sale of such assets or operations without such an assumption, shall constitute a breach of this Agreement.”

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