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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION**

DUAL DIAGNOSIS TREATMENT  
CENTER, INC., a California  
corporation; SATYA HEALTH OF  
CALIFORNIA, INC., a California  
corporation; ADEONA  
HEALTHCARE, INC., a California  
corporation; SOVEREIGN HEALTH  
OF FLORIDA, INC., a Delaware  
corporation; SOVEREIGN HEALTH  
OF PHOENIX, INC., a Delaware  
corporation; and SOVEREIGN ASSET  
MANAGEMENT, INC., a Delaware  
corporation,

Plaintiffs,

v.

BLUE CROSS OF CALIFORNIA d/b/a  
ANTHEM BLUE CROSS; ANTHEM  
HEALTH PLANS, INC. d/b/a  
ANTHEM BLUE CROSS AND BLUE

Case No. SACV15-736 DOC (RNBx)

**FIRST AMENDED COMPLAINT  
FOR:**

**VIOLATIONS OF ERISA  
(29 U.S.C. § 1132(a)(1)(B))**

**VIOLATIONS OF ERISA  
(29 U.S.C. § 1132(a)(2))**

**VIOLATIONS OF ERISA  
(29 U.S.C. § 1132(a)(3))**

**UNFAIR COMPETITION  
(Common Law and Cal. Bus. & Prof.  
Code §§ 17200 et seq)**

**JURY TRIAL DEMANDED**

1 SHIELD; ANTHEM HEALTH PLANS  
2 OF KENTUCKY, INC. d/b/a ANTHEM  
3 BLUE CROSS AND BLUE SHIELD;  
4 ANTHEM INSURANCE  
5 COMPANIES, INC. d/b/a ANTHEM  
6 BLUE CROSS AND BLUE SHIELD;  
7 ANTHEM HEALTH PLANS OF  
8 VIRGINIA, INC.; THE ANTHEM  
9 COMPANIES, INC. d/b/a BLUE  
10 CROSS BLUE SHIELD OF  
11 WISCONSIN; BLUE CROSS AND  
12 BLUE SHIELD OF ALABAMA;  
13 BLUE CROSS AND BLUE SHIELD  
14 OF GEORGIA, INC., d/b/a ANTHEM  
15 BLUE CROSS AND BLUE SHIELD;  
16 USABLE MUTUAL INSURANCE  
17 COMPANY d/b/a ARKANSAS BLUE  
18 CROSS AND BLUE SHIELD and/or  
19 BLUEADVANTAGE  
20 ADMINISTRATORS OF ARKANSAS;  
21 BCBSM, INC. d/b/a BLUE CROSS  
22 BLUE SHIELD OF MINNESOTA;  
23 BLUE CROSS AND BLUE SHIELD  
24 OF ARIZONA, INC.; BLUE CROSS  
25 AND BLUE SHIELD OF FLORIDA,  
26 INC. d/b/a FLORIDA BLUE; BLUE  
27 CROSS AND BLUE SHIELD OF  
28 KANSAS CITY d/b/a BLUE KC;  
BLUE CROSS AND BLUE SHIELD  
OF KANSAS, INC.; BLUE CROSS  
AND BLUE SHIELD OF  
MASSACHUSETTS, INC.; BLUE  
CROSS AND BLUE SHIELD OF  
MASSACHUSETTS HMO BLUE,  
INC.; BLUE CROSS AND BLUE  
SHIELD OF NEBRASKA; BLUE  
CROSS BLUE SHIELD OF  
MICHIGAN MUTUAL INSURANCE  
COMPANY; BLUE CROSS AND  
BLUE SHIELD OF NORTH  
CAROLINA; BLUE CROSS AND  
BLUE SHIELD OF SOUTH  
CAROLINA; BLUE CROSS BLUE  
SHIELD OF TENNESSEE, INC.;  
BLUE CROSS BLUE SHIELD OF  
WYOMING; BLUE CROSS OF  
IDAHO HEALTH SERVICE, INC.  
d/b/a BLUE CROSS OF IDAHO;  
CALIFORNIA PHYSICIANS'  
SERVICE d/b/a BLUE SHIELD OF  
CALIFORNIA; COMMUNITY  
INSURANCE COMPANY d/b/a  
ANTHEM BLUE CROSS AND BLUE  
SHIELD; EMPIRE HEALTHCHOICE

1 ASSURANCE, INC. d/b/a EMPIRE  
2 BLUECROSS BLUESHIELD and/or  
3 ANTHEM BLUE CROSS AND BLUE  
4 SHIELD; EXCELLUS HEALTH  
5 PLAN, INC. d/b/a EXCELLUS BLUE  
6 CROSS BLUE SHIELD; GROUP  
7 HOSPITALIZATION AND MEDICAL  
8 SERVICES, INC. d/b/a CAREFIRST  
9 BLUECROSS BLUESHIELD;  
10 CAREFIRST OF MARYLAND, INC.  
11 d/b/a CAREFIRST BLUECROSS  
12 BLUESHIELD; HAWAI'I MEDICAL  
13 SERVICE ASSOCIATION d/b/a BLUE  
14 CROSS BLUE SHIELD OF HAWAI'I;  
15 HEALTH CARE SERVICE  
16 CORPORATION, A MUTUAL LEGAL  
17 RESERVE COMPANY d/b/a  
18 BLUECROSS BLUESHIELD OF  
19 ILLINOIS; BLUECROSS  
20 BLUESHIELD OF MONTANA;  
21 BLUECROSS BLUESHIELD OF  
22 NEW MEXICO; BLUECROSS  
23 BLUESHIELD OF OKLAHOMA;  
24 and/or BLUECROSS BLUESHIELD  
25 OF TEXAS; HIGHMARK, INC.;  
26 HIGHMARK BLUE CROSS BLUE  
27 SHIELD; HIGHMARK BLUE  
28 SHIELD; BLUE CROSS OF  
NORTHEASTERN PENNSYLVANIA;  
HIGHMARK BCBS INC. d/b/a  
HIGHMARK BLUE CROSS BLUE  
SHIELD DELAWARE.; HORIZON  
HEALTHCARE SERVICES, INC. d/b/a  
HORIZON BLUE CROSS BLUE  
SHIELD OF NEW JERSEY;  
INDEPENDENCE BLUE CROSS,  
INC.; LOUISIANA HEALTH  
SERVICE & INDEMNITY COMPANY  
d/b/a BLUE CROSS AND BLUE  
SHIELD OF LOUISIANA; PREMIER  
BLUE CROSS; PREMIER BLUE  
CROSS BLUE SHIELD OF ALASKA;  
REGENCE BLUECROSS  
BLUESHIELD OF OREGON;  
REGENCE BLUECROSS  
BLUESHIELD OF UTAH; REGENCE  
BLUESHIELD d/b/a BLUE SHIELD  
OF WASHINGTON; ROCKY  
MOUNTAIN HOSPITAL AND  
MEDICAL SERVICE, INC. d/b/a  
BLUE CROSS AND BLUE SHIELD  
OF COLORADO and/or ANTHEM  
BLUE CROSS AND BLUE SHIELD;  
WELLMARK, INC. d/b/a

1 WELLMARK BLUE CROSS BLUE  
2 SHIELD OF IOWA; WELLMARK OF  
3 SOUTH DAKOTA, INC. d/b/a  
4 WELLMARK BLUE CROSS BLUE  
5 SHIELD OF SOUTH DAKOTA; 3M  
6 EMPLOYEES' WELFARE BENEFITS  
7 ASSOCIATION (TRUST II) PLAN;  
8 ALLTECH, INC. BENEFIT PLAN;  
9 BAXTER INTERNATIONAL INC.  
10 AND SUBSIDIARIES WELFARE  
11 BENEFIT PLAN; CHICO'S FAS, INC.  
12 HEALTH & WELFARE BENEFIT  
13 PLAN; CONAGRA FOODS, INC.  
14 WELFARE BENEFIT WRAP PLAN;  
15 COVANCE, INC. HEALTH &  
16 WELFARE PLAN; C.R. BARD, INC.  
17 EMPLOYEE BENEFIT PLAN;  
18 EATON CORPORATION MEDICAL  
19 PLAN FOR U.S. EMPLOYEES;  
20 ELLIOTT ELECTRIC SUPPLY, INC.  
21 GROUP HEALTH PLAN; ERNST &  
22 YOUNG MEDICAL PLAN; GEICO  
23 CORPORATION CONSOLIDATED  
24 WELFARE BENEFITS PROGRAM;  
25 WALTER INVESTMENT  
26 MANAGEMENT CORP.  
27 COMPREHENSIVE WELFARE  
28 BENEFIT PLAN; GROUP HEALTH &  
WELFARE BENEFITS PLAN OF  
AMERICAN EAGLE AIRLINES, INC.  
& ITS AFFILIATES; THE GROUP  
LIFE AND HEALTH BENEFITS  
PLAN FOR EMPLOYEES OF  
PARTICIPATING AMR  
CORPORATION SUBSIDIARIES;  
H.E. BUTT GROCERY COMPANY  
WELFARE BENEFIT PLAN;  
HUNTINGTON BANCSHARES  
INCORPORATED HEALTH CARE  
PLAN; J.R. SIMPLOT COMPANY  
GROUP HEALTH & WELFARE  
PLAN; LIVE NATION  
ENTERTAINMENT, INC. GROUP  
BENEFITS PLAN; MARTIN  
MARIETTA MEDICAL PLAN; THE  
MILTON S. HERSHEY MEDICAL  
CENTER HEALTH AND WELFARE  
PLAN; NOVARTIS CORPORATION  
WELFARE BENEFIT PLAN;  
ORASURE TECHNOLOGIES INC.  
HEALTH AND WELFARE PLAN;  
OREGON TEAMSTER EMPLOYERS  
TRUST; OWENS-ILLINOIS SALARY  
EMPLOYEES WELFARE BENEFIT

1 PLAN; PETER KIEWIT SONS', INC.  
2 HEALTH & WELFARE PLAN; RIO  
3 TINTO AMERICA INC. HEALTH &  
4 WELFARE PLAN; SAS INSTITUTE  
5 INC. WELFARE BENEFITS PLAN;  
6 SEABRIGHT HOLDINGS, INC.  
7 GROUP HEALTH PLAN; TUV  
8 AMERICA, INC. INSURANCE  
9 BENEFITS PLAN; TWIN CITIES  
10 BAKERY DRIVERS HEALTH &  
11 WELFARE FUND; VERIZON  
12 NATIONAL PPO WEST; VERTICAL  
13 SEARCH WORKS, INC. MEDICAL  
14 PLAN; VIASAT, INC. EMPLOYEE  
15 BENEFIT PLAN; WAL-MART  
16 STORES, INC. ASSOCIATES  
17 HEALTH & WELFARE PLAN;  
18 WEBMD HEALTH AND WELFARE  
19 PLAN; WELLS FARGO & COMPANY  
20 HEALTH PLAN; XEROX BUSINESS  
21 SERVICES, LLC FUNDED  
22 WELFARE BENEFIT PLAN; GKN  
23 EMPLOYEE WELFARE BENEFIT  
24 PLAN; ION GEOPHYSICAL  
25 CORPORATION GROUP HEALTH  
26 PLAN; XEROX CORPORATION  
27 WELFARE PLAN; THE LILLY  
28 EMPLOYEE WELFARE PLAN;  
BLUE CROSS & BLUE SHIELD OF  
ARIZONA, INC. EMPLOYEE  
HEALTH PLAN; HL FINANCIAL  
SERVICES, LLC EMPLOYEE  
BENEFITS PLAN; NHS HUMAN  
SERVICES WELFARE PLAN; THE  
MASTER BUILDERS ASSOCIATION  
HEALTH INSURANCE TRUST;  
NORDSTROM, INC. WELFARE  
BENEFIT PLAN; HOME DEPOT  
WELFARE BENEFITS PLAN;  
ROCKET SOFTWARE GROUP  
INSURANCE BENEFITS PLAN;  
INTEGRA TELECOM, INC. HEALTH  
& WELFARE PLAN; TIME WARNER  
CABLE BENEFITS PLAN; IESI  
CORPORATION EMPLOYEE  
WELFARE BENEFITS PLAN; PEAK  
10, INC. EMPLOYEE BENEFIT  
PLAN; PEAK FINANCE COMPANY  
GROUP HEALTH PLAN;  
DYCOM INDUSTRIES HEALTH  
AND WELFARE PLAN;  
MEDTRONIC, INC. GROUP  
INSURANCE PLAN; PEPSICO  
EMPLOYEE HEALTH CARE

1 PROGRAM; FOLLETT  
2 CORPORATION EMPLOYEES  
3 BENEFIT TRUST; OGLETREE,  
4 DEAKINS, NASH, SMOAK &  
5 STEWART, P.C. GROUP MEDICAL  
6 PLAN; WAFERTECH LLC HEALTH  
7 & WELFARE PLAN; ALASKA AIR  
8 GROUP, INC. WELFARE BENEFIT  
9 PLAN; FNB CORPORATION  
10 HEALTH AND WELFARE PLAN;  
11 LECROY HEALTH AND  
12 DISABILITY BENEFIT PLAN;  
13 SIMMONS WELFARE BENEFIT  
14 PLAN; MEDIANEWS GROUP  
15 WELFARE BENEFITS PLAN;  
16 ASCENSION SMARTHEALTH  
17 MEDICAL PLAN; SALLIE MAE  
18 EMPLOYEES COMPREHENSIVE  
19 WELFARE BENEFITS PLAN;  
20 ACTIVE POWER, INC. HEALTH  
21 AND WELFARE PLAN;  
22 MACHINISTS HEALTH & WELFARE  
23 TRUST FUND; MUELLER WATER  
24 PRODUCTS, INC. FLEXIBLE  
25 BENEFITS PLAN; CNS HEALTH  
26 AND WELFARE BENEFITS PLAN;  
27 ALLIANT INSURANCE SERVICES  
28 WELFARE BENEFITS PLAN;  
PUBLIX SUPER MARKETS, INC.  
GROUP HEALTH BENEFIT PLAN;  
COMMUNITY HEALTH SYSTEMS  
GROUP HEALTH PLAN; USUI  
INTERNATIONAL GROUP HEALTH  
& WELFARE PLAN; TRANSPORT  
CORPORATION OF AMERICA, INC.  
EMPLOYEE HEALTH AND  
WELFARE BENEFIT PLAN;  
ARDENT HEALTH SERVICES  
WELFARE BENEFIT PLAN; FRANK  
CALANDRA, INC. MEDICAL PLAN;  
NATIONAL MEDICAL CARE, INC.  
GROUP MEDICAL, DENTAL, LIFE  
AND AD&D PLAN; THE STEAK N  
SHAKE EMPLOYEE BENEFIT  
PLAN; HENRY SCHEIN, INC.  
DEPENDENT AND MEDICAL  
FLEXIBLE SPENDING ACCOUNT  
PLAN; LIBERTY MUTUAL  
MEDICAL PLAN; CORRECTIONS  
CORPORATION OF AMERICA SCA  
EMPLOYEES BENEFIT PLAN; THE  
SOUTHWEST SHIPYARD, L.P.  
CAFETERIA PLAN; F5 NETWORKS,  
INC. EMPLOYEE BENEFIT PLAN;



1 MDU RESOURCES GROUP, INC.  
2 HEALTH AND WELFARE BENEFITS  
3 PROGRAM; EMPLOYEES' BENEFIT  
4 PLAN OF GENERAL MILLS, INC.;  
5 GROUP WELFARE PLAN FOR  
6 QUEST DIAGNOSTICS  
7 INCORPORATED; NORTHROP  
8 GRUMMAN CORPORATION GROUP  
9 BENEFITS PLAN; SIERRA NEVADA  
10 BREWING CO. WELFARE  
11 BENEFITS PLAN; RAYONIER, INC.  
12 WELFARE PLANS; NECA/IBEW  
13 FAMILY MEDICAL CARE PLAN;  
14 RANDALL S. FUDGE P.C.  
15 EMPLOYEE BENEFITS PLAN;  
16 GENTIVA HEALTH SERVICES  
17 HEALTH & WELFARE PLAN;  
18 eHEALTH WELFARE PLAN; TUV  
19 AMERICA, INC. INSURANCE  
20 BENEFITS PLAN; CONSOLIDATED  
21 GRAPHICS, INC. GROUP BENEFITS  
22 PLAN; FASTRAC MARKETS LLC  
23 EMPLOYEE WELFARE BENEFIT  
24 PLAN; FERGUSON ENTERPRISES  
25 INC. FLEXIBLE BENEFITS PLAN;  
26 SACRED HEART UNIVERSITY'S  
27 GROUP HEALTH INSURANCE  
28 BENEFIT PLAN; PIONEER ENERGY  
SERVICES CORP. GROUP HEALTH  
PLAN; THE KROGER CO. HEALTH  
& WELFARE BENEFIT PLAN; THE  
HARTFORD FIRE INSURANCE  
COMPANY EMPLOYEE MEDICAL  
AND DENTAL EXPENSE BENEFITS  
PLAN; BLOOMBERG L.P. HEALTH  
AND WELFARE PLAN; INTEL  
CORPORATION HEALTH AND  
WELFARE BENEFIT PLAN; ST.  
LUKE'S LUTHERAN CARE  
CENTER EMPLOYEE HEALTH  
CARE PLAN; BANK OF THE WEST  
EMPLOYEE BENEFIT PLAN; TAC  
MANUFACTURING, INC.  
EMPLOYEE WELFARE BENEFIT  
PLAN; INLANDBOATMEN'S UNION  
OF THE PACIFIC NATIONAL  
HEALTH BENEFIT TRUST;  
CARGOTEC HOLDING, INC.  
GROUP HEALTH & WELFARE  
PLAN; SHEET METAL WORKERS'  
LOCAL NO. 40 HEALTH FUND; THE  
AEROSPACE CORPORATION  
GROUP HOSPITAL-MEDICAL  
PLAN; ALBERTSON'S LLC HEALTH

