IV SOLUTIONS, INC. (“IV Solutions” or “Plaintiff”) complains and alleges against UNITED HEALTHCARE SERVICES, INC. (“UHC” or “Defendant”) and DOES 1 through 500, and each of them, on information and belief as follows:

1. INTRODUCTION

   1. This is a fraud and breach of contract case. The Defendant UHC defrauded Plaintiff IV Solutions and breached contracts that the Defendant was obligated to honor, because the Defendant needed IV Solutions’ services but did not want to pay IV Solutions’
rates. Instead of negotiating a solution with IV Solutions or finding a different provider, the Defendant engaged in a scheme involving third-party contracts, promised payments, partial payments, extensive delays, and bogus denials to create the illusion that IV Solutions would “eventually” get paid, when all the while the Defendant had no intention of paying.

2. IV Solutions is an urgent/emergent health care provider of home infusion therapy. It is not a member of any insurance company’s network. IV Solutions specializes in being the provider of last resort: It can treat any patient with any drug at any time and any place. When an insurance company’s network of home infusion therapists cannot meet a patient’s needs, hospitals and physicians can turn to IV Solutions, and have done so thousands of times in the past.

3. The Defendant is the largest health insurance company in the United States. It earns billions of dollars in profits each year from keeping insurance premiums high and amounts it pays providers low. For over a decade, the Defendant chose not to invest in developing its network of home infusion providers, and as a result, its network of home infusion providers was not sufficient to meet its members’ needs. From 2002 through 2015, physicians and hospitals referred patients to IV Solutions when the Defendant’s network providers were not able to treat those patients, and the Defendant regularly authorized IV Solutions’ services rather than face lawsuits from its members for failing to cover medically necessary treatment.

4. The Defendant did not always pay for IV Solutions’ services. From 2002 through around 2008, the Defendant paid IV Solutions’ billed charges, because doctors were not prescribing home infusion therapy very often, so the overall costs to the Defendant were low. But as doctors started prescribing home infusion more often, the Defendant noticed an increase in its home infusion costs and began looking for ways to minimize those costs.

5. Starting in 2008 or 2009, the Defendant reevaluated what it was paying IV Solutions. IV Solutions charged a premium for its services; its rate was much higher than the Defendant’s in-network provider’s rate. But the Defendant had a problem: On the one hand, its in-network provider could not fill all of the prescriptions, so doctors kept referring patients
to IV Solutions. And the Defendant could not expand its network sufficiently, because no one at the time could handle the extremely low in-network rates for all of the types of patients that IV Solutions handled at its higher rates. On the other hand, the Defendant could not outright refuse to authorize IV Solutions’ services, because then the Defendant’s members would go without the prescribed treatment, and those members could sue the Defendant for not providing coverage. Rather than face lawsuits from its members, and rather than pay what it owed to IV Solutions, the Defendant devised a scheme to induce IV Solutions to continue providing services without the Defendant ever having to pay all that it owed.

6. According to admissions by Defendant’s own representatives, in or around 2009, the Defendant singled out IV Solutions as an out-of-network provider who would be paid, in effect, as a much less expensive in-network provider. The Defendant’s plan was to make sure that the pattern of payments to IV Solutions—some at full billed charges, some for only part of billed charges, and some providing no payment at all—would roughly approximate what the Defendant would have paid to IV Solutions had IV Solutions been in-network. That way, whenever IV Solutions threatened to cut services, the Defendant would have a plan in place for paying a few invoices at full or near-full rates to placate IV Solutions and assuage IV Solutions’ concerns that it would never receive full payment from the Defendant. But the Defendant would never pay so much as to deviate from what it really wanted to pay IV Solutions—a much lower rate across all patients that IV Solutions never would have accepted.

7. Then the Defendant hired a third-party contracting agency called Three Rivers Provider Network (“TRPN”) to enter into an agreement with out-of-network providers such as IV Solutions that would seemingly assure IV Solutions of full payment, minus a small discount, when all the while, unbeknownst to IV Solutions, the Defendant never intended to pay that rate.

8. In reliance on that agreement, and in reliance on the Defendant’s history of paying its billed charges, IV Solutions continued servicing the Defendant’s members in good faith from 2010 through 2015. The Defendant paid some of IV Solutions’ invoices at full billed charges, other invoices at only a small fraction of billed charges, and still others not at
all. The Defendant’s representatives continued assuring IV Solutions that it would be paid, but also kept raising arbitrary and inconsistent procedural excuses for not paying all of IV Solutions’ billed charges. And gradually, as the Defendant built up its network, IV Solutions saw fewer and fewer of the Defendant’s members. Finally, at the end of 2015, Defendant had built up an adequate network of low-cost home infusion providers. At that point, no longer needing IV Solutions, the Defendant cut off further payments from IV Solutions, sought to coerce some of its money back through reimbursement requests, and supported efforts to put IV Solutions out of business. The “string along” was over, and IV Solutions was stuck with tens of millions in unpaid bills.

9. At issue in this lawsuit are accounts for 121 of the Defendant’s members whom IV Solutions treated between 2010 and 2015 but for whom the Defendant has yet to pay IV Solutions’ agreed-upon rates.

II. PARTIES

10. Plaintiff is a California corporation with its principal place of business in Culver City, County of Los Angeles, State of California.

11. The Defendant is and was a Minnesota corporation existing under the laws of the State of Minnesota with its principal place of business in the same. The Defendant is engaged in the health insurance business in California, including in Los Angeles County.

12. The true names and capacities, whether individual, corporate, associate, partnership, or otherwise, of defendants Does 1 through 500, inclusive, are unknown to Plaintiff, who therefore sues said defendants by such fictitious names. Plaintiff will amend this complaint to allege the true names and capacities of such defendants, if ascertained.

13. At all relevant times, Does 1 through 500, and each of them, were the agents, employees, fiduciaries, representatives, partners, or co-venturers of Defendant, and all actions as alleged herein were undertaken for the purpose and within the course, scope, and authority of such agency, employment, fiduciary, partnership, and/or co-venturer relationship.

III. JURISDICTION AND VENUE

14. Jurisdiction is proper under 28 U.S.C. § 1332 because the Plaintiff and
Defendant are citizens of different States, and because the amount at issue exceeds $75,000.

15. Venue is proper because Defendant and Plaintiff both conduct business in the County of Los Angeles, including business that is the subject of this lawsuit.