1 & WELFARE PLAN; SPOKANE  
2 TEACHERS CREDIT UNION  
3 EMPLOYEE MEDICAL & DENTAL  
4 PLAN; CONSTRUCTION INDUSTRY  
5 LABORERS WELFARE FUND;  
6 INTEVAC LIFE AND WELFARE  
7 PLAN; MIDWEST OPERATING  
8 ENGINEERS WELFARE FUND  
9 RETIREE HEALTH AND WELFARE  
10 PLAN; UNIVERSITY OF  
11 NEBRASKA FOUNDATION  
12 WELFARE BENEFITS PLAN; TENET  
13 EMPLOYEE BENEFIT PLAN; THE  
14 LINCOLN ELECTRIC COMPANY  
15 WELFARE BENEFITS PLAN;  
16 INTERRAIL SIGNALS, INC.  
17 WELFARE BENEFIT PLAN; UNITED  
18 SURGICAL PARTNERS, INTL  
19 WELFARE BENEFIT PLAN;  
20 KENTUCKY CONSTRUCTION  
21 INDUSTRY TRUST;  
22 GENERAL NUTRITION GROUP  
23 INSURANCE PLAN; SCANA  
24 CORPORATION HEALTH &  
25 WELFARE PLAN; ENSCO HEALTH  
26 PLAN; METAL-MATIC, INC.  
27 WELFARE BENEFIT PLAN; LAYNE  
28 CHRISTENSEN COMPANY HEALTH  
AND WELFARE PLAN; LIMITED  
BRANDS, INC. HEALTH AND  
WELFARE BENEFITS PLAN;  
ASANTE EMPLOYEE BENEFITS  
PLAN; NATURE'S PATH FOODS,  
INC. WELFARE BENEFIT PLAN;  
SOUTHERN CALIFORNIA IBEW-  
NECA HEALTH TRUST FUND;  
BIMBO BAKERIES USA HEALTH  
AND WELFARE PLAN; SAGE  
SOFTWARE INC. AND CO-  
SPONSORING AFFILIATES HEALTH  
AND WELFARE PLAN;  
BAYHEALTH MEDICAL CENTER  
EMPLOYEE HEALTH AND DENTAL  
INSURANCE PLAN; PORTLAND  
AREA UFCW LOCAL 555-  
EMPLOYERS HEALTH PLAN;  
TRINET EMPLOYEE BENEFIT  
INSURANCE PLAN; U.S. LBM  
HOLDINGS, LLC EMPLOYEE  
BENEFIT PLAN; U.S. RENAL CARE,  
INC. WELFARE BENEFIT PLAN;  
YATES PETROLEUM  
CORPORATION, ET AL. FLEXIBLE  
BENEFITS CAFETERIA PLAN;



1 UNITED STATES STEEL PLAN FOR  
2 ACTIVE EMPLOYEE INSURANCE  
3 BENEFITS; PUGET SOUND PILOTS  
4 GROUP HEALTH PLAN;  
5 AMERIFLIGHT, LLC GROUP LIFE &  
6 HEALTH INSURANCE PLAN;  
7 MORRIS BART EMPLOYEE  
8 BENEFITS PLAN; GLOBECAST  
9 HEALTH AND WELFARE BENEFITS  
10 PLAN; GLOBYS, INC. GROUP  
11 HEALTH PLAN; CARGILL,  
12 INCORPORATED & PARTICIPATING  
13 AFFILIATES GROUP HEALTH  
14 PLAN; ACWA/JPIA EMPLOYEE  
15 BENEFITS PROGRAM; THE DOG  
16 LADY, LLC GROUP HEALTH PLAN;  
17 UNIVERSITY OF HAWAII /  
18 CHAMINADE UNIVERSITY  
19 STUDENT PLAN; HDR, INC. GROUP  
20 INSURANCE PLAN; BRICKLAYERS  
21 AND ALLIED CRAFTWORKERS  
22 LOCAL 1 PA/DE HEALTH &  
23 WELFARE FUND; PROFIT INSIGHT  
24 HOLDINGS, LLC GROUP HEALTH  
25 PLAN; DELTA KAPPA GAMMA  
26 SOCIETY INTERNATIONAL  
27 HEALTH BENEFIT PLAN; DIRT  
28 FREE FLOOD SERVICES INC.  
HEALTH BENEFIT PLAN; EINSTEIN  
NOAH RESTAURANT GROUP, INC.  
EMPLOYEE BENEFIT PLAN;  
NORTHERN CALIFORNIA SHEET  
METAL WORKERS HEALTH CARE  
PLAN; JENNINGS AMERICAN  
LEGION HOSPITAL EMPLOYEE  
BENEFIT PLAN; MERCY HEALTH  
SERVICES, INC. AND  
SUBSIDIARIES MEDICAL PLAN;  
TUCSON ELECTRIC POWER  
COMPANY EMPLOYEE GROUP  
INSURANCE PLAN;  
and DOES 1 to 10, inclusive,

Defendants.

## **INTRODUCTION**

1. The Blue Cross Blue Shield Association (the “Association”) and its affiliated insurance companies (the “Blue Cross Companies”) (collectively “Blue

1 Cross”) provide health insurance coverage to about one in three Americans.  
2 According to Blue Cross’s own press, ninety-one percent of health care providers  
3 have contracted with Blue Cross entities to offer discounted services to Blue Cross  
4 members, and ninety-seven percent of the claims that Blue Cross pays are to such  
5 “in-network” providers.

6 2. This litigation arises out of Blue Cross’s efforts to coerce the few  
7 remaining “out-of-network” providers, such as Plaintiffs Dual Diagnosis Treatment  
8 Center, Inc.; Satya Health of California, Inc.; Adeona Healthcare, Inc.; Sovereign  
9 Health of Florida, Inc.; and Sovereign Health of Phoenix, Inc., to join Blue Cross’s  
10 vast provider network.

11 3. In a nutshell, Blue Cross refuses to honor assignments its individual  
12 insureds give to out-of network providers like Plaintiffs. As a matter of practice,  
13 Plaintiffs submit claims for benefits to Blue Cross Companies on industry standard  
14 UB-04 forms; on those forms they explicitly indicate that they have received an  
15 assignment of benefits. The Blue Cross Companies flatly and summarily ignore the  
16 assignments and mail payments to their individual insureds. In this case, Blue  
17 Cross’s systemic disregard of these valid assignment contracts led the Blue Cross  
18 Companies to send *millions* of dollars to chemically dependent individuals instead  
19 of Plaintiffs, who as a result can only recover pennies on the dollar for the medical  
20 services they provided.

21 4. Because the vast majority of Blue Cross insureds who seek treatment  
22 from Plaintiffs receive health insurance through work, their benefits are covered by  
23 the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 *et seq.*  
24 (“ERISA”). Plaintiffs became “beneficiaries” under ERISA when they received  
25 valid assignments of benefits from their Blue Cross insured patients, and they  
26 became “claimants” when they submitted UB-04 claim forms to the Blue Cross  
27 Companies.

5. Plaintiffs bring this suit to enforce their valid assignments of benefits and to vindicate their rights under ERISA, and to the extent applicable, state law. Plaintiffs not only seek to recover damages for benefit claims that have been wrongfully denied, but also to enjoin Blue Cross from blatantly disregarding numerous federal regulations that require benefit denials to be in writing, specific, and reasoned—regulations that stand as an obstacle to Blue Cross’s cynical bid to stonewall and bully smaller medical providers.

## JURISDICTION AND VENUE

6. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331 and ERISA § 502(e)(1), 29 U.S.C. § 1132(e)(1), and pursuant to 28 U.S.C. § 1367.

7. ERISA provides for nationwide service of process. ERISA § 502(e)(2), 29 U.S.C. § 1132(e)(2). All Defendants are either residents of the United States or subject to service in the United States and this Court therefore has personal jurisdiction over them.

8. Venue is proper in this district pursuant to ERISA § 502(e)(2), 29 U.S.C. § 1132(e)(2), because much of the conduct that is the subject of this lawsuit occurred within this District, and at least one Defendant resides in this District and all Defendants conduct business within this District, either directly or through wholly owned and controlled subsidiaries.

## THE PARTIES

### A. Plaintiffs

9. Plaintiffs are entities that provide in- and outpatient substance abuse and/or mental health treatment in California, Arizona, and Florida.

10. Dual Diagnosis Treatment Center, Inc. (“Dual Diagnosis”) is a corporation duly organized and existing under the laws of California. Dual Diagnosis does business as “Sovereign Health of California,” and on occasion

1 under other names in accordance with its governing certifications and licensures.  
2 Dual Diagnosis is certified to operate and maintain behavioral health treatment  
3 facilities in San Clemente, Culver City, and Palm Springs, California.

4 11. Satya Health of California, Inc. (“Satya”) is a corporation duly  
5 organized and existing under the laws of California. Satya does business as  
6 “Sovereign by the Sea II,” and on occasion under other names in accordance with  
7 its governing certifications and licensures. Satya is licensed to operate and maintain  
8 behavioral health treatment facilities in San Clemente, Culver City, and Palm  
9 Springs, California.

10 12. Adeona Healthcare, Inc. (“Adeona”) is a corporation duly organized  
11 and existing under the laws of California. Adeona does business as “Sovereign  
12 Health Rancho/San Diego.” Adeona is licensed to operate and maintain a children’s  
13 group home in El Cajon, California.

14 13. Sovereign Health of Florida, Inc. (“Sovereign Florida”) is a  
15 corporation duly organized and existing under the laws of Delaware, doing business  
16 as “Sovereign Health of Florida.” Sovereign Florida is licensed to operate and  
17 maintain a residential care facility in Fort Myers, Florida.

18 14. Sovereign Health of Phoenix, Inc. (“Sovereign Phoenix”) is a  
19 corporation duly organized and existing under the laws of Delaware, doing business  
20 as “Sovereign Health of Phoenix.” Sovereign Phoenix is licensed to operate and  
21 maintain a behavioral health residential facility in Chandler, Arizona.

22 15. Sovereign Asset Management, Inc. (“SAM”) is a corporation duly  
23 organized and existing under the laws of Delaware, doing business as “Sovereign  
24 Health Group.”

25 16. For purposes of this Complaint, Dual Diagnosis, Satya, Adeona,  
26 Sovereign Florida, Sovereign Phoenix, and SAM are collectively referred or  
27

1 individually referred to as “Sovereign,” as context requires. The Sovereign entities  
2 are also collectively referred to as “Provider Plaintiffs” or “Plaintiffs.”

3 **B. Significant Non-Parties**

4 17. Medical Concierge, Inc. (“Medlink”) is a corporation duly organized  
5 and existing under the laws of California, doing business as “Medlink.” Medlink is  
6 licensed to operate and maintain an adult residential facility (“ARF”) for  
7 ambulatory mentally ill adults. At pertinent times, Medlink agreed to provide  
8 rehabilitation services to Sovereign as a fully furnished and appropriately licensed  
9 ARF, and to act as Sovereign’s agent in certain intake and claim matters, and  
10 Sovereign agreed to provide extensive non-medical management and administrative  
11 services, in exchange for fair consideration.

12 18. MedPro Billing, Inc. (“MedPro”) is a corporation duly organized and  
13 existing under the laws of Florida. MedPro provides benefits verification and  
14 eligibility information, utilization review, and medical billing and collection  
15 services to mental health and substance abuse treatment providers. At pertinent  
16 times, MedPro agreed to provide benefits verification and eligibility information,  
17 utilization review, and medical billing and collection services to, and in certain  
18 ways act as an agent for, Sovereign, in exchange for fair consideration.

19 **C. Defendants**

20 19. This lawsuit involves behavioral health treatment services rendered by  
21 Provider Plaintiffs to many individuals (“Former Patients”) who Plaintiffs are  
22 informed and believe, at all relevant times, possessed health insurance covering  
23 some or all of the services that Plaintiffs provided.

24 20. Plaintiffs are informed and believe that the relevant health insurance of  
25 each Former Patient was provided by an employer-sponsored plan covered by  
26 ERISA.

21. Plaintiffs are also informed and believe that, with regard to each and every Former Patient, the ERISA-governed coverage was insured and/or administered by one or more Blue Cross Company.

22. **The Welfare Plan Defendants.** Based upon documents obtained by Plaintiffs to date, Plaintiffs are informed and believe that the health insurance of each Former Patient was obtained through what ERISA defines as an “employee benefit plan.” 29 U.S.C. § 1002(3). Specifically, Plaintiffs are informed and believe that the health insurance of each Former Patient was obtained through what ERISA defines as a “welfare plan.” 29 U.S.C. § 1002(1). Section 502(d)(1) of ERISA, 29 U.S.C. § 1132(d)(1) provides that “[a]n employee benefit plan [such as a welfare plan] may sue or be sued under this subchapter as an entity . . . .” Plaintiffs name the following one hundred and fifty-eight [158] ERISA-governed welfare plans as defendants in this lawsuit:

(1) 3M Employees’ Welfare Benefits Association (Trust II) Plan (the “3M Plan”). Plaintiffs are informed and believe that Defendant 3M Plan is an employer-sponsored welfare plan capable of suing and being sued pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal place of business of the 3M Plan is 3M Center, 224-2W-15, St. Paul, Minnesota 55144.

(2) Alltech, Inc. Benefit Plan (the “Alltech Plan”). Plaintiffs are informed and believe that Defendant Alltech Plan is an employer-sponsored welfare plan capable of suing and being sued pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal place of business of the Alltech Plan is 3031 Catnip Hill Pike, Nicholasville, Kentucky 40356.

(3) Baxter International Inc. and Subsidiaries Welfare Benefit Plan (the “Baxter Plan”). Plaintiffs are informed and believe that Defendant Baxter Plan is an employer-sponsored welfare plan capable of suing and being sued



1 pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal  
2 place of business of the Baxter Plan is One Baxter Parkway, Deerfield, Illinois  
3 60015.

4 (4) Chico's FAS, Inc. Health & Welfare Benefit Plan (the "FAS  
5 Plan"). Plaintiffs are informed and believe that Defendant FAS Plan is an  
6 employer-sponsored welfare plan capable of suing and being sued pursuant to  
7 section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal place of  
8 business of the FAS Plan is 11215 Metro Parkway, Fort Meyers, Florida  
9 33966.

10 (5) ConAgra Foods, Inc. Welfare Benefit WRAP Plan (the  
11 "ConAgra Plan"). Plaintiffs are informed and believe that Defendant ConAgra  
12 Plan is an employer-sponsored welfare plan capable of suing and being sued  
13 pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal  
14 place of business of the ConAgra Plan is 1 Conagra Drive, Omaha, Nebraska  
15 68102.

16 (6) Covance, Inc. Health & Welfare Plan (the "Covance Plan").  
17 Plaintiffs are informed and believe that Defendant Covance Plan is an  
18 employer-sponsored welfare plan capable of suing and being sued pursuant to  
19 section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal place of  
20 business of the Covance Plan is 210 Carnegie Center, Princeton, New Jersey  
21 08540.

22 (7) C.R. Bard, Inc. Employee Benefit Plan (the "Bard Plan").  
23 Plaintiffs are informed and believe that Defendant Bard Plan is an employer-  
24 sponsored welfare plan capable of suing and being sued pursuant to section  
25 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal place of business of the  
26 Bard Plan is 730 Central Avenue, Murray Hill, New Jersey 07974.

1           (8) Eaton Corporation Medical Plan for U.S. Employees (the “Eaton  
2 Plan”). Plaintiffs are informed and believe that Defendant Eaton Plan is an  
3 employer-sponsored welfare plan capable of suing and being sued pursuant to  
4 section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal place of  
5 business of the Eaton Plan is 1000 Eaton Boulevard, Cleveland, Ohio 44122.

6           (9) Elliott Electric Supply, Inc. Group Health Plan (the “Elliott  
7 Electric Plan”). Plaintiffs are informed and believe that Defendant Elliott  
8 Electric Plan is an employer-sponsored welfare plan capable of suing and  
9 being sued pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The  
10 principal place of business of the Elliott Electric Plan is 2526 North Stallings  
11 Drive, Nacogdoches, Texas 75963.

12           (10) Ernst & Young Medical Plan (the “Ernst & Young Plan”).  
13 Plaintiffs are informed and believe that Defendant Ernst & Young Plan is an  
14 employer-sponsored welfare plan capable of suing and being sued pursuant to  
15 section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal place of  
16 business of the Ernst & Young Plan is 200 Plaza Drive, Secaucus, New Jersey  
17 07094.

18           (11) Geico Corporation Consolidated Welfare Benefits Program (the  
19 “Geico Plan”). Plaintiffs are informed and believe that Defendant Geico Plan  
20 is an employer-sponsored welfare plan capable of suing and being sued  
21 pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal  
22 place of business of the Geico Plan is One Geico Plaza, Washington D.C.  
23 20076.

24           (12) Walter Investment Management Corp. Comprehensive Welfare  
25 Benefit Plan, formerly known as Green Tree Comprehensive Welfare Plan  
26 (the “Green Tree Plan”). Plaintiffs are informed and believe that Defendant  
27 Green Tree Plan is an employer-sponsored welfare plan capable of suing and

1 being sued pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The  
2 principal place of business of the Green Tree Plan is 600 Landmark Towers,  
3 345 St. Peter Street, St. Paul, Minnesota 55102.

4 (13) Group Health & Welfare Benefits Plan of American Eagle  
5 Airlines, Inc. & Its Affiliates (the “AEA Plan”). Plaintiffs are informed and  
6 believe that Defendant AEA Plan is an employer-sponsored welfare plan  
7 capable of suing and being sued pursuant to section 502(d) of ERISA, 29  
8 U.S.C. § 1132(d). The principal place of business of the AEA Plan is 4333  
9 Amon Carter Boulevard, MD-5485, Fort Worth, Texas 76155.

10 (14) The Group Life and Health Benefits Plan for Employees of  
11 Participating AMR Corporation Subsidiaries (the “American Air Plan”).  
12 Plaintiffs are informed and believe that Defendant American Air Plan is an  
13 employer-sponsored welfare plan capable of suing and being sued pursuant to  
14 section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal place of  
15 business of the American Air Plan is 4333 Amon Carter Boulevard, Fort  
16 Worth, Texas 76155.

17 (15) H.E. Butt Grocery Company Welfare Benefit Plan (the “H.E.  
18 Butt Grocery Plan”). Plaintiffs are informed and believe that Defendant H.E.  
19 Butt Grocery Plan is an employer-sponsored welfare plan capable of suing  
20 and being sued pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d).  
21 The principal place of business of the H.E. Butt Grocery Plan is 646 South  
22 Main Avenue, San Antonio, Texas 78204.

23 (16) Huntington Bancshares Incorporated Health Care Plan (the  
24 “Huntington Plan”). Plaintiffs are informed and believe that Defendant  
25 Huntington Plan is an employer-sponsored welfare plan capable of suing and  
26 being sued pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The  
27

1 principal place of business of the Huntington Plan is 41 South High Street  
2 HC0339, Columbus, Ohio 43215.

3 (17) J.R. Simplot Company Group Health & Welfare Plan (the  
4 “Simplot Plan”). Plaintiffs are informed and believe that Defendant Simplot  
5 Plan is an employer-sponsored welfare plan capable of suing and being sued  
6 pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal  
7 place of business of the Simplot Plan is 999 Main Street, Boise, Idaho 83702.

8 (18) Live Nation Entertainment, Inc. Group Benefits Plan (the “Live  
9 Nation Plan”). Plaintiffs are informed and believe that Defendant Live Nation  
10 Plan is an employer-sponsored welfare plan capable of suing and being sued  
11 pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal  
12 place of business of the Live Nation Plan is 7060 Hollywood Boulevard, 2nd  
13 Floor, Hollywood, California 90028.

14 (19) Martin Marietta Medical Plan (the “Martin Marietta Plan”).  
15 Plaintiffs are informed and believe that Defendant Martin Marietta Plan is an  
16 employer-sponsored welfare plan capable of suing and being sued pursuant to  
17 section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal place of  
18 business of the Martin Marietta Plan is 2710 Wycliff Road, Raleigh, North  
19 Carolina 27607.

20 (20) The Milton S. Hershey Medical Center Health and Welfare Plan  
21 (the “Milton S. Hershey Plan”). Plaintiffs are informed and believe that  
22 Defendant Milton S. Hershey Plan is an employer-sponsored welfare plan  
23 capable of suing and being sued pursuant to section 502(d) of ERISA, 29  
24 U.S.C. § 1132(d). The principal place of business of the Milton S. Hershey  
25 Plan is 500 University Drive, Hershey, Pennsylvania 17033.

26 (21) Novartis Corporation Welfare Benefit Plan (the “Novartis  
27 Plan”). Plaintiffs are informed and believe that Defendant Novartis Plan is an

1 employer-sponsored welfare plan capable of suing and being sued pursuant to  
2 section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal place of  
3 business of the Novartis Plan is One South Ridgedale Avenue, East Hanover,  
4 New Jersey 07936.

5 (22) OraSure Technologies Inc. Health and Welfare Plan (the  
6 “OraSure Tech Plan”). Plaintiffs are informed and believe that Defendant  
7 OraSure Tech Plan is an employer-sponsored welfare plan capable of suing  
8 and being sued pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d).  
9 The principal place of business of the OraSure Tech Plan is 220 East First  
10 Street, Bethlehem, Pennsylvania 18015.

11 (23) Oregon Teamster Employers Trust (the “Oregon Teamster  
12 Plan”). Plaintiffs are informed and believe that Defendant Oregon Teamster  
13 Plan is an employer-sponsored welfare plan capable of suing and being sued  
14 pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal  
15 place of business of the Oregon Teamster Plan is 3140 NE Broadway Street,  
16 Portland, Oregon 97208.

17 (24) Owens-Illinois Salary Employees Welfare Benefit Plan (the  
18 “Owens-Illinois Plan”). Plaintiffs are informed and believe that Defendant  
19 Owens-Illinois Plan is an employer-sponsored welfare plan capable of suing  
20 and being sued pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d).  
21 The principal place of business of the Owens-Illinois Plan is One Michael  
22 Owens Way, Perrysburg, Ohio 43551.

23 (25) Peter Kiewit Sons’, Inc. Health & Welfare Plan (the “Kiewit  
24 Plan”). Plaintiffs are informed and believe that Defendant Kiewit Plan is an  
25 employer-sponsored welfare plan capable of suing and being sued pursuant to  
26 section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal place of  
27

1 business of the Kiewit Plan is 1000 Kiewit Plaza, 3555 Farnam Street,  
2 Omaha, Nebraska 68131.

3 (26) Rio Tinto America Inc. Health & Welfare Plan (the “Rio Tinto  
4 Plan”). Plaintiffs are informed and believe that Defendant Rio Tinto Plan is  
5 an employer-sponsored welfare plan capable of suing and being sued  
6 pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal  
7 place of business of the Rio Tinto Plan is 4700 Daybreak Parkway, South  
8 Jordan, Utah 84095.

9 (27) Consolidated Graphics, Inc. Group Benefits Plan (the  
10 “Consolidated Graphics Plan”). Plaintiffs are informed and believe that  
11 Defendant Consolidated Graphics Plan is an employer-sponsored welfare  
12 plan capable of suing and being sued pursuant to section 502(d) of ERISA,  
13 29 U.S.C. § 1132(d). The principal place of business of the Consolidated  
14 Graphics Plan is 1614 East 40th Street, Cleveland, Ohio 44103.

15 (28) SAS Institute Inc. Welfare Benefits Plan (the “SAS Plan”).  
16 Plaintiffs are informed and believe that Defendant SAS Plan is an employer-  
17 sponsored welfare plan capable of suing and being sued pursuant to section  
18 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal place of business of the  
19 SAS Plan is SAS Campus Drive, Cary, North Carolina 27513.

20 (29) SeaBright Holdings, Inc. Group Health Plan (the “SeaBright  
21 Plan”). Plaintiffs are informed and believe that Defendant SeaBright Plan is  
22 an employer-sponsored welfare plan capable of suing and being sued  
23 pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal  
24 place of business of the SeaBright Plan is 1501 Fourth Avenue, Suite 2600,  
25 Seattle, Washington 98101.

26 (30) TUV America, Inc. Insurance Benefits Plan (the “TUV Plan”).  
27 Plaintiffs are informed and believe that the TUV Plan is an employer-



1 sponsored welfare plan capable of suing and being sued pursuant to section  
2 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal place of business of the  
3 TUV Plan is 10 Centennial Drive, Peabody, Massachusetts 01960.

4 (31) Twin Cities Bakery Drivers Health & Welfare Fund (the  
5 “Bakery Drivers Plan”). Plaintiffs are informed and believe that Defendant  
6 Bakery Drivers Plan is an employer-sponsored welfare plan capable of suing  
7 and being sued pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d).  
8 The principal place of business of the Bakery Drivers Plan is 2919 Eagandale  
9 Boulevard, Suite 120, Eagan, Minnesota 55121.

10 (32) Verizon National PPO West (the “Verizon Plan”). Plaintiffs are  
11 informed and believe that Defendant Verizon Plan is an employer-sponsored  
12 welfare plan capable of suing and being sued pursuant to section 502(d) of  
13 ERISA, 29 U.S.C. § 1132(d). The principal place of business of the Verizon  
14 Plan is One Verizon Way, Basking Ridge, New Jersey 07920.

15 (33) Vertical Search Works, Inc. Medical Plan (the “Vertical Plan”).  
16 Plaintiffs are informed and believe that Defendant Vertical Plan is an  
17 employer-sponsored welfare plan capable of suing and being sued pursuant to  
18 section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal place of  
19 business of the Vertical Plan is 1919 Gallows Road, Suite 1050, Vienna,  
20 Virginia 22182.

21 (34) ViaSat, Inc. Employee Benefit Plan (the “ViaSat Plan”).  
22 Plaintiffs are informed and believe that Defendant ViaSat Plan is an  
23 employer-sponsored welfare plan capable of suing and being sued pursuant to  
24 section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal place of  
25 business of the ViaSat Plan is 6155 El Camino Real, Carlsbad, California  
26 92009.

1 (35) Wal-Mart Stores, Inc. Associates Health & Welfare Plan (the  
2 “Wal-Mart Plan”). Plaintiffs are informed and believe that Defendant Wal-  
3 Mart Plan is an employer-sponsored welfare plan capable of suing and being  
4 sued pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The  
5 principal place of business of the Wal-Mart Plan is 508 Southwest 8th Street,  
6 Bentonville, Arkansas 72716.

7 (36) WebMD Health and Welfare Plan (the “WebMD Plan”).  
8 Plaintiffs are informed and believe that Defendant WebMD Plan is an  
9 employer-sponsored welfare plan capable of suing and being sued pursuant to  
10 section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal place of  
11 business of the WebMD Plan is 111 Eighth Avenue, 7th Floor, New York,  
12 New York 10011.

13 (37) Wells Fargo & Company Health Plan (the “WF Plan”). Plaintiffs  
14 are informed and believe that Defendant WF Plan is an employer-sponsored  
15 welfare plan capable of suing and being sued pursuant to section 502(d) of  
16 ERISA, 29 U.S.C. § 1132(d). The principal place of business of the WF Plan  
17 is Wells Fargo & Company, 333 Market Street, MAC A0109-080, 8th Floor,  
18 San Francisco, California 94105.

19 (38) Xerox Business Services, LLC Funded Welfare Benefit Plan  
20 (the “Xerox Plan”). Plaintiffs are informed and believe that Defendant Xerox  
21 Plan is an employer-sponsored welfare plan capable of suing and being sued  
22 pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal  
23 place of business of the Xerox Plan is 1303 Ridgeview, R382-LV301,  
24 Lewisville, Texas 75057.

25 (39) GKN Employee Welfare Benefit Plan (the “GKN Plan”).  
26 Plaintiffs are informed and believe that Defendant GKN Plan is an employer-  
27 sponsored welfare plan capable of suing and being sued pursuant to section

1 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal place of business of the  
2 GKN Plan is 1150 West Bradley Avenue, El Cajon, California 92020.

3 (40) ION Geophysical Corporation Group Health Plan (the “ION  
4 Geophysical Plan”). Plaintiffs are informed and believe that Defendant ION  
5 Geophysical Plan is an employer-sponsored welfare plan capable of suing  
6 and being sued pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d).  
7 The principal place of business of the ION Geophysical Plan is 2105 City  
8 West Boulevard, Suite 400, Houston, Texas 77042.

9 (41) Xerox Corporation Welfare Plan (the “Xerox Corp. Plan”).  
10 Plaintiffs are informed and believe that Defendant Xerox Corp. Plan is an  
11 employer-sponsored welfare plan capable of suing and being sued pursuant to  
12 section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal place of  
13 business of the Xerox Corp. Plan is 45 Glover Avenue, Norwalk, Connecticut  
14 06856.

15 (42) The Lilly Employee Welfare Plan (the “Eli Lilly Plan”).  
16 Plaintiffs are informed and believe that Defendant Eli Lilly Plan is an  
17 employer-sponsored welfare plan capable of suing and being sued pursuant to  
18 section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal place of  
19 business of the Eli Lilly Plan is Lilly Corporate Center, Indianapolis, Indiana  
20 46285.

21 (43) Blue Cross & Blue Shield of Arizona, Inc. Employee Health  
22 Plan (the “BCBSAZ Employee Plan”). Plaintiffs are informed and believe  
23 that Defendant BCBSAZ Employee Plan is an employer-sponsored welfare  
24 plan capable of suing and being sued pursuant to section 502(d) of ERISA,  
25 29 U.S.C. § 1132(d). The principal place of business of the BCBSAZ  
26 Employee Plan is 8220 N. 23rd Avenue, Phoenix, Arizona 85021.

1           (44) HL Financial Services, LLC Employee Benefits Plan (the  
2           “Hilliard Lyons Plan”). Plaintiffs are informed and believe that Defendant  
3           Hilliard Lyons Plan is an employer-sponsored welfare plan capable of suing  
4           and being sued pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d).  
5           The principal place of business of the Hilliard Lyons Plan is 500 West  
6           Jefferson Street, Suite 700, Louisville, Kentucky 40202.

7           (45) NHS Human Services Welfare Plan (the “NHS Plan”). Plaintiffs  
8           are informed and believe that Defendant NHS Plan is an employer-sponsored  
9           welfare plan capable of suing and being sued pursuant to section 502(d) of  
10          ERISA, 29 U.S.C. § 1132(d). The principal place of business of the NHS  
11          Plan is 620 E. Germantown Pike, Lafayette Hill, Pennsylvania 19444.

12          (46) The Master Builders Association Health Insurance Trust (the  
13          “Master Builders Plan”). Plaintiffs are informed and believe that Defendant  
14          Master Builders Plan is an employer-sponsored welfare plan capable of suing  
15          and being sued pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d).  
16          The principal place of business of the Master Builders Plan is 335 116th  
17          Avenue S.E., Bellevue, Washington 98004.

18          (47) Nordstrom, Inc. Welfare Benefit Plan (the “Nordstrom Plan”).  
19          Plaintiffs are informed and believe that Defendant Nordstrom Plan is an  
20          employer-sponsored welfare plan capable of suing and being sued pursuant to  
21          section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal place of  
22          business of the Nordstrom Plan is 1617 Seventh Avenue, Suite 2600, Seattle,  
23          Washington 98101.

24          (48) Home Depot Welfare Benefits Plan (the “Home Depot Plan”).  
25          Plaintiffs are informed and believe that Defendant Home Depot Plan is an  
26          employer-sponsored welfare plan capable of suing and being sued pursuant to  
27          section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal place of

1 business of the Home Depot Plan is 2455 Ferry Road, Atlanta, Georgia  
2 30339.

3 (49) Rocket Software Group Insurance Benefits Plan (the “Rocket  
4 Software Plan”). Plaintiffs are informed and believe that Defendant Rocket  
5 Software Plan is an employer-sponsored welfare plan capable of suing and  
6 being sued pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The  
7 principal place of business of the Rocket Software Plan is 77 4th Avenue,  
8 Suite 100, Waltham, Massachusetts 02451.

9 (50) Integra Telecom, Inc. Health & Welfare Plan (the “Integra  
10 Plan”). Plaintiffs are informed and believe that Defendant Integra Plan is an  
11 employer-sponsored welfare plan capable of suing and being sued pursuant to  
12 section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal place of  
13 business of the Integra Plan is 18110 S.E. 34th Street, Building One, Suite  
14 100, Vancouver, Washington 98683.

15 (51) Time Warner Cable Benefits Plan (the “Time Warner Plan”).  
16 Plaintiffs are informed and believe that Defendant Time Warner Plan is an  
17 employer-sponsored welfare plan capable of suing and being sued pursuant to  
18 section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal place of  
19 business of the Time Warner Plan is 7820 Crescent Executive Drive,  
20 Charlotte, North Carolina 28217.

21 (52) IESI Corporation Employee Welfare Benefits Plan (the “IESI  
22 Corp. Plan”). Plaintiffs are informed and believe that Defendant IESI Corp.  
23 Plan is an employer-sponsored welfare plan capable of suing and being sued  
24 pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal  
25 place of business of the IESI Corp. Plan is 2301 Eagle Parkway, Suite 200,  
26 Fort Worth, Texas 76177.

1           (53) Peak 10, Inc. Employee Benefit Plan (the “Peak 10 Plan”).  
2 Plaintiffs are informed and believe that Defendant Peak 10 Plan is an  
3 employer-sponsored welfare plan capable of suing and being sued pursuant to  
4 section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal place of  
5 business of the Peak 10 Plan is 8809 Lenox Pointe Drive, Suite A, Charlotte,  
6 North Carolina 28273.

7           (54) Peak Finance Company Group Health Plan (the “Peak Finance  
8 Plan”). Plaintiffs are informed and believe that Defendant Peak Finance Plan  
9 is an employer-sponsored welfare plan capable of suing and being sued  
10 pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal  
11 place of business of the Peak Finance Plan is 5900 Canoga Avenue, Suite  
12 200, Woodland Hills, California 91367.