IV. STATEMENT OF FACTS

A. Factual Background

i. Home Infusion Therapy

16. Infusion therapy is the administering of a drug through non-oral methods, including through a patient’s veins (“intravenously”), muscles (“intramuscularly”), or membranes surrounding the spinal cord (“ epidurally”). Infusion therapy usually requires the assistance of a nurse or other medical professional.

17. Home infusion therapy is infusion therapy administered outside of the hospital, usually in the comfort of a patient’s home. Home infusion therapy usually involves recreating the hospital environment within the confines of the patient’s home.

18. Home infusion therapy is a relatively new industry. Until the 1980s, patients had to remain in a hospital or other inpatient setting in order to receive infusion therapy.

19. With the onset of the AIDS epidemic, however, doctors and hospitals sought ways to treat patients who needed infusion therapy without exposing those patients to the risk of secondary infection that comes from hospital stays. Secondary infection is when a patient contracts an infection or other pathogen-borne illness from being exposed to the bacteria or pathogen while in the hospital. Patients with compromised immune systems, such as AIDS patients, are at greater risk for secondary infections. New technologies enabled an increasing number of doctors and hospitals to discharge patients earlier and permit patients to receive infusion therapy in the comfort and safety of their home.

ii. Plaintiff IV Solutions

20. IV Solutions is a small, high-end specialty pharmacy that provides home infusion therapy, usually on an emergency basis, in California and neighboring states.

21. IV Solutions started providing home infusion in 2002. IV Solutions developed capabilities to treat patients anywhere in California and in neighboring states.
22. When IV Solutions started in 2002, it saw the need for a home infusion provider of last resort. Insurance companies’ networks of home infusion providers were extremely limited. The Defendant is a case in point. In 2002, the Defendant had a contract with exactly one home infusion therapy provider at the time, and that provider was not available to fill all of the members’ home infusion needs. Hospitals and doctors had no other option than to keep a patient in the hospital for a longer period of time, increasing the risk of secondary infections and increasing the patient’s hospital bills, because there was no home infusion provider available to treat the patient. IV Solutions came into existence to solve that problem. IV Solutions representatives guaranteed hospitals and physicians throughout Southern California and beyond that if they had a patient who needed home infusion therapy, no matter the medication, location, or time of day, IV Solutions would be able to fill that need. Relying on IV Solutions’ guarantee, dozens of hospitals and physicians that were contracted with the Defendant referred patients to IV Solutions, because the Defendant’s network provider was unable to treat the patient.

23. IV Solutions procured and maintained the supplies and staff necessary to be ready for any home infusion therapy need, anywhere, anytime.

iii. Defendant United Healthcare

24. The Defendant is the largest health insurance company in the United States, and the Defendant is very profitable, posting billion-dollar net earnings each year.

25. California law requires the Defendant to pay for all of its members’ covered health care costs, except for deductibles, copays, or co-insurance payments that the member agrees to pay for him or herself. To provide for its members’ health care needs, the Defendant contracts with health care providers who agree to charge the Defendant extremely low, bulk pricing for their services in return for the Defendant sending the providers a high volume of members and ensuring that the providers face little competition. These providers are called “in-network” or “network” providers.

26. The Defendant contracted with in-network providers for home infusion therapy. Because the Defendant’s network providers agreed to charge extremely low prices, they could
not afford to provide all types of home infusion treatments required. By design, these low-
cost, bulk in-network providers were able to provide for the majority, but not all, of the home
infusion needs of the Defendant’s members. When the Defendant’s network of home infusion
providers could not cover a patient, the Defendant had a “gap” in its network.

27. These network gaps were sometimes caused by gaps in personnel: when the in-
network providers lacked sufficient registered nurses or other care professionals with the
availability to deliver pharmaceutical treatments in a patient’s home, when the patient needed
them. Network gaps were sometimes caused by gaps in geographic coverage: when the in-
network providers did not offer coverage where a patient lived, because the patient lived in a
sparsely populated or hard-to-reach area. And network gaps were sometimes caused by gaps
in medication: when the in-network providers did not carry, or lacked sufficient amounts of,
certain out-of-the-ordinary medications that a patient urgently needed.

28. Moreover, some orders for home infusion required administration of the
medication within an hour of the order’s receipt, and the orders could arrive at any time, day
or night, and might require multiple administrations, in succession, all without warning. It
was costly to maintain the administrative capabilities to process orders at all hours of the
night, and to be able to summon nursing staff and any medication on a moment’s notice.

29. Network gaps most often appeared when the patient was facing a rare but
serious condition such as cancer, the patient lived in a remote area, or the patient’s need was
extremely urgent.

30. The Defendant does not dispute that it was required to pay whatever it costs to
fill a network gap. Senior in-house counsel for the Defendant, Denize Zamore, has admitted
in writing that the Defendant is obligated to pay 100% of billed charges to any health care
provider that fills a network gap.

31. Those costs can be substantial. A non-network provider’s billed charges are
usually much higher than the billed charges of an in-network provider—hence why the
Defendant prefers using in-network providers, whenever possible. A non-network provider’s
billed charges will be much higher than the billed charges of the Defendant’s in-network
providers, because the non-network provider does not have the advantage of economies of scale from handling the high volume of patients that an in-network provider will handle, and because the non-network provider has to handle unusually challenging care situations on a moment’s notice.

32. As a non-network provider, IV Solutions had billed charges that were much higher than the billed charges of the Defendant’s in-network providers. Because the Defendant had not built an adequate network, the Defendant sometimes had to use IV Solutions’ services, or else face liability to its members for not providing doctor-prescribed care. But IV Solutions would not agree to the Defendant’s in-network rates, and the Defendant would not offer higher network rates to IV Solutions. The Defendant had to negotiate better rates before authorizing service each time a member needed IV Solutions, or else pay IV Solutions’ billed charges.

B. Defendant’s Contracts with IV Solutions

33. By 2009, the Defendant had a problem: It could not find enough providers to fill all of its home infusion network gaps at all times, so it still needed IV Solutions. But it did not want to pay IV Solutions’ rates.

34. The Defendant would have liked IV Solutions to accept in-network rates, but IV Solutions had refused. IV Solutions was very clear that, as a provider of last resort, it was not going to accept an insurance company’s extremely reduced in-network rates; it was going to remain outside of an insurance company’s network, and charge higher rates for its premium service.