13           (55) Dycom Industries Health and Welfare Plan (the “Dycom Plan”).  
14 Plaintiffs are informed and believe that Defendant Dycom Plan is an  
15 employer-sponsored welfare plan capable of suing and being sued pursuant to  
16 section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal place of  
17 business of the Dycom Plan is 11780 U.S. Highway 1, Suite 101, Palm Beach  
18 Gardens, Florida 33408.

19           (56) Medtronic, Inc. Group Insurance Plan (the “Medtronic Plan”).  
20 Plaintiffs are informed and believe that Defendant Medtronic Plan is an  
21 employer-sponsored welfare plan capable of suing and being sued pursuant to  
22 section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal place of  
23 business of the Medtronic Plan is 710 Medtronic Parkway N.E., LC245,  
24 Minneapolis, Minnesota 55432.

25           (57) PepsiCo Employee Health Care Program (the “PepsiCo Plan”).  
26 Plaintiffs are informed and believe that Defendant PepsiCo Plan is an  
27 employer-sponsored welfare plan capable of suing and being sued pursuant to



1 section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal place of  
2 business of the PepsiCo Plan is 700 Anderson Hill Road, Purchase, New  
3 York 10577.

4 (58) Follett Corporation Employees Benefit Trust (the “Follett  
5 Plan”). Plaintiffs are informed and believe that Defendant Follett Plan is an  
6 employer-sponsored welfare plan capable of suing and being sued pursuant to  
7 section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal place of  
8 business of the Follett Plan is 3 Westbrook Corporate Center, Westchester,  
9 Illinois 60154.

10 (59) Ogletree, Deakins, Nash, Smoak & Stewart, P.C. Group Medical  
11 Plan (the “Ogletree Deakins Plan”). Plaintiffs are informed and believe that  
12 Defendant Ogletree Deakins Plan is an employer-sponsored welfare plan  
13 capable of suing and being sued pursuant to section 502(d) of ERISA, 29  
14 U.S.C. § 1132(d). The principal place of business of the Ogletree Deakins  
15 Plan is 300 N. Main Street, Greenville, South Carolina 29601.

16 (60) WaferTech LLC Health & Welfare Plan (the “WaferTech  
17 Plan”). Plaintiffs are informed and believe that Defendant WaferTech Plan is  
18 an employer-sponsored welfare plan capable of suing and being sued  
19 pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal  
20 place of business of the WaferTech Plan is 5509 N.W. Parker Street, Camas,  
21 Washington 98607.

22 (61) Alaska Air Group, Inc. Welfare Benefit Plan (the “Alaska Air  
23 Plan”). Plaintiffs are informed and believe that Defendant Alaska Air Plan is  
24 an employer-sponsored welfare plan capable of suing and being sued  
25 pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal  
26 place of business of the Alaska Air Plan is 19300 International Boulevard,  
27 Seattle, Washington 98188.

1 (62) FNB Corporation Health and Welfare Plan (the “FNB Corp.  
2 Plan”). Plaintiffs are informed and believe that Defendant FNB Corp. Plan is  
3 an employer-sponsored welfare plan capable of suing and being sued  
4 pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal  
5 place of business of the FNB Corp. Plan is 1 South Hermitage Road,  
6 Hermitage, Pennsylvania 16148.

7 (63) LeCroy Health and Disability Benefit Plan (the “LeCroy Plan”).  
8 Plaintiffs are informed and believe that Defendant LeCroy Plan is an  
9 employer-sponsored welfare plan capable of suing and being sued pursuant to  
10 section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal place of  
11 business of the LeCroy Plan is 700 Chestnut Ridge Road, Chestnut Ridge,  
12 New York 10977.

13 (64) Simmons Welfare Benefit Plan (the “Simmons Plan”). Plaintiffs  
14 are informed and believe that Defendant Simmons Plan is an employer-  
15 sponsored welfare plan capable of suing and being sued pursuant to section  
16 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal place of business of the  
17 Simmons Plan is 3560 Lenox Road, Suite 1100, Atlanta, Georgia 30326.

18 (65) MediaNews Group Welfare Benefits Plan (the “MediaNews  
19 Plan”). Plaintiffs are informed and believe that Defendant MediaNews Plan  
20 is an employer-sponsored welfare plan capable of suing and being sued  
21 pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal  
22 place of business of the MediaNews Plan is 101 West Colfax Avenue, Suite  
23 1100, Denver, Colorado 80202.

24 (66) Ascension SmartHealth Medical Plan (the “Ascension Plan”).  
25 Plaintiffs are informed and believe that Defendant Ascension Plan is an  
26 employer-sponsored welfare plan capable of suing and being sued pursuant to  
27 section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal place of

1 business of the Ascension Plan is 101 S. Hanley Road, Suite 200, St. Louis,  
2 Missouri 63105.

3 (67) Sallie Mae Employees Comprehensive Welfare Benefits Plan  
4 (the “Sallie Mae Plan”). Plaintiffs are informed and believe that Defendant  
5 Sallie Mae Plan is an employer-sponsored welfare plan capable of suing and  
6 being sued pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The  
7 principal place of business of the Sallie Mae Plan is 300 Continental Drive,  
8 Newark, Delaware 19713.

9 (68) Active Power, Inc. Health and Welfare Plan (the “Active Power  
10 Plan”). Plaintiffs are informed and believe that Defendant Active Power Plan  
11 is an employer-sponsored welfare plan capable of suing and being sued  
12 pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal  
13 place of business of the Active Power Plan is 2128 W. Braker Lane, BK12,  
14 Austin, Texas 78758.

15 (69) Machinists Health & Welfare Trust Fund (the “Machinists  
16 Plan”). Plaintiffs are informed and believe that Defendant Machinists Plan is  
17 an employer-sponsored welfare plan capable of suing and being sued  
18 pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal  
19 place of business of the Machinists Plan is 9125 15th Place S., Seattle,  
20 Washington 98108.

21 (70) Mueller Water Products, Inc. Flexible Benefits Plan (the  
22 “Mueller Plan”). Plaintiffs are informed and believe that Defendant Mueller  
23 Plan is an employer-sponsored welfare plan capable of suing and being sued  
24 pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal  
25 place of business of the Mueller Plan is 1200 Abernathy Road N.E., Suite  
26 1200, Atlanta, Georgia 30328.

1 (71) CNS Health and Welfare Benefits Plan (the “CNS Plan”).  
2 Plaintiffs are informed and believe that Defendant CNS Plan is an employer-  
3 sponsored welfare plan capable of suing and being sued pursuant to section  
4 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal place of business of the  
5 CNS Plan is 5215 Ashe Road, Bakersfield, California 93313.

6 (72) Alliant Insurance Services Welfare Benefits Plan (the “Alliant  
7 Plan”). Plaintiffs are informed and believe that Defendant Alliant Plan is an  
8 employer-sponsored welfare plan capable of suing and being sued pursuant to  
9 section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal place of  
10 business of the Alliant Plan is 1301 Dove Street, Suite 200, Newport Beach,  
11 California 92660.

12 (73) Publix Super Markets, Inc. Group Health Benefit Plan (the  
13 “Publix Plan”). Plaintiffs are informed and believe that Defendant Publix  
14 Plan is an employer-sponsored welfare plan capable of suing and being sued  
15 pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal  
16 place of business of the Publix Plan is 3300 Publix Corporate Parkway,  
17 Lakeland, Florida 33811.

18 (74) Community Health Systems Group Health Plan (the “CHS  
19 Group Plan”). Plaintiffs are informed and believe that Defendant CHS Group  
20 Plan is an employer-sponsored welfare plan capable of suing and being sued  
21 pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal  
22 place of business of the CHS Group Plan is 4000 Meridian Boulevard,  
23 Franklin, Tennessee 37067.

24 (75) USUI International Group Health & Welfare Plan (the “USUI  
25 Plan”). Plaintiffs are informed and believe that Defendant USUI Plan is an  
26 employer-sponsored welfare plan capable of suing and being sued pursuant to  
27

1 section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal place of  
2 business of the USUI Plan is 88 Partnership Way, Sharonville, Ohio 45241.

3 (76) Transport Corporation of America, Inc. Employee Health and  
4 Welfare Benefit Plan (the “Transport America Plan”). Plaintiffs are informed  
5 and believe that Defendant Transport America Plan is an employer-sponsored  
6 welfare plan capable of suing and being sued pursuant to section 502(d) of  
7 ERISA, 29 U.S.C. § 1132(d). The principal place of business of the Transport  
8 America Plan is 1715 Yankee Doodle Road, Eagan, Minnesota 55121.

9 (77) Ardent Health Services Welfare Benefit Plan (the “Ardent  
10 Plan”). Plaintiffs are informed and believe that Defendant Ardent Plan is an  
11 employer-sponsored welfare plan capable of suing and being sued pursuant to  
12 section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal place of  
13 business of the Ardent Plan is 1 Burton Hills Boulevard, Suite 250,  
14 Nashville, Tennessee 37215.

15 (78) Frank Calandra, Inc. Medical Plan (the “JENNMAR Plan”).  
16 Plaintiffs are informed and believe that Defendant JENNMAR Plan is an  
17 employer-sponsored welfare plan capable of suing and being sued pursuant to  
18 section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal place of  
19 business of the JENNMAR Plan is 258 Kappa Drive, Pittsburgh,  
20 Pennsylvania 15238.

21 (79) National Medical Care, Inc. Group Medical, Dental, Life and  
22 AD&D Plan (the “Fresenius Plan”). Plaintiffs are informed and believe that  
23 Defendant Fresenius Plan is an employer-sponsored welfare plan capable of  
24 suing and being sued pursuant to section 502(d) of ERISA, 29 U.S.C. §  
25 1132(d). The principal place of business of the Fresenius Plan is 920 Winter  
26 Street, Waltham, Massachusetts 02451.

1 (80) The Steak N Shake Employee Benefit Plan (the “Steak N Shake  
2 Plan”). Plaintiffs are informed and believe that Defendant Steak N Shake  
3 Plan is an employer-sponsored welfare plan capable of suing and being sued  
4 pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal  
5 place of business of the Steak N Shake Plan is 107 South Pennsylvania  
6 Avenue, Suite 400, Indianapolis, Indiana 46204.

7 (81) Henry Schein, Inc. Dependent and Medical Flexible Spending  
8 Account Plan (the “Schein Plan”). Plaintiffs are informed and believe that  
9 Defendant Schein Plan is an employer-sponsored welfare plan capable of  
10 suing and being sued pursuant to section 502(d) of ERISA, 29 U.S.C. §  
11 1132(d). The principal place of business of the Schein Plan is 135 Duryea  
12 Road, Melville, New York 11747.

13 (82) Liberty Mutual Medical Plan (the “Liberty Plan”). Plaintiffs are  
14 informed and believe that Defendant Liberty Plan is an employer-sponsored  
15 welfare plan capable of suing and being sued pursuant to section 502(d) of  
16 ERISA, 29 U.S.C. § 1132(d). The principal place of business of the Liberty  
17 Plan is 175 Berkeley Street, Boston, Massachusetts 02116.

18 (83) Corrections Corporation of America SCA Employees Benefit  
19 Plan (the “Corrections Corp. Plan”). Plaintiffs are informed and believe that  
20 Defendant Corrections Corp. Plan is an employer-sponsored welfare plan  
21 capable of suing and being sued pursuant to section 502(d) of ERISA, 29  
22 U.S.C. § 1132(d). The principal place of business of the Corrections Corp.  
23 Plan is 10 Burton Hills Boulevard, Nashville, Tennessee 37215.

24 (84) The Southwest Shipyard, LP Cafeteria Plan (the “S.W. Shipyard  
25 Plan”). Plaintiffs are informed and believe that Defendant S.W. Shipyard  
26 Plan is an employer-sponsored welfare plan capable of suing and being sued  
27 pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal  
28



1 place of business of the S.W. Shipyard Plan is 18310 Market Street,  
2 Channelview, Texas 77530.

3 (85) F5 Networks, Inc. Employee Benefit Plan (the “F5 Plan”).  
4 Plaintiffs are informed and believe that Defendant F5 Plan is an employer-  
5 sponsored welfare plan capable of suing and being sued pursuant to section  
6 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal place of business of the  
7 F5 Plan is 401 Elliott Avenue West, Seattle, Washington 98119.

8 (86) MDU Resources Group, Inc. Health and Welfare Benefits  
9 Program (the “MDU Plan”). Plaintiffs are informed and believe that  
10 Defendant MDU Plan is an employer-sponsored welfare plan capable of  
11 suing and being sued pursuant to section 502(d) of ERISA, 29 U.S.C. §  
12 1132(d). The principal place of business of the MDU Plan is 1200 W.  
13 Century Avenue, Bismarck, North Dakota 58503.

14 (87) Employees’ Benefit Plan of General Mills, Inc. (the “General  
15 Mills Plan”). Plaintiffs are informed and believe that Defendant General  
16 Mills Plan is an employer-sponsored welfare plan capable of suing and being  
17 sued pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The  
18 principal place of business of the General Mills Plan is 1 General Mills  
19 Boulevard, BT02-C, Minneapolis, Minnesota 55426.

20 (88) Group Welfare Plan for Quest Diagnostics Incorporated (the  
21 “Quest Plan”). Plaintiffs are informed and believe that Defendant Quest Plan  
22 is an employer-sponsored welfare plan capable of suing and being sued  
23 pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal  
24 place of business of the Quest Plan is 1290 Wall Street West, Lyndhurst,  
25 New Jersey 07071.

26 (89) Northrop Grumman Corporation Group Benefits Plan (the  
27 “Northrop Grumman Plan”). Plaintiffs are informed and believe that

1 Defendant Northrop Grumman Plan is an employer-sponsored welfare plan  
2 capable of suing and being sued pursuant to section 502(d) of ERISA, 29  
3 U.S.C. § 1132(d). The principal place of business of the Northrop Grumman  
4 Plan is 2980 Fairview Park Drive, Falls Church, Virginia 22042.

5 (90) Sierra Nevada Brewing Co. Welfare Benefits Plan (the “Sierra  
6 Nevada Plan”). Plaintiffs are informed and believe that Defendant Sierra  
7 Nevada Plan is an employer-sponsored welfare plan capable of suing and  
8 being sued pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The  
9 principal place of business of the Sierra Nevada Plan is 1075 East 20th Street,  
10 Chico, California 95928.

11 (91) Rayonier, Inc. Welfare Plans (the “Rayonier Plan”). Plaintiffs  
12 are informed and believe that Defendant Rayonier Plan is an employer-  
13 sponsored welfare plan capable of suing and being sued pursuant to section  
14 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal place of business of the  
15 Rayonier Plan is 225 Water Street, Suite 1400, Jacksonville, Florida 32202.

16 (92) NECA/IBEW Family Medical Care Plan (the “NECA/IBEW  
17 Plan”). Plaintiffs are informed and believe that Defendant NECA/IBEW  
18 Plan is an employer-sponsored welfare plan capable of suing and being sued  
19 pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal  
20 place of business of the NECA/IBEW Plan is 5837 Highway 41 North,  
21 Ringgold, Georgia 30736.

22 (93) Randall S. Fudge P.C. Employee Benefits Plan (the “Fudge  
23 Plan”). Plaintiffs are informed and believe that Defendant Fudge Plan is an  
24 employer-sponsored welfare plan capable of suing and being sued pursuant to  
25 section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal place of  
26 business of the Fudge Plan is 4801 Classen Boulevard, Suite 202, Oklahoma  
27 City, Oklahoma 73118.

1           (94) Gentiva Health Services Health & Welfare Plan (the “Gentiva  
2 Plan”). Plaintiffs are informed and believe that Defendant Gentiva Plan is an  
3 employer-sponsored welfare plan capable of suing and being sued pursuant to  
4 section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal place of  
5 business of the Gentiva Plan is 3350 Riverwood Parkway, Suite 1400,  
6 Atlanta, Georgia 30339.

7           (95) eHealth Welfare Plan (the “eHealth Plan”). Plaintiffs are  
8 informed and believe that Defendant eHealth Plan is an employer-sponsored  
9 welfare plan capable of suing and being sued pursuant to section 502(d) of  
10 ERISA, 29 U.S.C. § 1132(d). The principal place of business of the eHealth  
11 Plan is 440 E. Middlefield Road, Mountain View, California 94043.

12           (96) Fastrac Markets LLC Employee Welfare Benefit Plan (the  
13 “Fastrac Plan”). Plaintiffs are informed and believe that Defendant Fastrac  
14 Plan is an employer-sponsored welfare plan capable of suing and being sued  
15 pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal  
16 place of business of the Fastrac Plan is 6500 New Venture Gear Road, E.  
17 Syracuse, New York 13057.

18           (97) Ferguson Enterprises Inc. Flexible Benefits Plan (the “Ferguson  
19 Plan”). Plaintiffs are informed and believe that Defendant Ferguson Plan is  
20 an employer-sponsored welfare plan capable of suing and being sued  
21 pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal  
22 place of business of the Ferguson Plan is 12500 Jefferson Avenue, Newport  
23 News, Virginia 23602.

24           (98) Sacred Heart University’s Group Health Insurance Benefit Plan  
25 (the “Sacred Heart Plan”). Plaintiffs are informed and believe that Defendant  
26 Sacred Heart Plan is an employer-sponsored welfare plan capable of suing  
27 and being sued pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d).

1 The principal place of business of the Sacred Heart Plan is 5151 Park  
2 Avenue, Fairfield, Connecticut 06825.

3 (99) Pioneer Energy Services Corp. Group Health Plan (the “Pioneer  
4 Energy Plan”). Plaintiffs are informed and believe that Defendant Pioneer  
5 Energy Plan is an employer-sponsored welfare plan capable of suing and  
6 being sued pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The  
7 principal place of business of the Pioneer Energy Plan is 1250 N.E. Loop  
8 410, Suite 1000, San Antonio, Texas 78209.

9 (100) The Kroger Co. Health & Welfare Benefit Plan (the “Kroger  
10 Plan”). Plaintiffs are informed and believe that Defendant Kroger Plan is an  
11 employer-sponsored welfare plan capable of suing and being sued pursuant to  
12 section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal place of  
13 business of the Kroger Plan is 1014 Vine Street, Cincinnati, Ohio 45202.

14 (101) The Hartford Fire Insurance Company Employee Medical and  
15 Dental Expense Benefits Plan (the “Hartford Plan”). Plaintiffs are informed  
16 and believe that Defendant Hartford Plan is an employer-sponsored welfare  
17 plan capable of suing and being sued pursuant to section 502(d) of ERISA,  
18 29 U.S.C. § 1132(d). The principal place of business of the Hartford Plan is  
19 One Hartford Plaza, H01-142, Hartford, Connecticut 06155.

20 (102) Bloomberg LP Health and Welfare Plan (the “Bloomberg  
21 Plan”). Plaintiffs are informed and believe that Defendant Bloomberg Plan is  
22 an employer-sponsored welfare plan capable of suing and being sued  
23 pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal  
24 place of business of the Bloomberg Plan is 731 Lexington Avenue, New  
25 York, New York 10022.

26 (103) Intel Corporation Health and Welfare Benefit Plan (the “Intel  
27 Plan”). Plaintiffs are informed and believe that Defendant Intel Plan is an

1 employer-sponsored welfare plan capable of suing and being sued pursuant to  
2 section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal place of  
3 business of the Intel Plan is 1600 Rio Rancho Boulevard, Rio Rancho, New  
4 Mexico 87124.

5 (104) St. Luke's Lutheran Care Center Employee Health Care Plan  
6 (the "St. Luke's Plan"). Plaintiffs are informed and believe that Defendant  
7 St. Luke's Plan is an employer-sponsored welfare plan capable of suing and  
8 being sued pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The  
9 principal place of business of the St. Luke's Plan is 1219 South Ramsey  
10 Street, Blue Earth, Minnesota 56013.

11 (105) Bank of the West Employee Benefit Plan (the "Bank of the West  
12 Plan"). Plaintiffs are informed and believe that Defendant Bank of the West  
13 Plan is an employer-sponsored welfare plan capable of suing and being sued  
14 pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal  
15 place of business of the Bank of the West Plan is 300 South Grand Avenue,  
16 Suite 600, Los Angeles, California 90071.

17 (106) TAC Manufacturing, Inc. Employee Welfare Benefit Plan (the  
18 "TAC Plan"). Plaintiffs are informed and believe that Defendant TAC Plan  
19 is an employer-sponsored welfare plan capable of suing and being sued  
20 pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal  
21 place of business of the TAC Plan is 4111 County Farm Road, Jackson,  
22 Michigan 49201.

23 (107) Inlandboatmen's Union of the Pacific National Health Benefit  
24 Trust (the "IBU Health Plan"). Plaintiffs are informed and believe that  
25 Defendant IBU Health Plan is an employer-sponsored welfare plan capable  
26 of suing and being sued pursuant to section 502(d) of ERISA, 29 U.S.C.  
27

1       § 1132(d). The principal place of business of the IBU Health Plan is 1220  
2       S.W. Morrison Street, Suite 300, Portland, Oregon 97205.

3       (108) Cargotec Holding, Inc. Group Health & Welfare Plan (the  
4       “HIAB Plan”). Plaintiffs are informed and believe that Defendant HIAB  
5       Plan is an employer-sponsored welfare plan capable of suing and being sued  
6       pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal  
7       place of business of the HIAB Plan is 12233 William Road, Perrysburg, Ohio  
8       43351.

9       (109) Sheet Metal Workers’ Local No. 40 Health Fund (the “SMW  
10       No. 40 Plan”). Plaintiffs are informed and believe that Defendant SMW No.  
11       40 Plan is an employer-sponsored welfare plan capable of suing and being  
12       sued pursuant to section 502(d) of ERISA, 29 U.S.C.  
13       § 1132(d). The principal place of business of the SMW No. 40 Plan is 100  
14       Old Forge Road, Rocky Hill, Connecticut 06067.

15       (110) The Aerospace Corporation Group Hospital-Medical Plan (the  
16       “Aerospace Plan”). Plaintiffs are informed and believe that Defendant  
17       Aerospace Plan is an employer-sponsored welfare plan capable of suing and  
18       being sued pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The  
19       principal place of business of the Aerospace Plan is 2310 E. El Segundo  
20       Boulevard, El Segundo, California 90245.

21       (111) Albertson’s LLC Health & Welfare Plan (the “Albertson’s  
22       Plan”). Plaintiffs are informed and believe that Defendant Albertson’s Plan  
23       is an employer-sponsored welfare plan capable of suing and being sued  
24       pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal  
25       place of business of the Albertson’s Plan is 250 Parkcenter Boulevard, Boise,  
26       Idaho 83706.



1 (112) Spokane Teachers Credit Union Employee Medical & Dental  
2 Plan (the “STCU Plan”). Plaintiffs are informed and believe that Defendant  
3 STCU Plan is an employer-sponsored welfare plan capable of suing and  
4 being sued pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The  
5 principal place of business of the STCU Plan is 1620 North Signal Drive,  
6 Liberty Lake, Washington 99019.

7 (113) Construction Industry Laborers Welfare Fund (the “CIL Plan”).  
8 Plaintiffs are informed and believe that Defendant CIL Plan is an employer-  
9 sponsored welfare plan capable of suing and being sued pursuant to section  
10 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal place of business of the  
11 CIL Plan is 6405 Metcalf, Suite 200, Overland Park, Kansas 66202.

12 (114) Intevac Life and Welfare Plan (the “Intevac Plan”). Plaintiffs  
13 are informed and believe that Defendant Intevac Plan is an employer-  
14 sponsored welfare plan capable of suing and being sued pursuant to section  
15 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal place of business of the  
16 Intevac Plan is 3560 Bassett Street, Santa Clara, California 95054.

17 (115) Midwest Operating Engineers Welfare Fund Retiree Health and  
18 Welfare Plan (the “MOE Fund Retiree Plan”). Plaintiffs are informed and  
19 believe that Defendant MOE Fund Retiree Plan is an employer-sponsored  
20 welfare plan capable of suing and being sued pursuant to section 502(d) of  
21 ERISA, 29 U.S.C. § 1132(d). The principal place of business of the MOE  
22 Fund Retiree Plan is 6150 Joliet Road, Countryside, Illinois 60525.

23 (116) University of Nebraska Foundation Welfare Benefits Plan (the  
24 “Nebraska Foundation Plan”). Plaintiffs are informed and believe that  
25 Defendant Nebraska Foundation Plan is an employer-sponsored welfare plan  
26 capable of suing and being sued pursuant to section 502(d) of ERISA, 29  
27

1 U.S.C. § 1132(d). The principal place of business of the Nebraska  
2 Foundation Plan is 1010 Lincoln Mall, Lincoln, Nebraska 68501.

3 (117) Tenet Employee Benefit Plan (the “Tenet Plan”). Plaintiffs are  
4 informed and believe that Defendant Tenet Plan is an employer-sponsored  
5 welfare plan capable of suing and being sued pursuant to section 502(d) of  
6 ERISA, 29 U.S.C. § 1132(d). The principal place of business of the Tenet  
7 Plan is 1445 Ross Avenue, Suite 1400, Dallas, Texas 75202.

8 (118) The Lincoln Electric Company Welfare Benefits Plan (the  
9 “Lincoln Electric Plan”). Plaintiffs are informed and believe that Defendant  
10 Lincoln Electric Plan is an employer-sponsored welfare plan capable of suing  
11 and being sued pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d).  
12 The principal place of business of the Lincoln Electric Plan is 22801 St. Clair  
13 Avenue, Cleveland, Ohio 44117.

14 (119) Interrail Signals, Inc. Welfare Benefit Plan (the “Interrail Plan”).  
15 Plaintiffs are informed and believe that Defendant Interrail Plan is an  
16 employer-sponsored welfare plan capable of suing and being sued pursuant to  
17 section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal place of  
18 business of the Interrail Plan is 12443 San Jose Boulevard, Suite 1103,  
19 Jacksonville, Florida 32223.

20 (120) United Surgical Partners, Intl Welfare Benefit Plan (the  
21 “Surgical Partners Plan”). Plaintiffs are informed and believe that Defendant  
22 Surgical Partners Plan is an employer-sponsored welfare plan capable of  
23 suing and being sued pursuant to section 502(d) of ERISA, 29 U.S.C.  
24 § 1132(d). The principal place of business of the Surgical Partners Plan is  
25 15305 Dallas Parkway, Suite 1600, LB 28, Addison, Texas 75001.

26 (121) Kentucky Construction Industry Trust (the “Kentucky  
27 Construction Plan”). Plaintiffs are informed and believe that Defendant

1 Kentucky Construction Plan is an employer-sponsored welfare plan capable  
2 of suing and being sued pursuant to section 502(d) of ERISA, 29 U.S.C.  
3 § 1132(d). The principal place of business of the Kentucky Construction Plan  
4 is 333 West Vine Street, Lexington, Kentucky 40507.

5 (122) General Nutrition Group Insurance Plan (the “GNC Plan”).  
6 Plaintiffs are informed and believe that Defendant GNC Plan is an employer-  
7 sponsored welfare plan capable of suing and being sued pursuant to section  
8 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal place of business of the  
9 GNC Plan is 300 Sixth Avenue, Pittsburgh, Pennsylvania 15222.

10 (123) SCANA Corporation Health & Welfare Plan (the “SCANA  
11 Plan”). Plaintiffs are informed and believe that Defendant SCANA Plan is an  
12 employer-sponsored welfare plan capable of suing and being sued pursuant to  
13 section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal place of  
14 business of the SCANA Plan is 220 Operation Way, Cayce, South Carolina  
15 29033.

16 (124) Ensco Health Plan (the “Ensco Plan”). Plaintiffs are informed  
17 and believe that Defendant Ensco Plan is an employer-sponsored welfare  
18 plan capable of suing and being sued pursuant to section 502(d) of ERISA,  
19 29 U.S.C. § 1132(d). The principal place of business of the Ensco Plan is  
20 5847 San Felipe, Suite 3300, Houston, Texas 77057.

21 (125) Metal-Matic, Inc. Welfare Benefit Plan (the “Metal-Matic  
22 Plan”). Plaintiffs are informed and believe that Defendant Metal-Matic Plan  
23 is an employer-sponsored welfare plan capable of suing and being sued  
24 pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal  
25 place of business of the Metal-Matic Plan is 629 Second Street S.E.,  
26 Minneapolis, Minnesota 55414.

1 (126) Layne Christensen Company Health and Welfare Plan (the  
2 “Layne Plan”). Plaintiffs are informed and believe that Defendant Layne  
3 Plan is an employer-sponsored welfare plan capable of suing and being sued  
4 pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal  
5 place of business of the Layne Plan is 1800 Hughes Landing Boulevard,  
6 Suite 700, The Woodlands, Texas 77380.

7 (127) Limited Brands, Inc. Health and Welfare Benefits Plan (the “L-  
8 Brands Plan”). Plaintiffs are informed and believe that Defendant L-Brands  
9 Plan is an employer-sponsored welfare plan capable of suing and being sued  
10 pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal  
11 place of business of the L-Brands Plan is Three Limited Parkway, Columbus,  
12 Ohio 43230.

13 (128) Asante Employee Benefits Plan (the “Asante Plan”). Plaintiffs  
14 are informed and believe that Defendant Asante Plan is an employer-  
15 sponsored welfare plan capable of suing and being sued pursuant to section  
16 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal place of business of the  
17 Asante Plan is 2650 Siskiyou Boulevard, Medford, Oregon 97504.

18 (129) Nature’s Path Foods, Inc. Welfare Benefit Plan (the “Nature’s  
19 Path Plan”). Plaintiffs are informed and believe that Defendant Nature’s Path  
20 Plan is an employer-sponsored welfare plan capable of suing and being sued  
21 pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal  
22 place of business of the Nature’s Path Plan is 9100 Van Horne Way,  
23 Richmond, BC V6X 1W3, Canada.

24 (130) Southern California IBEW-NECA Health Trust Fund (the “So.  
25 Cal. IBEW-NECA Plan”). Plaintiffs are informed and believe that Defendant  
26 So. Cal. IBEW-NECA Plan is an employer-sponsored welfare plan capable  
27 of suing and being sued pursuant to section 502(d) of ERISA, 29 U.S.C.

1       § 1132(d). The principal place of business of the So. Cal. IBEW-NECA Plan  
2 is 6023 Garfield Avenue, Commerce, California 90040.

3       (131) Bimbo Bakeries USA Health and Welfare Plan (the “Bimbo  
4 Plan”). Plaintiffs are informed and believe that Defendant Bimbo Plan is an  
5 employer-sponsored welfare plan capable of suing and being sued pursuant to  
6 section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal place of  
7 business of the Bimbo Plan is 225 Business Center Drive, Horsham,  
8 Pennsylvania 19044.

9       (132) Sage Software Inc. and Co-Sponsoring Affiliates Health and  
10 Welfare Plan (the “Sage Software Plan). Plaintiffs are informed and believe  
11 that Defendant Sage Software Plan is an employer-sponsored welfare plan  
12 capable of suing and being sued pursuant to section 502(d) of ERISA, 29  
13 U.S.C. § 1132(d). The principal place of business of the Sage Software Plan  
14 is 6561 Irvine Center Drive, Irvine, California 92618.

15       (133) Bayhealth Medical Center Employee Health and Dental  
16 Insurance Plan (the “Bayhealth Plan”). Plaintiffs are informed and believe  
17 that Defendant Bayhealth Plan is an employer-sponsored welfare plan  
18 capable of suing and being sued pursuant to section 502(d) of ERISA, 29  
19 U.S.C. § 1132(d). The principal place of business of the Bayhealth Plan is  
20 640 South State Street, Dover, Delaware 19901.

21       (134) Portland Area UFCW Local 555-Employers Health Plan (the  
22 “Portland UFCW Plan”). Plaintiffs are informed and believe that Defendant  
23 Portland UFCW Plan is an employer-sponsored welfare plan capable of suing  
24 and being sued pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d).  
25 The principal place of business of the Portland UFCW Plan is 7600 S.W.  
26 Mohawk Street, Tualatin, Oregon 97062.

1 (135) TriNet Employee Benefit Insurance Plan (the “TriNet Plan”).  
2 Plaintiffs are informed and believe that Defendant TriNet Plan is an  
3 employer-sponsored welfare plan capable of suing and being sued pursuant to  
4 section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal place of  
5 business of the TriNet Plan is 1100 San Leandro Boulevard, Suite 300, San  
6 Leandro, California 94577.

7 (136) U.S. LBM Holdings, LLC Employee Benefit Plan (the “LBM  
8 Holdings Plan”). Plaintiffs are informed and believe that Defendant LBM  
9 Holdings Plan is an employer-sponsored welfare plan capable of suing and  
10 being sued pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The  
11 principal place of business of the LBM Holdings Plan is 1990 Larsen Road,  
12 Green Bay, Wisconsin 54303.

13 (137) U.S. Renal Care, Inc. Welfare Benefit Plan (the “U.S. Renal  
14 Plan”). Plaintiffs are informed and believe that Defendant U.S. Renal Plan is  
15 an employer-sponsored welfare plan capable of suing and being sued  
16 pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal  
17 place of business of the U.S. Renal Plan is 2400 Dallas Parkway, Suite 350,  
18 Plano, Texas 75093.

19 (138) Yates Petroleum Corporation, et al. Flexible Benefits Cafeteria  
20 Plan (the “Yates Petroleum Plan”). Plaintiffs are informed and believe that  
21 Defendant Yates Petroleum Plan is an employer-sponsored welfare plan  
22 capable of suing and being sued pursuant to section 502(d) of ERISA, 29  
23 U.S.C. § 1132(d). The principal place of business of the Yates Petroleum  
24 Plan is 105 S. 4th Street, Artesia, New Mexico 88210.

25 (139) United States Steel Plan for Active Employee Insurance Benefits  
26 (the “U.S. Steel Plan”). Plaintiffs are informed and believe that Defendant  
27 U.S. Steel Plan is an employer-sponsored welfare plan capable of suing and  
28



1 being sued pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The  
2 principal place of business of the U.S. Steel Plan is 600 Grant Street, Room  
3 2643, Pittsburgh, Pennsylvania 15219.

4 (140) Puget Sound Pilots Group Health Plan (the “Puget Sound Pilots  
5 Plan”). Plaintiffs are informed and believe that Defendant Puget Sound  
6 Pilots Plan is an employer-sponsored welfare plan capable of suing and being  
7 sued pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The  
8 principal place of business of the Puget Sound Pilots Plan is First & Stewart  
9 Building, 101 Stewart Street, Suite 900, Seattle, Washington 98101.