35. The Defendant had tried to negotiate lower rates for a few patients, and IV Solutions had been willing to take a small discount in return for some volume. But the Defendant was not satisfied with the amount of the discounts, and negotiating new rates for each patient was administratively burdensome for the Defendant.

36. In 2009, the Defendant turned to third-party contracting agencies, which enabled the Defendant to lock IV Solutions into some sort of discount, and to give IV Solutions assurances that it would be paid by the Defendant for its work. The agencies were TRPN and
Multiplan, Inc. ("Multiplan").

37. The Defendant’s use of TRPN and Multiplan to fill its network gaps is well known in the industry. Exhibit A is a true and correct copy of a selection from TRPN’s website listing the Defendant as one of its payers, and Exhibit B is a true and correct copy of a selection from Multiplan’s website showing its work with the Defendant. The Defendant sometimes calls its TRPN and Multiplan contracts its “shared savings” contracts, and it manages such contracts through a “shared savings department.”

38. In 2009, TRPN contracted with IV Solutions. IV Solutions agreed to a 5% discount against its billed charges and to refrain from “balance billing,” or collecting the remainder of its billed charges from the patient, in return for a quicker turnaround on payments. Exhibit C is a true and correct copy of IV Solutions’ contract with TRPN.

39. In 2011, Multiplan contracted with IV Solutions. This time, IV Solutions agreed to a 10% discount, and Multiplan had the right to review IV Solutions’ charge master, which is a list of IV Solutions’ billed charges by medication and service, at any time. (JA11.) Exhibit D is a true and correct copy of IV Solutions’ contract with Multiplan.

40. Multiplan’s right to review IV Solutions’ charge master meant that Multiplan could keep the Defendant fully apprised of IV Solutions’ billed charges at all times. It also meant that, if Multiplan disagreed with IV Solutions’ charges, Multiplan could raise that with IV Solutions before referring IV Solutions for a particular case.

41. Multiplan did not negotiate lower rates with IV Solutions. IV Solutions’ rates were reasonable for the type of services that IV Solutions provided, namely, home infusion therapy for any patient, anytime, anywhere.

42. IV Solutions serviced the Defendant’s members in reliance on the TRPN and Multiplan contracts.

C. Defendant Did Not Pay What It Owed to IV Solutions

43. The Defendant did not pay IV Solutions’ TRPN and Multiplan rates on multiple invoices from 2010 through 2015. When IV Solutions challenged the Defendant’s underpayments or denial of payments, the Defendant’s representatives usually came up with a
myriad of excuses, requested additional information from IV Solutions, promised payment, maybe issued a couple small payments, and then required IV Solutions to file an appeal. By that point, years may have passed since IV Solutions first serviced the patient.

D. **Defendant Lied to Justify Not Paying What It Owed**

44. Despite the delays, IV Solutions pressed the Defendant for an explanation as to why it would not pay per the TRPN and Multiplan contracts for some invoices when it paid per those same invoices for others.

45. The Defendant’s response was to claim that it had the authority to reject TRPN and Multiplan pricing when it wished:

- On March 8, 2012, UHC representative “Sean F.” stated that the “shared savings” contracts may be invoked or not invoked at the Defendant’s “discretion” for “cost control” on any claim.

- On July 23, 2014, UHC claims supervisor “Mike B.” stated that the Defendant could “opt not to use a shared savings provision” if the Defendant wanted to pay less. (MM12.)

- On January 14, 2016, Mike repeated that the Defendant had the “right” to choose which rate to pay an out-of-network provider, and that in the case of patient M.M. (13), the lowest rate was the Medicare rate, so that was the rate that the Defendant was going to pay IV Solutions.

46. The Defendant’s representations were false. California’s Health Care Providers’ Bill of Rights, Health & Safety Code section 1375.7(d)(1), states: “When a contracting agent sells, leases, or transfers a health provider’s contract to a payor, the rights and obligations of the provider shall be governed by the underlying contract between the health care provider and the contracting agent.” In other words, the “rights and obligations of the provider”—here, IV Solutions—are determined by its contract with the “contracting agent”—here, TRPN or Multiplan. California law requires that the Defendant pay IV Solutions discounted billed charges that IV Solutions agreed to.

47. The Defendant does not have the authority to impose lower rates on IV
Solutions. As the California Court of Appeal has observed, by enacting section 1375.7, the Legislature “intended to simply clarify existing contract law—that a provider could not be forced to accept rates for services to which it had never agreed.” (UFCW & Employers Benefit Trust v. Sutter Health (2015) 241 Cal.App.4th 909, 926, rev. denied (Jan. 13, 2016).)

48. With over 200,000 employees, hundreds of whom are attorneys, the Defendant knew this law but misrepresented its authority to IV Solutions anyway.

E. Defendant’s Fraudulent Scheme

49. The Defendant broke its promise to pay IV Solutions’ billed charges, which already were discounted for the Defendant through TRPN and Multiplan. IV Solutions has learned, however, that the Defendant’s broken promise was more than a breach of contract; it was the result of a scheme to defraud IV Solutions out of millions of dollars in owed charges. IV Solutions has learned that the Defendant’s third-party contracts and numerous promises to pay were knowingly false and intentionally misleading when made.

50. First, in January of 2016, a patient told IV Solutions that the Defendant had an intentional practice of underpaying non-network providers, such as IV Solutions, through a series of delays, select full payments, partial payments, and bogus denials. By happenstance, this patient was a former employee in the Defendant’s claims department during the time that IV Solutions serviced the Defendant’s members, and this patient had witnessed the Defendant’s intentional underpayment strategy. This revelation, along with evidence of previous lawsuits arising from similar fraudulent conduct of the Defendant, caused IV Solutions to see the Defendant’s behavior in a new light, and since that time, IV Solutions has been able to piece together enough evidence of the Defendant’s fraud to bring this Complaint.

51. Second, a handful of the Defendant’s representatives leaked information to IV Solutions that the Defendant had marked IV Solutions for underpayment in 2009, before the Defendant agreed to pay IV Solutions’ its billed charges for treating the 121 patients at issue in this lawsuit. After each of the leaks, however, the Defendant attempted to cover up the decision that the Defendant had made internally back in 2009, and instead led IV Solutions to believe that it would still be paid per the contracts. In light of the admission from the
Defendant’s former employee, however, and in light of the other factors discussed below, IV Solutions realized the truth of the Defendant’s misdirection.

52. Third, the Defendant had the means to pay IV Solutions’ bills, so it cannot use lack of resources to explain the underpayment. The Defendant earned billions of dollars in profits each year that IV Solutions was servicing its members in good faith.

53. Fourth, looking back on the Defendant’s pattern of full payments for some invoices, no payments for other invoices, and significant underpayments for the rest of the invoices, IV Solutions has realized that the Defendant’s payments essentially add up to what the Defendant pays its in-network providers—which is the rate that the Defendant had wanted to pay IV Solutions all along, and which is the rate that IV Solutions explicitly rejected numerous times. Had IV Solutions known the truth that the Defendant never intended to pay more than the equivalent of in-network rates across IV Solutions’ patients, IV Solutions would never have agreed to service the Defendant’s members.

54. Fifth, when prices in the industry dropped and the Defendant was able to fill all of its network gaps for home infusion therapy, the Defendant no longer had a need for IV Solutions. At that point, the Defendant ceased all payments and actively worked toward causing IV Solutions to go out of business.

55. The Complaint explores these reasons in the sub-sections that follow.

i. In 2016, a Former Employee Reported Defendant’s Scheme

56. On January 27, 2016, IV Solutions received a call from an IV Solutions patient that changed how IV Solutions approached working with the Defendant. The patient, J.N.,

1 was a former employee of the Defendant’s claims department, and though she had left the company, she still was insured by the Defendant.

57. Back in 2013, J.N.’s doctor had prescribed a rare but effective (and covered) home infusion therapy for migraine headaches. After not being able to find any in-network pharmacy that could fill the prescription, J.N.’s doctor turned to IV Solutions. IV Solutions

1 IV Solutions refers to all of its patients herein by their first and last initials in order to preserve their privacy as required by state and federal law.
treated the patient, and she recovered. Three years later, after many broken promises, the Defendant still had not paid all that it owed. IV Solutions reached out to J.N. for assistance collecting from the Defendant. J.N. informed IV Solutions that the Defendant had a corporate practice of intentionally denying claims that the Defendant knew it should cover. The Defendant figured that the provider would accept low or partial payments rather than fight an extended battle with the Defendant’s claims department and legal team to get the contracted amount. It was a practice she had witnessed many times while working for the Defendant.

ii. Previous Lawsuits Also Evidence Defendant’s History Of Misleading and Defrauding Providers.

58. IV Solutions learned that, as identified by J.N., Defendant has a known history of misleading and defrauding providers who refuse to give in to its strong-arm tactics. For instance, in 2009, Defendant’s parent company agreed to pay $350 million to resolve class action lawsuits involving its improper reimbursement for out-of-network medical services that dates back to 1994. Of United’s conduct, New York Attorney General Andrew Cuomo stated "[t]his scam cost consumers hundreds of millions of dollars."

59. Similarly, in February 2008, the state of New York announced an industry-wide investigation into a scheme by health insurers to defraud consumers by manipulating reasonable and customary rates. The announcement included a statement that the state intended "to file suit against Ingenix, Inc., its parent UnitedHealth Group, and three additional subsidiaries." The investigation found that rates in a database of health care charges maintained by Ingenix were lower than what he determined was the actual cost of certain medical expenses. United and Ingenix agreed to pay $50 million to settle that matter.

60. This history further illustrates Defendant’s intent to make IV Solutions one of the victims of its fraud here.

iii. Contrary to Numerous Statements to IV Solutions, Defendant Has Known Since 2009 That It Was Not Going to Pay IV Solutions’ Billed Charges

61. The Defendant has used IV Solutions since 2002. IV Solutions has billed the same prices, more or less, since 2002. By 2009, doctors’ increased number of prescriptions
for home infusion was driving up the Defendant’s costs. To cut costs, the Defendant did not want to continue paying IV Solutions’ prices. But the Defendant was not able to find another provider of last resort for less. So the Defendant continued to need IV Solutions to fill its network gaps. And IV Solutions would not treat the Defendant’s patients at the severely reduced in-network rates, only at IV Solutions’ higher TRPN rates or full billed charges. Not wanting to pay IV Solutions what IV Solutions wanted, but not wanting to turn IV Solutions away, the Defendant covertly placed IV Solutions on an internal list excluding IV Solutions from being paid the TRPN rates. The Defendant did not disclose this fact when IV Solutions signed the TRPN contract, or when IV Solutions began servicing the Defendant’s members in reliance on the TRPN contract, or when IV Solutions signed the Multiplan contract in 2011. When a handful of the Defendant’s representatives leaked the existence of the list to IV Solutions, the Defendant covered up the truth and assured IV Solutions that the Defendant would honor its contracts.

(a) Defendant Has Known IV Solutions’ Prices Since 2002

62. IV Solutions is very transparent in its pricing. IV Solutions never hid from the Defendant how much IV Solutions charged for its services. IV Solutions is also very consistent in its pricing, having kept its rates essentially the same for years. Therefore, the Defendant has paid IV Solutions’ prices many times since 2002.

63. Moreover, as the largest health insurance company in the country, the Defendant was and is a very sophisticated—perhaps the most sophisticated—consumer of medical and pharmaceutical services. The Defendant kept itself fully informed of market prices and the specific prices that various providers charge, including what IV Solutions charges.

64. The Defendant knew full well what IV Solutions charged, and the Defendant knew that IV Solutions’ charges were many times higher than in-network providers’ charges. When the Defendant authorized IV Solutions to treat its members, the Defendant knew what IV Solutions was going to charge.

(b) Defendant Wanted to Avoid Paying IV Solutions’ Billed Charges

65. The Defendant has wanted to avoid IV Solutions’ prices for years.
66. The Defendant complains that IV Solutions’ prices are too high, but for each and every one of IV Solutions’ patients, including the 121 that are the subject of this lawsuit, the Defendant was at all times fully capable of not authorizing IV Solutions to treat, of having in-network providers treat the patients instead, or of pulling patients from IV Solutions’ care. The Defendant did not do any of those things because the Defendant’s member needed the provider of last resort—they needed IV Solutions. If the Defendant had had an adequate network, it would not have needed IV Solutions’ services. But the Defendant’s network was not adequate. So the Defendant did use IV Solutions’ services, and because IV Solutions would not agree to join the Defendant’s network, the Defendant could use IV Solutions only by agreeing to pay IV Solutions’ billed charges for its services.