10 (141) Ameriflight, LLC Group Life & Health Insurance Plan (the  
11 “Ameriflight Plan”). Plaintiffs are informed and believe that Defendant  
12 Ameriflight Plan is an employer-sponsored welfare plan capable of suing and  
13 being sued pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The  
14 principal place of business of the Ameriflight Plan is 4700 Empire Avenue,  
15 Hangar 1, Burbank, California 91505.

16 (142) Morris Bart Employee Benefits Plan (the “Bart Plan”).  
17 Plaintiffs are informed and believe that Defendant Bart Plan is an employer-  
18 sponsored welfare plan capable of suing and being sued pursuant to section  
19 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal place of business of the  
20 Bart Plan is 909 Poydras Street, Suite 2000, New Orleans, Louisiana 70112.

21 (143) Globecast Health and Welfare Benefits Plan (the “Globecast  
22 Plan”). Plaintiffs are informed and believe that Defendant Globecast Plan is  
23 an employer-sponsored welfare plan capable of suing and being sued  
24 pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal  
25 place of business of the Globecast Plan is 10 East 40th Street, 11th Floor,  
26 New York, New York 10016.

1           (144) Globys, Inc. Group Health Plan (the “Globys Plan”). Plaintiffs  
2 are informed and believe that Defendant Globys Plan is an employer-  
3 sponsored welfare plan capable of suing and being sued pursuant to section  
4 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal place of business of the  
5 Globys Plan is 705 5th Avenue South, Suite 700, Seattle, Washington 98104.

6           (145) Cargill, Incorporated & Participating Affiliates Group Health  
7 Plan (the “Cargill Plan”). Plaintiffs are informed and believe that Defendant  
8 Cargill Plan is an employer-sponsored welfare plan capable of suing and  
9 being sued pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The  
10 principal place of business of the Cargill Plan is 15407 McGinty Road, Suite  
11 15615, Wayzata, Minnesota 55391.

12           (146) ACWA/JPIA Employee Benefits Program (the “ACWA/JPIA  
13 Plan”). Plaintiffs are informed and believe that Defendant ACWA/JPIA Plan  
14 is an employer-sponsored welfare plan capable of suing and being sued  
15 pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal  
16 place of business of the ACWA/JPIA Plan is 2100 Professional Drive,  
17 Roseville, California 95661.

18           (147) The Dog Lady, LLC Group Health Plan (the “Dog Lady Plan”).  
19 Plaintiffs are informed and believe that Defendant Dog Lady Plan is an  
20 employer-sponsored welfare plan capable of suing and being sued pursuant to  
21 section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal place of  
22 business of the Dog Lady Plan is 11818 Teale Street, Culver City, California  
23 90230.

24           (148) University of Hawai’I / Chaminade University Student Plan (the  
25 “UH / Chaminade Plan”). Plaintiffs are informed and believe that Defendant  
26 UH / Chaminade Plan is an employer-sponsored welfare plan capable of  
27 suing and being sued pursuant to section 502(d) of ERISA, 29 U.S.C. §

1 1132(d). The principal place of business of the UH / Chaminade Plan is 818  
2 Keeaumoku Street, Honolulu, Hawai'i 96814.

3 (149) HDR, Inc. Group Insurance Plan (the "HDR Plan"). Plaintiffs  
4 are informed and believe that Defendant HDR Plan is an employer-sponsored  
5 welfare plan capable of suing and being sued pursuant to section 502(d) of  
6 ERISA, 29 U.S.C. § 1132(d). The principal place of business of the HDR  
7 Plan is 8404 Indian Hills Drive, Omaha, Nebraska 68114.

8 (150) Bricklayers and Allied Craftworkers Local 1 PA / DE Health &  
9 Welfare Fund (the "Bricklayers Plan"). Plaintiffs are informed and believe  
10 that Defendant Bricklayers Plan is an employer-sponsored welfare plan  
11 capable of suing and being sued pursuant to section 502(d) of ERISA, 29  
12 U.S.C. § 1132(d). The principal place of business of the Bricklayers Plan is  
13 2706 Black Lake Place, Philadelphia, Pennsylvania 19154.

14 (151) Profit Insight Holdings, LLC Group Health Plan (the "Profit  
15 Plan"). Plaintiffs are informed and believe that Defendant Profit Plan is an  
16 employer-sponsored welfare plan capable of suing and being sued pursuant to  
17 section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal place of  
18 business of the Profit Plan is 249 Williamson Road, Suite 200, Mooresville,  
19 North Carolina 28117.

20 (152) Delta Kappa Gamma Society International Health Benefit Plan  
21 (the "DKG Plan"). Plaintiffs are informed and believe that Defendant DKG  
22 Plan is an employer-sponsored welfare plan capable of suing and being sued  
23 pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal  
24 place of business of the DKG Plan is 416 West 12th Street, Austin, Texas  
25 78701.

26 (153) Dirt Free Flood Services Inc. Health Benefit Plan (the "Dirt Free  
27 Plan"). Plaintiffs are informed and believe that Defendant Dirt Free Plan is

1 an employer-sponsored welfare plan capable of suing and being sued  
2 pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal  
3 place of business of the Dirt Free Plan is 901 E. Mulberry Street, Angleton,  
4 Texas 77515.

5 (154) Einstein Noah Restaurant Group, Inc. Employee Benefit Plan  
6 (the “Einstein Bagels Plan”). Plaintiffs are informed and believe that  
7 Defendant Einstein Bagels Plan is an employer-sponsored welfare plan  
8 capable of suing and being sued pursuant to section 502(d) of ERISA, 29  
9 U.S.C. § 1132(d). The principal place of business of the Einstein Bagels Plan  
10 is 555 Zang Street, Suite 300, Lakewood, Colorado 80228.

11 (155) Northern California Sheet Metal Workers Health Care Plan (the  
12 “Nor. Cal. SMW Plan”). Plaintiffs are informed and believe that Defendant  
13 Nor. Cal. SMW Plan is an employer-sponsored welfare plan capable of suing  
14 and being sued pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d).  
15 The principal place of business of the Nor. Cal. SMW Plan is 2610 Crow  
16 Canyon Road, Suite 200, San Ramon, California 94583.

17 (156) Jennings American Legion Hospital Employee Benefit Plan (the  
18 “Jennings Plan”). Plaintiffs are informed and believe that Defendant  
19 Jennings Plan is an employer-sponsored welfare plan capable of suing and  
20 being sued pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The  
21 principal place of business of the Jennings Plan is 1634 Elton Road, Jennings,  
22 Louisiana 70546.

23 (157) Mercy Health Services, Inc. and Subsidiaries Medical Plan (the  
24 “Mercy Plan”). Plaintiffs are informed and believe that Defendant Mercy  
25 Plan is an employer-sponsored welfare plan capable of suing and being sued  
26 pursuant to section 502(d) of ERISA, 29 U.S.C. § 1132(d). The principal  
27

1 place of business of the Mercy Plan is 345 St. Paul Place, Baltimore,  
2 Maryland 21202.

3 (158) Tucson Electric Power Company Employee Group Insurance  
4 Plan (the “Tucson Electric Plan”). Plaintiffs are informed and believe that  
5 Defendant Tucson Electric Plan is an employer-sponsored welfare plan  
6 capable of suing and being sued pursuant to section 502(d) of ERISA, 29  
7 U.S.C. § 1132(d). The principal place of business of the Tucson Electric Plan  
8 is 88 East Broadway Boulevard, Tucson, Arizona 85701.

9 (159) DOES 1 through 10, inclusive. Plaintiffs’ efforts to identify the  
10 ERISA-governed welfare plans through which each Former Patient obtained  
11 health insurance are ongoing. This process is extremely time and resource  
12 intensive. Plaintiffs intend to amend this Complaint to include additional  
13 Welfare Plan Defendants if and when Plaintiffs ascertain their identities.

14 The one hundred and fifty-eight [158] welfare plans listed above are collectively  
15 referred to hereafter as the “Welfare Plan Defendants.”

16 23. **The Blue Cross Defendants.** Plaintiffs are informed and believe that  
17 the Blue Cross and Blue Shield System is comprised of “[t]hirty-six independent  
18 and locally operated Blue Cross and Blue Shield companies and the Blue Cross and  
19 Blue Shield Association,” which “owns and manages the Blue Cross and Blue  
20 Shield trademarks and names in more than 170 countries and territories around the  
21 world.” <http://www.bcbs.com/about-the-association/> (last visited October 5, 2015).  
22 According to the Association’s website, its member companies and their  
23 subsidiaries “deliver health insurance coverage for more than 105 million members  
24 across all 50 states, the District of Columbia and Puerto Rico.”  
25 <http://www.bcbs.com/about-the-companies/> (providing links to the website of 63  
26 Association member companies or their subsidiaries) (last visited October 5, 2015).  
27 Plaintiffs are informed and believe that each and every Welfare Plan Defendant has

1 a contractual relationship with one or more of those 63 Association member  
2 companies or their subsidiaries that is relevant to the claims asserted in this lawsuit.  
3 Plaintiffs name as defendants the following forty-nine [49] of those companies:

4 (1) Blue Cross and Blue Shield of Alabama (“Alabama Blue”).

5 Plaintiffs are informed and believe that Alabama Blue is an active, domestic  
6 nonprofit corporation registered to do business in Alabama. Its principal  
7 place of business is located at 450 Riverchase Parkway East, Birmingham,  
8 Alabama 35244.

9 (2) Premera Blue Cross Blue Shield of Alaska (“Alaska Blue”).

10 Plaintiffs are informed and believe that Defendant Alaska Blue is registered  
11 as a hospital and medical service corporation in the state of Alaska. Its  
12 principal place of business is located at 2550 Denali Street, Suite 1404,  
13 Anchorage, Alaska 99503.

14 (3) Blue Cross and Blue Shield of Arizona, Inc. (“Arizona Blue”).

15 Plaintiffs are informed and believe that Defendant Arizona Blue is a  
16 nonprofit corporation registered to do business in Arizona. Its principal place  
17 of business is located at 2444 West Las Palmaritas Drive, Phoenix, Arizona  
18 85021.

19 (4) USAbLe Mutual Insurance Company (“Arkansas Blue”).

20 Plaintiffs are informed and believe that Defendant Arkansas Blue is a not-for-  
21 profit mutual insurance company, authorized to do business in the state of  
22 Arkansas. Defendant Arkansas Blue does business under the trade names  
23 Arkansas Blue Cross and Blue Shield and BlueAdvantage Administrators of  
24 Arkansas. Its principal place of business is located at 601 S. Gaines Street,  
25 Little Rock, Arkansas 72203.

26 (5) Blue Cross of California (“California Blue Cross”). Plaintiffs are

27 informed and believe that Defendant California Blue Cross is registered in



1 the state of California as a corporation and operates therein as a health  
2 insurer. Defendant California Blue Cross does business under the trade name  
3 Anthem Blue Cross. Plaintiffs are informed and believe that California Blue  
4 Cross also sometimes operates through one or more subsidiaries, including  
5 Anthem Blue Cross Life and Health Insurance Company. The principal place  
6 of business of California Blue Cross is located at 21555 Oxnard Street,  
7 Woodland Hills, California 91367.

8 (6) California Physicians' Service ("California Blue Shield").  
9 Plaintiffs are informed and believe that Defendant California Blue Shield is  
10 registered to do business as a nonprofit mutual benefit corporation in the state  
11 of California. Defendant California Blue Shield does business under the trade  
12 name Blue Shield of California. Plaintiffs are informed and believe that  
13 California Blue Shield also sometimes operates through one or more  
14 subsidiaries, including Blue Shield of California Life & Health Insurance  
15 Company, which does business under the trade name Blue Shield of  
16 California. The principal place of business of California Blue Shield is  
17 located at 50 Beale Street, San Francisco, California 94105.

18 (7) Rocky Mountain Hospital and Medical Service, Inc. ("Colorado  
19 Blue"). Plaintiffs are informed and believe that Defendant Colorado Blue is a  
20 nonprofit corporation, authorized to do business in the state of Colorado.  
21 Defendant Colorado Blue does business under the trade names Anthem Blue  
22 Cross and Blue Shield and Blue Cross and Blue Shield of Colorado. Its  
23 principal place of business is located at 555 Middle Creek Parkway, Colorado  
24 Springs, Colorado 80921.

25 (8) Anthem Health Plans, Inc. ("Connecticut Blue"). Plaintiffs are  
26 informed and believe that Defendant Connecticut Blue is a nonprofit  
27 corporation, authorized to do business in the state of Connecticut. Defendant

1 Connecticut Blue does business under the trade name Anthem Blue Cross and  
2 Blue Shield. Its principal place of business is located at 370 Bassett Road,  
3 North Haven, Connecticut 06473.

4 (9) Highmark BCBSD, Inc. (“Delaware Blue”). Plaintiffs are  
5 informed and believe that Defendant Delaware Blue is an active nonprofit  
6 corporation registered to do business in in the state of Delaware. Defendant  
7 Delaware Blue is an independent licensee of the Blue Cross and Blue Shield  
8 Association and a member of the Highmark Health Plans enterprise,  
9 operating under the trade name Highmark Blue Cross Blue Shield Delaware.  
10 Its principal place of business is located at 800 Delaware Avenue, Suite 900,  
11 Wilmington, Delaware 19801.

12 (10) Group Hospitalization and Medical Services, Inc. (“CareFirst  
13 District of Columbia Blue”). Plaintiffs are informed and believe that  
14 Defendant CareFirst District of Columbia Blue is a not-for-profit corporation  
15 authorized to do business in the state of Virginia and the District of  
16 Columbia. Defendant CareFirst District of Columbia Blue does business  
17 under the trade name CareFirst BlueCross BlueShield. Its principal place of  
18 business is located at 840 First Street N.E., Washington D.C. 20065.

19 (11) Blue Cross and Blue Shield of Florida, Inc. (“Florida Blue”).  
20 Plaintiffs are informed and believe that Defendant Florida Blue is an active  
21 Florida nonprofit corporation. Defendant Florida Blue formally does business  
22 under the trade name Florida Blue. Its principal place of business is located at  
23 4800 Deerwood Campus Parkway, Jacksonville, Florida 32246.

24 (12) Blue Cross and Blue Shield of Georgia, Inc. (“Georgia Blue”).  
25 Plaintiffs are informed and believe that Defendant Georgia Blue is registered  
26 to do business in Georgia as an active, health insurance corporation.  
27 Defendant Georgia Blue does business under the trade name Blue Cross and

1 Blue Shield of Georgia. Its principal place of business is located at 1201  
2 Peachtree Street, N.E., Atlanta, Georgia 30361.

3 (13) Hawai'i Medical Service Association ("Hawai'i Blue").  
4 Plaintiffs are informed and believe that Defendant Hawai'i Blue is a mutual  
5 benefits society, authorized to do business in the state of Hawai'i. Defendant  
6 Hawai'i Blue does business under the trade name Blue Cross Blue Shield of  
7 Hawai'i. Its principal place of business is located at 818 Keeaumoku Street,  
8 Honolulu, Hawai'i 96814.

9 (14) Blue Cross of Idaho Health Service, Inc. ("Idaho Blue").  
10 Plaintiffs are informed and believe that Defendant Idaho Blue is a corporation  
11 formed under the laws of Idaho. Defendant Idaho Blue operates under the  
12 trade name Blue Cross of Idaho. Its principal place of business is located at  
13 3000 East Pine Avenue, Meridian, Idaho 83642.

14 (15) Health Care Service Corporation, a Mutual Legal Reserve  
15 Company ("Illinois Blue"). Plaintiffs are informed and believe that  
16 Defendant Illinois Blue is active and licensed to do business in the state of  
17 Illinois and does business there under the trade names BlueCross BlueShield  
18 of Illinois. Its corporate office is located at 300 East Randolph Street,  
19 Chicago, Illinois 60601.

20 (16) Anthem Insurance Companies, Inc. ("Indiana Blue"). Plaintiffs  
21 are informed and believe that Defendant Indiana Blue is registered to do  
22 business in Indiana as a domestic insurance corporation. Indiana Blue does  
23 business under the trade name Anthem Blue Cross and Blue Shield. Its  
24 principal place of business is located at 120 Monument Circle, Indianapolis,  
25 Indiana 46204.

26 (17) Wellmark, Inc. ("Iowa Blue"). Plaintiffs are informed and  
27 believe that Defendant Iowa Blue is incorporated in Iowa as an active

1 insurance company. Defendant Iowa Blue does business under the trade  
2 name Wellmark Blue Cross and Blue Shield of Iowa. Its principal place of  
3 business is located at 1331 Grant Avenue, Des Moines, Iowa 50309.

4 (18) Blue Cross and Blue Shield of Kansas, Inc. (“Kansas Blue”).  
5 Plaintiffs are informed and believe that Defendant Kansas Blue is registered  
6 to do business as an insurance company in the state of Kansas. Defendant  
7 Kansas Blue does business under the trade name Blue Cross and Blue Shield  
8 of Kansas. Its principal place of business is located at 1133 S.W. Topeka  
9 Boulevard, Topeka, Kansas 66629.

10 (19) Anthem Health Plans of Kentucky, Inc. (“Kentucky Blue”).  
11 Plaintiffs are informed and believe that Defendant Kentucky Blue is a  
12 corporation, authorized to do business in the state of Kentucky. Defendant  
13 Kentucky Blue does business under the trade name Anthem Blue Cross and  
14 Blue Shield. Its principal place of business is located at 13550 Triton Park  
15 Boulevard, Louisville, Kentucky 40223.