(c) Certain of the Defendant’s Representatives Exposed Its Internal List

67. On January 9, 2012, a UHC representative named “Melissa” stated that IV Solutions was on an “exclusion list” for TRPN, and that IV Solutions had been on the list since March 26, 2009. But IV Solutions had been paid per the TRPN contract numerous times since 2009, so the IV Solutions representative on the call asked to speak with a supervisor. None was available, but Melissa promised that a supervisor would call later.

68. The next day, January 10, 2012, a UHC supervisor named “Sandy P.” called back to inform IV Solutions that the exclusion list was actually for Multiplan, not for TRPN. But IV Solutions had not contracted with Multiplan until September 1, 2011, more than two years after IV Solutions was supposedly on this “exclusion list” for Multiplan. Further complicating matters, on January 23, 2012, Sandy P. called back once more to inform IV Solutions that UHC had decided to exclude IV Solutions from TRPN pricing, too.

(d) Defendant Covered Up the Truth and Continued the Deception

69. IV Solutions was worried that Defendant was going to pay only a small fraction of IV Solutions’ billed charges, so IV Solutions vigorously protested the underpayments. Realizing that it might lose access to IV Solutions’ services, the Defendant led IV Solutions to believe that the Defendant was going to honor its contracts after all. On February 10, 2012, a UHC representative named “Rufus K.” clarified that the Defendant agreed with IV Solutions
that its claims had been processed incorrectly, and the Defendant agreed that IV Solutions’ claims should be processed according to the TRPN contract. Then, in March 2012, the Defendant paid multiple IV Solutions invoices at the billed charges rate, which gave IV Solutions comfort that the “exclusion list” was irrelevant and would not prevent IV Solutions from being paid its billed charges.

70. Indeed, on multiple occasions after March 2012, UHC representatives promised IV Solutions that it would be paid its billed charges:

- On January 10, 2013, UHC claims processor “Bella M.” assured IV Solutions that it would be paid its billed charges, because IV Solutions was being used to fill the Defendant’s network gaps. (JB11.)

- On January 17, 2013, UHC representative “Barbara W.” stated that the Defendant would pay “100% of the billed amount.” (WS10.)

- On January 31, 2013, UHC representative “Sam” agreed that IV Solutions should be paid its billed charges. (RK10.)

- On February 18, 2013, UHC representative “Bryan R.” indicated that claims paid below billed charges were “not handled correctly” and would be corrected by the Defendant. (WS10.)

- On March 14, 2013, UHC claims supervisor “Patrick” agreed that IV Solutions should be paid its billed charges. (RK10.)

- On November 6, 2013, “Michelle J.” stated the same about another patient’s bill that had been paid below charges, and she agreed to reprocess the bill accordingly. (CB13.)

- On May 28, 2014, UHC claims processor “Christina P” agreed that unpaid and underpaid claims would be corrected to cover IV Solutions’ billed charges so that the patient would not be stuck with the tab. (CC11.)

- On June 12, 2014, UHC claims specialist “Ashly” promised that “all” of IV Solutions’ claims would be processed per Multiplan. (NS13.)

- On August 11, 2014, UHC representative “Audrey H.” agreed to reprocess a
claim under the Multiplan price where the Defendant had paid only 1% of
billed charges because she agreed that the Multiplan contract controlled.
(SL11.)

71. The issue of a list came to the surface again in late 2014. On November 5, 2014,
UHC dispute representative “Diane” refused to process a claim through the TRPN contract
because, according to Diane, IV Solutions’ “tax ID is not on the list with UHC.” (CS13.)

72. But again, the Defendant smoothed things over and covered it up. On February
5, 2015, UHC representative “Amy” reassured the company that IV Solutions’ claims “should
have been” processed per the TRPN contract, and she arranged for the claims to be
reprocessed and paid accordingly. (CS13.) And on October 28, 2015, UHC claims specialist
“Don” reconfirmed that patients processed in more remote geographic areas, namely those
living more than 50 miles from the nearest provider, represent network gaps that should be
paid at IV Solutions’ billed charges. (LD12.)

73. Indeed, the “proof” that the Defendant was going to keep its word was in the
paying. Every month through 2012, IV Solutions received one or more payments from the
Defendant at the full price of IV Solutions billed charges, or at the TRPN or Multiplan
discount.

74. Unpaid bills persisted, but IV Solutions was hopeful that it would be able to get
those bills corrected through working with the Defendant.

iv. **Defendant Had the Means to Pay**

75. It is not for lack of ability that the Defendant has not paid IV Solutions.

76. According to the Defendant’s financial statements, the Defendant’s net earnings
were $4.6 billion in 2010, $5.1 billion in 2011, $5.5 billion in 2012, $5.6 billion in 2013,
another $5.6 billion in 2014, and $5.9 billion in 2015.

77. Over the same period that the Defendant wrongfully withheld $47 million in
payments to IV Solutions, the Defendant earned profits totaling over $32 billion.

v. **Defendant’s Payments to IV Solutions Add up to In-Network Payments**

78. IV Solutions often did not find out that a Defendant was finally denying a claim
until years after the service was provided. IV Solutions had up to one year from dates of service to bill the Defendant, and the Defendant often took months from the date of a bill to produce payment. When the Defendant finally did respond, the Defendant frequently requested more information, or made an administrative error that IV Solutions had to bring to the Defendant’s attention. More often than not, the Defendant would then reprocess the claim, and IV Solutions would have to wait yet again to find out the results. For some accounts, IV Solutions did not realize that they were going to underpaid until years after the services had been rendered.

79. As a result, IV Solutions did not know until recently by how much the Defendant had ultimately underpaid IV Solutions. From 2010 through 2015, the Defendant paid approximately 8% of IV Solutions total billed charges for the 121 accounts at issue in this lawsuit. The numbers dropped from approximately 20% of billed charges for services rendered in 2010 to 0.05% of billed charges for services rendered in 2015.

80. That percentage of IV Solutions’ billed charges that the Defendant paid, around 8%, roughly approximates what the Defendant pays its in-network providers for high-volume, more common, less challenging home infusion work.

81. Given the admissions of the Defendant’s representatives and former employee, this similarity between what the Defendant had wanted to pay IV Solutions all along, and what IV Solutions actually was paid, further suggests that the Defendant intended all along to IV Solutions its in-network rates, not the rates that the Defendant had agreed to.

vi. When Its Network Filled, Defendant Stopped Stringing Along IV Solutions

82. Home infusion therapy is a relatively new technology, and like most new technologies (e.g., LCD-screen televisions and smartphones), its costs decreased over time. By the end of 2015, the cost had dropped low enough that the Defendant was able to reach agreements on rates with enough providers to fully cover its members’ needs. At that point, the Defendant had no further need for IV Solutions, so the Defendant cut off any payments or referrals to IV Solutions, demanded a refund of prior moneys paid, and conspired with other insurance companies in the industry to discredit IV Solutions and shut down the company.
For example, on June 24, 2016, the Defendant sent a letter to IV Solutions demanding that IV Solutions repay amounts that the Defendant had paid in 2014 for a patient that IV Solutions had originally treated in 2013 and for whom IV Solutions had been seeking additional payment for years.

F. **Defendant’s Other Fraudulent Behavior**

84. The Defendant tried to deceive IV Solutions into thinking that the Defendant was paying IV Solutions the correct rates. For instance, on January 1, 2014, IV Solutions received an EOB for patient M.S. (13) that stated the claims were “[p]aid in accordance with the Multiplan discount,” but in fact the claims were paid well below that.

85. The Defendant also tried to delete its authorization of IV Solutions’ services after the fact, in order to fraudulently deny IV Solutions’ bill for “lack of authorization” after the services already had been rendered. For example, for patient P.L., the Defendant denied IV Solutions’ invoice for “lack of authorization,” and IV Solutions followed up, knowing that it had been fully authorized by the Defendant to provide the services. On November 4, 2011, a UHC claims representative named “Rachel W.” admitted that IV Solutions had been authorized, but for some reason unknown to her, the authorization had been deleted from the system. After more calls, IV Solutions reached UHC authorization manager “Chrystal M.,” who claimed that the original authorization had been deleted “in error.” She could not explain how an authorization could be deleted from the system after the fact, but she promised that the Defendant would fix the problem if given more time. IV Solutions waited a few months, and when it had received no word, it checked back in with the Defendant. Again, the Defendant’s representatives explained that the services lacked authorization. IV Solutions asked to speak with their supervisors, and when that did not work, with their managers. Finally, on January 14, 2013, IV Solutions reached the Defendant’s claims project manager John Muravez. When Mr. Muravez analyzed the account, he admitted that the claims had not been processed correctly, and he agreed to fix the problem and get IV Solutions its payment. More payments were forthcoming, yet to this day, the Defendant has paid only around $19,000 of the approximately $419,000 that the Defendant owed IV Solutions for all the services that it had
provided to patient P.L.

G. The Unpaid Accounts

86. P.L. is but one of 121 patients whom IV Solutions serviced in reliance on the Defendant’s agreement to pay IV Solutions’ charges, but for whom IV Solutions has never received full payment from the Defendant.

87. Each one of these 121 accounts, including the account for P.L., followed the same pattern: A licensed physician prescribed home infusion therapy to a member of the Defendant’s network. The physician was a network provider of UHC with a financial incentive to use other in-network providers for the patient’s needs. Because the physician sent the patient outside of the network, the physician faced a financial penalty from the Defendant. Notwithstanding the physician’s financial incentive to find an in-network provider, the physician referred the patient to IV Solutions, because the physician was not able to find an in-network provider willing and able to provide the necessary care to the patient.

88. After receiving the prescription and referral, IV Solutions contacted the Defendant to verify that the patient was a member of the Defendant’s insurance network and to determine whether the Defendant required “authorization”—that is, an official determination that the treatment is medically appropriate in that circumstance—before IV Solutions could provide the treatment.

89. In every account at issue in this lawsuit, the Defendant was fully aware that IV Solutions either had obtained the necessary authorization from the Defendant, or a representative from the Defendant had informed IV Solutions that no authorization was required.

90. After contacting the Defendant, IV Solutions administered the prescribed care in the patient’s home or other place of residence, in the manner that the physician had requested.

91. IV Solutions submitted a timely claim for payment from the Defendant.

92. The Defendant failed to pay all of the moneys owed.

93. When IV Solutions raised the Defendant’s non-payment and under-payment, the Defendant’s representatives made one or more of a series of excuses, each of which was
repeated at different times with different accounts over the years, and requested more time to
reprocess the claim, promising that the claim would be processed correctly if IV Solutions
gave the Defendant another chance.

94. For example, E.Y.'s physician prescribed home infusion therapy. None of the
network providers were able to service the patient. The physician's office reached out to IV
Solutions. IV Solutions was ready and able to assist. E.Y. received the treatment that she
needed. IV Solutions sent a timely bill to the Defendant. The Defendant rejected the bill and
paid IV Solutions a few cents on the dollar, what the Defendant called its “usual and
customary rate”—in other words, the rate that the Defendant uses with its in-network
providers who have longstanding contracts with and receive large volumes of patients from
the Defendant. IV Solutions pointed out that it is not “in-network” and should instead be paid
its agreed-upon, contractual rates. A representative at the Defendant agreed with IV Solutions
and promised to reprocess the claim. IV Solutions waited. After some time, the Defendant
reported the results of reprocessing the claim: Now the claim was being denied because it was
submitted too late after providing the service. IV Solutions pointed out that the original claim
was timely; the only reason the claim was “resubmitted” was because the Defendant had to
“reprocess” the claim to correct its error. The Defendant took some time to consider IV
Solutions’ point, and then replied: It was not going to change its mind; it was going to reject
the claim as untimely.

95. The Defendant repeated this pattern—rejecting the bill for an invalid reason,
admitting the mistake, taking more time to “reprocess” the bill, rejecting it again for a new but
equally invalid reason, taking more time to “reprocess” the bill again—across nearly all of the
accounts at issue in this lawsuit.

96. Rarely, the Defendant did pay the amount owed. The Defendant used these
occasional payments to lull IV Solutions into believing that it would be paid what the parties
had agreed to. Meanwhile IV Solutions waited for accounts like E.Y.’s to be paid correctly.

97. More often, the Defendant delayed and delayed until years passed since IV
Solutions provided the services, and still IV Solutions has not been paid its billed charges or
what it agreed to under the TRPN and Multiplan contracts.