16 (20) Louisiana Health Service & Indemnity Company (“Louisiana  
17 Blue”). Plaintiffs are informed and believe that Defendant Louisiana Blue is  
18 licensed to do business in Louisiana as an insurance entity. Defendant  
19 Louisiana Blue does business under the trade name Blue Cross and Blue  
20 Shield of Louisiana. Plaintiffs are informed and believe that Louisiana Blue  
21 also does business through one or more subsidiaries, including HMO  
22 Louisiana, Inc., which does business under the trade name Blue Cross and  
23 Blue Shield of Louisiana. The principal place of business of Louisiana Blue  
24 is located at 5525 Reitz Avenue, Baton Rouge, Louisiana 70809.

25 (21) CareFirst of Maryland, Inc. (“CareFirst Maryland Blue”).  
26 Plaintiffs are informed and believe that Defendant CareFirst Maryland Blue  
27 is a non-stock corporation, organized under the laws of Maryland. Defendant

1 CareFirst Maryland Blue operates under the same ownership of, and shares  
2 the same employees with, Defendant CareFirst District of Columbia Blue.  
3 Defendant CareFirst Maryland Blue also does business under the trade name  
4 CareFirst BlueCross BlueShield. Its principal place of business is located at  
5 Canton Tower, 1501 South Clinton Street, Baltimore, Maryland 21224.

6 (22) Blue Cross and Blue Shield of Massachusetts, Inc. and Blue  
7 Cross and Blue Shield of Massachusetts HMO Blue, Inc. (“Massachusetts  
8 Blue”). Plaintiffs are informed and believe that Defendant Massachusetts  
9 Blue is incorporated in Massachusetts as a nonprofit health maintenance  
10 organization. Its principal place of business is located at Landmark Center,  
11 401 Park Drive, Boston, Massachusetts 02215.

12 (23) Blue Cross Blue Shield of Michigan Mutual Insurance Company  
13 (“Michigan Blue”). Plaintiffs are informed and believe that Defendant  
14 Michigan Blue is registered to do business as a nonprofit mutual company in  
15 the state of Michigan. Defendant Michigan Blue does business under the  
16 trade name Blue Cross Blue Shield of Michigan. Its principal place of  
17 business is located at 600 Lafayette East, Mail Code 1929, Detroit, Michigan  
18 48826.

19 (24) BCBSM, Inc. (“Minnesota Blue”). Plaintiffs are informed and  
20 believe that Defendant Minnesota Blue is a nonprofit corporation, authorized  
21 to do business in the state of Minnesota. Defendant Minnesota Blue does  
22 business under the trade name Blue Cross Blue Shield of Minnesota. Its  
23 principal place of business is located at 3535 Blue Cross Road, Eagan,  
24 Minnesota 55122.

25 (25) Blue Cross and Blue Shield of Kansas City (“Kansas City  
26 Blue”). Plaintiffs are informed and believe that Defendant Kansas City Blue  
27 is a Missouri insurance company. Defendant Kansas City Blue does business

1 under its legal name and under the trade name Blue KC. Its principal place of  
2 business is located at 2301 Main Street, Kansas City, Missouri 64108.

3 (26) Health Care Service Corporation, a Mutual Legal Reserve  
4 Company (“Montana Blue”). Plaintiffs are informed and believe that  
5 Defendant Montana Blue, a Mutual Legal Reserve Company, is active and  
6 licensed to do business in the states of Montana and does business there  
7 under the trade name BlueCross BlueShield of Montana. Its corporate office  
8 is located at 300 East Randolph Street, Chicago, Illinois 60601; its Montana  
9 state headquarters is located at 560 North Park Avenue, Helena, Montana  
10 59604.

11 (27) Blue Cross and Blue Shield of Nebraska (“Nebraska Blue”).  
12 Plaintiffs are informed and believe that Defendant Nebraska Blue is a mutual  
13 benefit corporation, authorized to do business in the state of Nebraska. Its  
14 principal place of business is located at 1919 Aksarben Drive, Omaha,  
15 Nebraska 68106.

16 (28) Horizon Healthcare Services, Inc. (“New Jersey Blue”).  
17 Plaintiffs are informed and believe that Defendant New Jersey Blue is  
18 registered to do business in New Jersey as an active, nonprofit corporation.  
19 Defendant New Jersey Blue does business under the trade name Horizon  
20 Blue Cross Blue Shield of New Jersey. Its principal place of business is  
21 located at 3 Penn Plaza East, Newark, New Jersey 07105.

22 (29) Health Care Service Corporation, a Mutual Legal Reserve  
23 Company (“New Mexico Blue”). Plaintiffs are informed and believe that  
24 Defendant New Mexico Blue is active and licensed to do business in the state  
25 of New Mexico and does business there under the trade name BlueCross  
26 BlueShield of New Mexico. Its corporate office is located at 300 East  
27 Randolph Street, Chicago, Illinois 60601; its New Mexico state headquarters



1 is located at 5701 Balloon Fiesta Parkway N.E., Albuquerque, New Mexico  
2 87113.

3 (30) Empire HealthChoice Assurance, Inc. (“New York Empire  
4 Blue”). Plaintiffs are informed and believe that Defendant New York Empire  
5 Blue is a nonprofit corporation in the state of New York. Defendant New  
6 York Empire Blue does business as a health insurer under the trade name  
7 Empire BlueCross BlueShield. Plaintiffs are informed and believe that New  
8 York Empire Blue also sometimes operates as a claims administrator through  
9 one or more subsidiaries, including and/or under the trade name Anthem Blue  
10 Cross Blue Shield (“New York Anthem Blue”). The principal place business  
11 of New York Empire Blue is located at 1 Liberty Plaza, 165 Broadway, New  
12 York, New York 10006; and the principle place of business of New York  
13 Anthem Blue is 85 Crystal Run Road, Middletown, New York 10940.

14 (31) Excellus Health Plan, Inc. (“New York Excellus Blue”).  
15 Plaintiffs are informed and believe that Defendant New York Excellus Blue  
16 is registered to do business as a nonprofit indemnity health insurance  
17 company in the state of New York. Defendant New York Excellus Blue does  
18 business under the trade name Excellus BlueCross BlueShield. Its principal  
19 place of business is located at 165 Court Street, Rochester, New York 14647.

20 (32) Blue Cross and Blue Shield of North Carolina (“North Carolina  
21 Blue”). Plaintiffs are informed and believe that Defendant North Carolina  
22 Blue is a North Carolina hospital and medical service corporation. Its  
23 principal place of business 5901 Chapel Hill Road, Durham, North Carolina  
24 27707.

25 (33) Community Insurance Company (“Ohio Blue”). Plaintiffs are  
26 informed and believe that Defendant Ohio Blue is a health insurer, authorized  
27 to do business in the state of Ohio. Defendant Ohio Blue does business under

1 the trade name Anthem Blue Cross and Blue Shield. Its principal place of  
2 business is located at 4361 Irwin Simpson Road, Mason, Ohio 45040.

3 (34) Health Care Service Corporation, a Mutual Legal Reserve  
4 Company (“Oklahoma Blue”). Plaintiffs are informed and believe that  
5 Defendant Oklahoma Blue is active and licensed to do business in the state of  
6 Oklahoma, and does business there under the trade name BlueCross  
7 BlueShield of Oklahoma. Plaintiffs are informed and believe that Oklahoma  
8 Blue sometimes operates through one or more subsidiaries including  
9 BlueLincs HMO. The corporate office of Oklahoma Blue is located at 300  
10 East Randolph Street, Chicago, Illinois 60601; its Oklahoma state  
11 headquarters is located at 1400 S. Boston Avenue, Tulsa, Oklahoma 74119.

12 (35) Regence BlueCross BlueShield of Oregon (“Oregon Blue”).  
13 Plaintiffs are informed and believe that Defendant Oregon Blue is registered  
14 in the state of Oregon as a nonprofit corporation. Its principal place of  
15 business is located at 200 S.W. Market Street, Portland, Oregon 97201.

16 (36) Highmark Blue Shield (“Central Pennsylvania Blue”). Plaintiffs  
17 are informed and believe that Defendant Central Pennsylvania Blue is  
18 registered as a nonprofit corporation in the state of Pennsylvania. Defendant  
19 Central Pennsylvania Blue is an independent licensee of the Blue Cross and  
20 Blue Shield Association. Defendant Central Pennsylvania Blue does business  
21 as a full-service health plan in the 21 counties of central Pennsylvania and, as  
22 a partner in joint operating agreements with Defendant Northeastern  
23 Pennsylvania Blue, provides health insurance services in northeastern  
24 Pennsylvania. Its principal place of business is located at 1800 Center Street,  
25 Camp Hill, Pennsylvania 17089.

26 a. Plaintiffs are informed and believe that Defendant Central  
27 Pennsylvania Blue is a subsidiary of Highmark, Inc. (“Highmark”)

1 Plaintiffs are informed and believe that Defendant Highmark is an  
2 active, nonprofit corporation organized under the laws of  
3 Pennsylvania. Defendant Highmark is an independent licensee of the  
4 Blue Cross and Blue Shield Association and the operator of Highmark  
5 Health Plans, a corporate group of health insurers that includes (in  
6 addition to Defendant Central Pennsylvania Blue) Defendant Western  
7 Pennsylvania Blue, Defendant Northeastern Pennsylvania Blue, and  
8 Defendant Delaware Blue. Plaintiffs are informed and believe that,  
9 through its subsidiaries and businesses in Highmark Health Plans,  
10 Defendant Highmark provides BCBS-branded health insurance plans  
11 in Pennsylvania, West Virginia, Delaware, and Ohio. Defendant  
12 Highmark's principal place of business is located at Fifth Avenue  
13 Place, 120 Fifth Avenue, Pittsburgh, Pennsylvania 15222.

14 (37) Highmark Blue Cross Blue Shield ("Western Pennsylvania  
15 Blue"). Plaintiffs are informed and believe that Defendant Western  
16 Pennsylvania Blue is registered as a nonprofit corporation in the state of  
17 Pennsylvania. Western Pennsylvania Blue is an independent licensee of the  
18 Blue Cross and Blue Shield Association and a member of the Highmark  
19 Health Plans enterprise, doing business in the 29 counties of western  
20 Pennsylvania. Its principal place of business is located at 1800 Center Street,  
21 Camp Hill, Pennsylvania 17089.

22 (38) Blue Cross of Northeastern Pennsylvania, formerly Hospital  
23 Service Association of Northeastern Pennsylvania ("Northeastern  
24 Pennsylvania Blue"). Plaintiffs are informed and believe that Defendant  
25 Northeastern Pennsylvania Blue is registered to do business in Pennsylvania  
26 as an active, nonprofit corporation. Defendant Northeastern Pennsylvania  
27 Blue is an independent licensee of the Blue Cross and Blue Shield

1 Association and a member of the Highmark Health Plans enterprise,  
2 operating in 12 counties in northeastern and central Pennsylvania. Its  
3 principal place of business is located at 19 North Main Street, Wilkes-Barre,  
4 Pennsylvania 18711.

5 (39) Independence Blue Cross, Inc. (“Philadelphia Blue”). Plaintiffs  
6 are informed and believe that Defendant Philadelphia Blue is a nonprofit  
7 corporation, authorized to do business in the state of Pennsylvania. Its  
8 principal place of business is located at 1901 Market Street, Philadelphia,  
9 Pennsylvania 19103.

10 (40) Blue Cross and Blue Shield of South Carolina (“South Carolina  
11 Blue”). Plaintiffs are informed and believe that Defendant South Carolina  
12 Blue is registered to do business as a mutual insurance company in the state  
13 of South Carolina. Its headquarters is located at 2501 Faraway Drive,  
14 Columbia, South Carolina 29223.

15 (41) Wellmark of South Dakota, Inc. (“South Dakota Blue”).  
16 Plaintiffs are informed and believe that Defendant South Dakota Blue is  
17 incorporated in South Dakota as an active, domestic insurance company.  
18 Defendant South Dakota Blue does business under the trade name Wellmark  
19 Blue Cross and Blue Shield of South Dakota. Its principal place of business  
20 is located at 1601 West Madison, Sioux Falls, South Dakota 57104.

21 (42) Blue Cross Blue Shield of Tennessee, Inc. (“Tennessee Blue”).  
22 Plaintiffs are informed and believe that Defendant Tennessee Blue is a  
23 nonprofit corporation, authorized to do business in the state of Tennessee. Its  
24 principal place of business is located at 1 Cameron Hill Circle, Chattanooga,  
25 Tennessee 37402.

26 (43) Health Care Service Corporation, a Mutual Legal Reserve  
27 Company (“Texas Blue”). Plaintiffs are informed and believe that Defendant

1 Texas Blue is active and licensed to do business in the state of Texas and  
2 does business there under the trade name BlueCross BlueShield of Texas. Its  
3 corporate office is located at 300 East Randolph Street, Chicago, Illinois  
4 60601; its Texas state headquarters is located at 1001 East Lookout Drive,  
5 Richardson, Texas 75082.

6 (44) Regence BlueCross BlueShield of Utah (“Utah Blue”). Plaintiffs  
7 are informed and believe that Defendant Utah Blue is registered in the state  
8 of Utah as a nonprofit corporation. In addition to its registered name,  
9 Defendant Utah Blue also does business under the trade name BlueChoice.  
10 Its principal place of business is located at 2890 E. Cottonwood Parkway,  
11 Cottonwood, Utah 84121.

12 (45) Anthem Health Plans of Virginia, Inc. (“Virginia Anthem  
13 Blue”). Plaintiffs are informed and believe that Defendant Virginia Anthem  
14 Blue is a health insurer, authorized to do business in the state of Virginia.  
15 Defendant Virginia Anthem Blue does business under the trade name  
16 Anthem Blue Cross and Blue Shield. Its principal place of business is located  
17 at 2015 Staples Mill Road, Richmond, Virginia 23230.

18 (46) Premera Blue Cross (“Washington Premera Blue”). Plaintiffs are  
19 informed and believe that Defendant Premera Blue Cross is a nonprofit  
20 corporation organized under the laws of Washington. Its principal place of  
21 business is located at 7001 220th Street S.W., Building 1, Mountlake Terrace,  
22 Washington 98043.

23 (47) Regence BlueShield (“Washington Regence Blue”). Plaintiffs  
24 are informed and believe that Defendant Washington Regence Blue is an  
25 active nonprofit corporation formed under the laws of and authorized to do  
26 business in the state of Washington. Its principal place of business is located  
27 at 1800 Ninth Avenue, Seattle, Washington 98101.

1 (48) The Anthem Companies, Inc. (“Wisconsin Blue”). Plaintiffs are  
2 informed and believe that Defendant Wisconsin Blue is a health insurer,  
3 authorized to do business in the state of Wisconsin. Defendant Wisconsin  
4 Blue does business under the trade name Blue Cross and Blue Shield of  
5 Wisconsin. Its principal place of business is located at N17 W24340  
6 Riverwood Drive, Waukesha, Wisconsin 53188.

7 (49) Blue Cross Blue Shield of Wyoming (“Wyoming Blue”).  
8 Plaintiffs are informed and believe that Defendant Wyoming Blue is  
9 registered to do business as a nonprofit corporation in the state of Wyoming.  
10 Its principal place of business is located at 4000 House Avenue, Cheyenne,  
11 Wyoming 82003.

12 The forty-nine defendants listed above are collectively referred to hereafter as the  
13 “Blue Cross Defendants.”

## 14 **RELEVANT FACTS**

### 15 **A. Sovereign Provides Gold-Standard Treatment Services.**

16 24. Sovereign is a leading provider of comprehensive addiction and mental  
17 health treatment programs to individuals in California and other states.

18 25. It is widely accepted that the services rendered by Sovereign and  
19 similar providers are extremely important. For example, according to the National  
20 Institute on Drug Abuse, every dollar spent on substance abuse treatment saves  
21 \$4.87 in health care costs and \$7.00 in crime costs. *See* National Institute on Drug  
22 Abuse, *Principles of Drug Addiction Treatment: A Research-Based Guide* (3d ed.)  
23 (October 1999).

24 26. Sovereign’s approach to addiction and other mental health treatment is  
25 consistent with best practices in the industry. Its proven track record has also earned  
26 Sovereign accolades from trade and government groups. Dual Diagnosis, for  
27 example, has received the Gold Seal of Approval from the Joint Commission, an



1 independent not-for-profit organization that is the nation's oldest and largest  
2 standards-setting and accrediting body in health care. And the California Board of  
3 Behavioral Health Sciences, the California Association for Alcohol/Drug Educators,  
4 and the National Association for Alcoholism and Drug Abuse Counsels have  
5 approved Sovereign entities to provide continuing education to licensed  
6 professionals.

7 **B. Many Patients Pay Sovereign Through ERISA-Governed Welfare Plans.**

8 27. Sovereign, a for-profit enterprise, allows prospective patients to pay  
9 for its services out-of-pocket or with health insurance. Unfortunately, many  
10 individuals in need of treatment cannot afford to pay for Sovereign's services up  
11 front. Sovereign is only able to treat such individuals who have health insurance  
12 that covers some or all of its services.

13 28. This litigation involves Former Patients who paid for Sovereign's  
14 services through health insurance provided by the Welfare Plan Defendants. Such  
15 plans and their benefits are governed by ERISA.

16 29. ERISA is a landmark federal law enacted to promote the interests of  
17 employees and their beneficiaries in employee benefit plans and to protect  
18 contractually defined benefits owed to those employees and beneficiaries.