98. From 2010 through 2015, IV Solutions provided services totaling over $47 million in agreed-upon charges that the Defendant has not paid.

99. The 121 patient accounts on which the Defendant still owes payment are listed in the Appendix to this Complaint.

FIRST CAUSE OF ACTION
(Fraudulent Misrepresentation)

100. Plaintiff repeats and realleges each and every allegation contained in this complaint and incorporates the same herein by this reference as though set forth herein.

101. The Defendant and its representatives made false statements to IV Solutions:

- The Defendant repeatedly stated that it was going to pay IV Solutions’ billed charges, but all the while the Defendant already had singled out IV Solutions for underpayment.
- The Defendant stated that the TRPN and Multiplan contracts that IV Solutions had relied upon were “discretionary” and “optional” for the Defendant, when in fact the Defendant knew that the statement was false.
- On other occasions, the Defendant stated that the Multiplan and TRPN contracts did not apply at all, when the Defendant knew that those statements were false.
- The Defendant denied many invoices as “untimely” when in fact the Defendant knew that the invoices were timely, but the Defendant did not want to deny them for its real reason—namely, that the Defendant did not want to pay IV Solutions’ higher rates—because the Defendant knew that its real reason for denial was invalid and not legally enforceable.
- The Defendant claimed that it had paid IV Solutions per their third-party contracts, when in fact the Defendant had paid pennies on the dollar of the contract rate.

These false statements were recorded in phone conversations with IV Solutions, or were included in emails or letters to IV Solutions, from 2010 through 2015.
102. The Defendant and its representatives knowingly made these false statements with the intent of inducing IV Solutions to continue providing services to the Defendants’ members, and of inducing IV Solutions to forbear bringing suit against the Defendant for its failure to pay the money that it owed to IV Solutions.

103. IV Solutions did not know and could not have known that the statements were false at the time they were made. IV Solutions relied on the Defendant’s false statements, and on the statements of the Defendant’s representatives, and therefore IV Solutions continued providing home infusion therapy to the Defendant’s members and IV Solutions did not bring earlier suit against the Defendant on these accounts.

104. Because IV Solutions relied on these false statements, IV Solutions has suffered $47,301,910.74 in damages, plus additional damages according to proof.

105. Because the Defendant and its representatives misrepresented a material fact known to them with the intention of depriving IV Solutions of money that was owed to it, the Defendant should be made an example of through punitive damages.

SECOND CAUSE OF ACTION
(Fraudulent Concealment)

106. Plaintiff repeats and realleges each and every allegation contained in this complaint and incorporates the same herein by this reference as though set forth herein.

107. The Defendant concealed material facts from IV Solutions:

- The Defendant and its representatives concealed the fact that the Defendant had no intention of paying IV Solutions under the TRPN or Multiplan contracts.
- The Defendant concealed that it had singled out IV Solutions for denial of its billed charges. The Defendant accepted IV Solutions’ services without disclosing that it had no intention of paying IV Solutions’ known charges.
- The Defendant concealed that it had deleted IV Solutions’ record of authorization in the Defendant’s system, making it more difficult for IV Solutions to prove that it was supposed to be paid its billed charges.

108. The Defendant and its representatives knowingly concealed these facts with the
intent of inducing IV Solutions to continue providing services to the Defendants’ members, and of inducing IV Solutions to forbear bringing suit against the Defendant for its failure to pay the money that it owed to IV Solutions.

109. IV Solutions did not know and could not have known the concealed facts. IV Solutions acted without the benefit of knowing the concealed facts, and therefore IV Solutions continued providing home infusion therapy to the Defendant’s members and IV Solutions did not bring earlier suit against the Defendant on these accounts.

110. Because IV Solutions relied on these fraudulent concealments, IV Solutions has suffered $47,301,910.74 in damages, plus additional damages according to proof.

111. Because the Defendant and its representatives concealed a material fact known to them with the intention of depriving IV Solutions of money that was owed to it, the Defendant should be made an example of through punitive damages.

THIRD CAUSE OF ACTION
(Promissory Fraud)

112. Plaintiff repeats and realleges each and every allegation contained in this complaint and incorporates the same herein by this reference as though set forth herein.

113. The Defendant and representatives working for the Defendant made false promises to IV Solutions that the Defendant had no intention of keeping. The Defendant repeatedly promised that it was going to pay IV Solutions’ billed charges, but all the while the Defendant already had singled out IV Solutions for underpayment. The Defendant also repeatedly promised to pay IV Solutions per the TRPN and Multiplan contracts, when in fact the Defendant knew that it had no intention of keeping this promise, having singled out IV Solutions since 2009 to be paid the Defendant’s in-network rates, not the rates that IV Solutions had agreed to. These false promises were recorded in phone conversations with IV Solutions, or were included in emails or letters to IV Solutions, from 2010 through 2015.

114. The Defendant also promised, through its agents TRPN and Multiplan, to pay IV Solutions an agreed-upon rate, when in fact the Defendant viewed the rate as “discretionary” and was never going to pay IV Solutions that rate. These false promises were included in
contracts with TRPN and Multiplan from 2009 and 2011, respectively.

115. The Defendant and its representatives made these false promises with the intent of inducing IV Solutions to continue providing services to the Defendants’ members, and of inducing IV Solutions to forbear bringing suit against the Defendant for its failure to pay the money that it owed to IV Solutions.

116. IV Solutions did not know and could not have known that the promises were false at the time they were made. IV Solutions relied on the Defendant’s false promises, and on the false promises of the Defendant’s representatives, and therefore IV Solutions continued providing home infusion therapy to the Defendant’s members and IV Solutions did not bring earlier suit against the Defendant on these accounts.

117. Because IV Solutions relied on these false promises, IV Solutions has suffered $47,301,910.74 in damages, plus additional damages according to proof.

118. Because the Defendant and its representatives misrepresented a material fact known to them with the intention of depriving IV Solutions of money that was owed to it, the Defendant should be made an example of through punitive damages.

FOURTH CAUSE OF ACTION
(Negligent Misrepresentation)

119. Plaintiff repeats and realleges each and every allegation contained in this complaint and incorporates the same herein by this reference as though set forth herein.

120. The Defendant and its representatives made false statements to IV Solutions, as set forth in the paragraphs above.

121. The Defendant and its representatives made these statements without reasonable grounds for believing that the statements were true at the time they were made. The Defendant and its representatives intended for IV Solutions to rely on these statements in continuing to perform services for the Defendant’s members.

122. IV Solutions did not know and could not have known that the statements were false at the time they were made. IV Solutions relied on the Defendant’s false statements, and on the statements of the Defendant’s representatives, and therefore IV Solutions continued
providing home infusion therapy to the Defendant’s members and IV Solutions did not bring earlier suit against the Defendant on these accounts.

123. Because IV Solutions relied on these false statements, IV Solutions has suffered $47,301,910.74 in damages, plus additional damages according to proof.

124. Because the Defendant and its representatives misrepresented a material fact known to them with the intention of depriving IV Solutions of money that was owed to it, the Defendant should be made an example of through punitive damages.

FIFTH CAUSE OF ACTION
(Breach of Written Contract)

125. Plaintiff repeats and realleges each and every allegation contained in this complaint and incorporates the same herein by this reference as though set forth herein.

126. The Defendant and IV Solutions entered into a written contract with TRPN and with Multiplan, whereby IV Solutions agreed to treat the Defendant’s members at a discounted price and to forbear from collecting payments from the Defendant’s members, in exchange for the Defendant’s agreement to promptly pay IV Solutions. Both IV Solutions and the Defendant entered into those written contracts.

127. IV Solutions fully performed on the contracts.

128. IV Solutions was an intended beneficiary of the Defendant’s contract with TRPN and of the Defendant’s contract with Multiplan.

129. The Defendant breached the contracts by not promptly paying IV Solutions its discounted rate.

130. As a result of the Defendant’s breach, IV Solutions has lost $47,301,910.74 in payments owed to it for services rendered to the Defendant’s members, plus additional losses according to proof at trial.

SIXTH CAUSE OF ACTION
(Breach of Implied Contract)

131. Plaintiff repeats and realleges each and every allegation contained in this complaint and incorporates the same herein by this reference as though set forth herein.
132. By the Defendant verifying coverage for a patient and either authorizing
treatment or waiving the requirement of authorization, and by IV Solutions providing
treatment based on the Defendant’s verification of coverage and authorization or waiver of
authorization for treatment, the Defendant and IV Solutions entered into an implied contract
whereby the Defendant agreed to pay IV Solutions its standard rates in exchange for IV
Solutions providing home infusion therapy to the Defendant’s members.

133. Based on past dealings between the Defendant and IV Solutions, and based on
market research that the Defendant conducts or is aware of, the Defendant knew IV Solutions
standard rates for providing home infusion therapy. With that knowledge, the Defendant
entered into the aforementioned implied contract with IV Solutions.

134. IV Solutions performed all of its obligations under the implied contract.

135. The Defendant breached the implied contract by not paying IV Solutions its
standard rates for the home infusion treatments that IV Solutions provided to the Defendant’s
members.

136. As a result of the Defendant’s breach, IV Solutions suffered at least
$47,301,910.74 in losses, plus additional losses according to proof.

SEVENTH CAUSE OF ACTION
(Breach of Covenant of Good Faith and Fair Dealing)

137. Plaintiff repeats and realleges each and every allegation contained in this
complaint and incorporates the same herein by this reference as though set forth herein.

138. Adhering in the Defendant and IV Solutions’ written contracts, or alternately in
their implied contracts, was a covenant that both the Defendant and IV Solutions made to act
in good faith and fair dealing with one another.

139. Defendant breached that covenant by failing to pay IV Solutions its agreed-upon
discounted rate, or alternately its well-known standard rates.

140. As a result of the Defendant’s breach of its covenant, IV Solutions suffered at
least $47,301,910.74 in losses, plus additional losses according to proof.

EIGHTH CAUSE OF ACTION
(Unjust Enrichment)

141. Plaintiff repeats and realleges each and every allegation contained in this complaint and incorporates the same herein by this reference as though set forth herein.

142. IV Solutions provided home infusion therapy treatment to 121 of the Defendant’s members.

143. In total, the services provided were worth at least $47,301,910.74, not including any amounts already paid to IV Solutions by the Defendant.

144. Defendant never fully paid for the treatment that IV Solutions provided.

145. The Defendant, through its members, enjoyed the benefit of IV Solutions’ care.

146. The Defendant owes IV Solutions restitution, namely, the full value of the treatment that the Defendant unjustly enjoyed at the expense of IV Solutions.

NINTH CAUSE OF ACTION
(Quantum Meruit)

147. Plaintiff repeats and realleges each and every allegation contained in this complaint and incorporates the same herein by this reference as though set forth herein.

148. IV Solutions performed home infusion therapy treatments for 121 of the Defendant’s members.

149. The Defendant did not pay the full value of IV Solutions’ work to treat 121 of the Defendant’s members.

150. The Defendant owes IV Solutions the full value of its work in an amount to be proven at trial, but not less than $47,301,910.74.

PRAYER

WHEREFORE, Plaintiff prays for judgment against Defendants and each of them as follows:

1. For damages in the sum of not less than $47,301,910.74, plus additional amounts according to proof, together with interest thereon at the rate of 10% per annum from the original invoice dates, as set forth in the Appendix, to date of judgment herein;

2. For exemplary damages in an amount to be determined by the trier of fact;
3. For an order of restitution to Plaintiff of the benefits wrongfully obtained by Defendants and each of them;

4. For the value of IV Solutions’ work for the Defendant, in an amount to be proven at trial, but not less than $47,301,910.74;

5. For reasonable attorneys’ fees and expenses incurred herein;

6. For costs of suit incurred herein; and

7. For such other and further relief as is just and proper.

DATED: December 28, 2016

THEODORA ORINGHER PC

By: /s/ Andrew G. Prout

Todd C. Theodora
Andrew G. Prout
Attorneys for Plaintiff
IV SOLUTIONS, INC.
DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of claims by jury to the extent authorized by law.

DATED: December 28, 2016

THEODORA ORINGHER PC

By: /s/ Andrew G. Prout

Todd C. Theodora
Andrew G. Prout
Attorneys for Plaintiff
IV SOLUTIONS, INC.
APPENDIX

The Appendix provides a list of each of the accounts sued upon by: (1) first and last initial of the names of the patients serviced, (2) the first year that IV Solutions serviced the patient, and (3) the balance of moneys due from the Defendant and owing to IV Solutions.

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