19 30. To that end, ERISA imposes extensive procedural requirements on  
20 employee benefit plans. For example, it mandates that a written instrument be  
21 established and maintained, 29 U.S.C. § 1102; that a straightforward summary of  
22 material plan terms be furnished to participants and beneficiaries, 29 U.S.C. § 1022;  
23 that a grievance and appeals process be established, 29 U.S.C. § 1133; and that  
24 fiduciary duties be satisfied by those who manage the plan, 29 U.S.C. § 1104.

25 31. ERISA also gives plan participants and their beneficiaries the right to  
26 sue for benefits, 29 U.S.C. § 1132(a)(1)(B); to enforce or clarify their rights under  
27 the plan, *id.*; to enjoin violations of ERISA or the terms of the plan, 29 U.S.C.

1 § 1132(a)(3)(A); or “to obtain other appropriate equitable relief . . . ,” 29 U.S.C.  
2 § 1132(a)(3)(B).

3 32. Each of the plans offered by Welfare Plan Defendants covered the  
4 mental health and/or substance abuse treatment services provided by Sovereign to  
5 the Former Patients. As explained below, before agreeing to provide treatment,  
6 Sovereign’s practice is to contact a patient’s insurer to confirm that the treatment it  
7 offers is covered, and the assigned benefits claims brought here arise from services  
8 provided to Former Patients for which Sovereign received such a coverage  
9 confirmation.

10 **C. The Blue Cross Defendants Insured and/or Administered the Former**  
11 **Patients’ ERISA-Governed Welfare Plans.**

12 33. ERISA distinguishes between self-insured and fully insured employee  
13 benefit plans. In self-insured plans, the employer pays directly for the covered  
14 health care services provided to participants and beneficiaries. In fully insured  
15 plans, the employer buys group health insurance coverage and the insurance  
16 company pays for covered health care services.

17 34. The Welfare Plan Defendants include both self-insured and fully  
18 insured employee benefit plans. Plaintiffs are informed and believe that:

19 a. Each fully insured Welfare Plan Defendant bought group health  
20 insurance coverage from a Blue Cross Defendant and retained a Blue Cross  
21 Defendant as a third-party administrator (“TPA”); and

22 b. Each self-insured Welfare Plan Defendant retained a Blue Cross  
23 Defendant as a TPA.

24 35. Plaintiffs are informed and believe that, either as group insurers or  
25 group TPAs, the Blue Cross Defendants provided extensive services to the Welfare  
26 Plan Defendants pursuant to administrative service agreements (“ASAs”) between  
27 the parties. These services included: determining to whom and in what amounts

benefits are paid, drafting and providing plan members with ERISA plan documents, interpreting plan documents, providing notices to employees and their beneficiaries, determining usual and customary rates, and/or hearing and deciding administrative appeals.

36. Plaintiffs are informed and believe that as insurers or TPAs, the Blue Cross Defendants “effectively controlled the decision whether to honor or deny a claim” on behalf of the Welfare Plan Defendants. *Cyr v. Reliance Life Ins. Co.*, 642 F.3d 1202, 1204 (9th Cir. 2011). Indeed, Plaintiffs are informed and believe that the Welfare Plan Defendants had little if any involvement in claims administration or pricing and deferred entirely to the Blue Cross Defendants.

37. Because the Blue Cross Defendants, as either insurers or TPAs, exercised discretion in connection with the granting or denial of benefits and otherwise with respect to plan administration, they are fiduciaries under ERISA.

38. Plaintiffs are informed and believe that the Blue Cross Defendants that served as TPAs, were, because of terms of the ASAs or otherwise, motivated by financial incentives to keep benefit costs to the self-insured Welfare Plan Defendants low.

39. The Blue Cross Defendants who insured the Welfare Plan Defendants had independent financial incentives to keep benefit costs low because they paid for covered health care services themselves.

**D. Sovereign Investigates Prospective Patients’ Health Insurance Coverage.**

40. Before it agrees to treat any patient, Sovereign takes steps to ensure that it will be compensated for its services. When a prospective patient seeks to pay with his or her health insurance, Sovereign investigates whether and to what extent the patient’s insurance policy covers its various levels of service.

41. As explained above, this litigation involves Former Patients who paid for Sovereign’s services through health insurance coverage provided by the Welfare

1 Plan Defendants—insured and/or administered by one or more Blue Cross  
2 Defendant. When each Former Patient first sought treatment, Sovereign or its  
3 agents verified that he or she was insured and ascertained the scope of his or her  
4 coverage through the following procedures.

5 42. Sovereign or its agents first secured the Former Patient’s consent to  
6 contact his or her health insurance company, along with the identifying information  
7 necessary for Sovereign to interact with the insurer. Sovereign or its agents also  
8 asked for the dedicated phone number for healthcare providers associated with the  
9 Former Patient’s insurance policy (“Provider Hotline”). Plaintiffs are informed and  
10 believe that each Former Patient authorized Sovereign to contact the Provider  
11 Hotline of a Blue Cross Defendant. Sovereign or its agents recorded this  
12 information in the top box of a comprehensive document entitled “Insurance  
13 Verification Form.”

14 43. Sovereign or its agents called the Provider Hotline listed on the  
15 Insurance Verification Form on each Former Patient’s behalf. When it reached a  
16 Blue Cross Defendant, Sovereign or its agents relayed the Former Patient’s  
17 identifying information and requested details about his or her coverage. Sovereign  
18 or its agents recorded the information learned from the Blue Cross Defendant on the  
19 bottom of the Insurance Verification Form.

20 44. To complete Sovereign’s Insurance Verification Form, Sovereign or its  
21 agents inquired exhaustively into the characteristics of the Former Patient’s health  
22 insurance coverage, including with respect to:

23 a. The general characteristics of the health insurance policy  
24 (including fields for effective date and renewal date, the type of plan, and  
25 whether it covers preexisting conditions, among other things);

26 b. The existence and scope of any substance abuse or mental health  
27 coverage (including fields regarding deductible for in-network and out-of-

1 network services and maximum out-of-pocket payments for in-network and  
2 out-of-network services, among other things);

3 c. Any precertification requirements (including fields indicating  
4 whether precertification required for inpatient treatment, residential  
5 treatment, partial hospitalization, intensive outpatient treatment, and/or  
6 outpatient treatment by in-network and out-of-network providers); and

7 d. Copayments for each type of treatment and any limits on the  
8 length of treatment.

9 45. Sovereign or its agents also investigated the logistics of securing  
10 authorization and payment for Sovereign's services, including:

11 a. How to comply with precertification requirements (including  
12 fields for pre-certification company and telephone number);

13 b. The name of the insurance company and the entity to which  
14 benefit claims should be submitted (including fields for insurance company  
15 and claims address); and

16 c. Whether the Former Patient's health insurance benefits were  
17 assignable. The answer to this question was recorded by circling "Yes" or  
18 "No" (or "Y" or "N") next to the word "assignable" on the Insurance  
19 Verification Form.

20 46. After the insurance verification process, Sovereign then contacted each  
21 Former Patient to discuss his or her insurance policy and to make appropriate  
22 arrangements for treatment.

23 **E. Each Former Patient Had "Preferred Provider Organization" Coverage**  
24 **for Substance Abuse and Mental Health Treatment Services.**

25 47. Sovereign only wishes to provide services that prospective patients can  
26 afford. As such, as a matter of course Sovereign investigates whether the treatment  
27 needed by a patient (including the Former Patients) was covered by insurance.

1           48. When Sovereign or its agents called the Blue Cross Defendants'  
2 Provider Hotlines, it learned that each Former Patient's health insurance policy had  
3 at least the following key features: (1) coverage for substance abuse / mental health  
4 treatment offered by Sovereign, and (2) preferred provider organization ("PPO")  
5 coverage.

6           49. A PPO plan covers medical expenses incurred when the insured visits  
7 either an "in-network" provider (*i.e.*, a provider who has a contractual relationship  
8 with the insurance company) or an "out-of-network" provider (*i.e.*, one who does  
9 not have a contractual relationship with the insurance company).

10           a. PPO coverage tends to be significantly more expensive than  
11 health maintenance organization ("HMO") coverage because it gives insureds  
12 the option to visit the providers of their choice, who are typically entitled to  
13 reimbursement at the "usual and customary rate" for their services and not a  
14 lower negotiated rate. Many insureds are nevertheless willing to pay a  
15 premium for PPO coverage to, *inter alia*, gain access to a bigger and better  
16 pool of providers.

17           b. No law required the Welfare Plan Defendants to offer PPO  
18 coverage instead of HMO coverage. Each Welfare Plan Defendant chose to  
19 offer the more robust and expensive insurance to their employees, and each  
20 Former Patient or subscriber enrolled in and paid for that premium level of  
21 coverage.

22           c. Sovereign is out-of-network with respect to all Blue Cross  
23 Defendants. In other words, Sovereign is not contracted with any Blue Cross  
24 Defendant to provide services to their insureds at a discounted rate.

25           50. In short, Sovereign and its agents learned from the Blue Cross  
26 Defendants that each Former Patient had PPO coverage for substance abuse and  
27



1 mental health treatments and services, and that the Blue Cross Defendants were the  
2 relevant insurance companies, administrators, and contacts for those plans.

3 **F. Sovereign Obtains Valid Benefit Assignments from Each Former Patient.**

4 51. Sovereign (or its agents, on Sovereign's behalf) obtained and obtains a  
5 valid assignment of benefits ("Assignment") from all patients before treating them.

6 52. The Assignments give Sovereign the right to be paid directly for any  
7 services rendered to patients, and also entitle Sovereign to assert patients' legal  
8 rights to recover benefits. These legal rights include the right to file claims and  
9 appeals, to request and obtain information and documents relating to the plan, and  
10 to bring suit for violations of ERISA.

11 53. Sovereign or its agents obtained an Assignment from each Former  
12 Patient. For some Former Patients, the Assignment was in or substantially similar  
13 to the form discussed in the Blue Cross Defendants' Omnibus Motion to Dismiss,  
14 and attached hereto as Exhibit A; however, for at least one Former Patient associate  
15 with every single Blue Cross Defendant (and in most instances, for multiple Former  
16 Patients associated with each Blue Cross Defendant) the form of Assignment was in  
17 or substantially similar to the form attached hereto as Exhibit B (albeit sometimes  
18 listing a different Plaintiff entity).

19 54. The Assignments entitle Sovereign to collect payment for services  
20 provided to the Former Patients directly from the Blue Cross Defendants.

21 55. The Assignments also confer legal standing on Sovereign to assert  
22 various legal claims against the Welfare Plan Defendants and the Blue Cross  
23 Defendants under ERISA, including the claims in this Complaint. It is well-settled  
24 that assignees are "beneficiaries" under ERISA with standing to assert the claims of  
25 their assignors. *See Misic v. Building Services Employees Health & Welfare Trust*,  
26 789 F.2d 1374, 1379 (9th Cir. 1986). And any beneficiary—including an assignee—  
27 who makes a claim is a "claimant" under federal law. 29 C.F.R. § 2560.503-1(a)

1 (“[T]his section sets forth minimum requirements for employee benefit plan  
2 procedures pertaining to claims for benefits by participants and beneficiaries  
3 (hereinafter referred to as claimants).”).

4 **G. After Providing Covered Services, Sovereign Submitted Claims for**  
5 **Benefits to the Blue Cross Defendants Following Blue Cross Procedures.**

6 56. Sovereign provided medically necessary services to the Former  
7 Patients that were covered by their plans.

8 57. Sovereign then sought payment by submitting the appropriate  
9 documents to the appropriate Blue Cross Defendants in accordance with the  
10 Association’s “BlueCard Program” described below. These claims for payment  
11 notified the Blue Cross Defendants that Sovereign had obtained valid Assignments  
12 from the Former Patients and asserted Sovereign’s right to receive any benefits  
13 owed to the Former Patients under the terms of their health plans.

14 58. **The BlueCard Program.** Plaintiffs are informed and believe that the  
15 BlueCard Program is “a single electronic network for claims processing and  
16 reimbursement” for all Blue Cross Companies. *See* Blue Shield of California,  
17 “Introducing the BlueCard Program,” [www.blueshieldca.com](http://www.blueshieldca.com).

18 59. All Blue Cross Defendants are BlueCard Program participants.

19 60. The BlueCard Program requires health care providers to submit claims  
20 for benefits to the Blue Cross entity that controls the territory in which the provider  
21 is located (the “Host Entity”). *See generally* BlueCard Introduction,  
22 [www.blueshieldca.com](http://www.blueshieldca.com) (“When an out-of-area Blue Plan member seeks medical  
23 care from your office, use the information and tools in this section to submit those  
24 claims to Blue Shield of California.”).

25 61. Plaintiffs are informed and believe that the insurance cards that the  
26 Blue Cross Defendants issued to the Former Patients instructed health providers to  
27 communicate with and submit claims directly to the Host Entity for their location.

1 Plaintiffs are informed and believe that the Blue Cross Defendant on the Provider  
2 Hotline likewise instructed Sovereign or its agents to submit claims to the Host  
3 Entity for the territory in which Sovereign is located. The Host Entity was listed on  
4 the Insurance Verification Form.

5 62. Sovereign complied with the BlueCard Program by submitting claims  
6 for payment directly to the Host Entity for the territory in which Sovereign is  
7 located. For many of the Former Patients, for example, the Host Entity would be  
8 California Blue Cross.

9 63. Plaintiffs are informed and believe that the Host Entity processes  
10 claims on behalf of the distant or out-of-state Blue Cross Company (the “Home  
11 Entity”). BlueCard Tutorial at 7. The Host Entity sends the claim to the Home  
12 Entity, which authorizes the Host Entity to finalize and pay the claim. *Id.* The Host  
13 Entity then remits payment. *Id.*; *see also* Horizon Blue FAQs (“Once we receive  
14 your claims, we will electronically route them to the out-of-state Blue Cross Blue  
15 Shield [Entity] that will process the claim according to each member’s contract.  
16 They will transmit the claim information to us . . .”). If the Host Entity and the  
17 Home Entity are one and the same, Plaintiffs are informed and believe that such  
18 Blue Cross Company alone handles claim processing.

19 64. **Uniform Billing (“UB”) Forms.** Sovereign or its agent timely  
20 submitted its claims for payment to the correct Host Entity using industry standard  
21 UB-04 forms.

22 65. UB forms are promulgated by the National Uniform Billing Committee  
23 (“NUBC”), an organization formed in 1975 “to develop and maintain a single  
24 billing form and standard data to be used nationwide by institutional, private and  
25 public providers and payers for handling health care claims.” NUBC, “About Us,”  
26 <http://www.nubc.org/aboutus/index.dhtml> (“About NUBC”). Plaintiffs are informed  
27

1 and believe that the Association is a member of NUBC. NUBC, “Member  
2 Organizations,” <http://www.nubc.org/aboutus/memberorganizations.dhtml>.

3 66. The NUBC approved the UB-04 in February of 2005. Department of  
4 Health & Human Services, “CMS Manual System: Pub 100-04 Medicare Claims  
5 Processing, Transmittal 1104” (Nov. 3, 2006) (“Transmittal 1104”), at 3. The UB-04  
6 form is now the “‘de facto’ institutional claim standard.” About NUBC; *see also*  
7 Transmittal 1104 at 3 (“The Form UB-04 (CMS-1450) answers the needs of many  
8 health insurers. It is the basic form prescribed by CMS for the Medicare  
9 program . . .”).

10 67. The UB-04 form includes information sufficient to allow insurance  
11 companies to identify, process, and pay claims. For example, it contains fields for  
12 the service provided, the appropriate code for that service, and the charge for the  
13 service that the provider believes is usual and customary. The UB-04 form also  
14 includes a field (“ASG BEN” in field 53) in which the provider indicates whether it  
15 has received an assignment of health care benefits from the patient.

16 68. Each UB-04 form submitted in connection with services that Sovereign  
17 provided to a Former Patient indicated that Sovereign had received an assignment  
18 of health care benefits from the Former Patient.

19 **H. Despite Extensive Dealings with Sovereign, the Blue Cross Defendants**  
20 **did not Notify Sovereign of the Terms of any Valid Anti-Assignment**  
21 **Provision That They Intended to Enforce.**

22 69. After the verification of benefits, Defendants (or their agents)  
23 repeatedly continued to interact with Plaintiffs (or their agents) with respect to the  
24 Former Patients and claims for whom Plaintiffs received assignments. In addition  
25 to verification of services, such interaction, which was over a long period of time,  
26 included receiving and processing UB-04 claim forms for payment for the services,  
27

1 communicating with Plaintiffs (or their agents) about the services and claims, and  
2 requesting additional documentation for the claims.

3 70. During this continued interaction neither the Blue Cross Defendants  
4 nor their agents notified Plaintiffs or their agents of the specific terms of any alleged  
5 anti-assignment provision in any plan document. Nor did they refuse to deal  
6 directly with Plaintiffs or their agents on the grounds of any such provision.  
7 Indeed, Plaintiff is informed and believes that Blue Cross Defendants (or their  
8 agents) regularly informed Plaintiffs' agents through express words in many cases,  
9 but at a minimum impliedly through their actions, that the claims of Former Patients  
10 at issue *were freely assignable*. Accordingly, Defendants have waived, or are  
11 estopped from asserting, any anti-assignment clause as a defense to Plaintiffs'  
12 ERISA claims in this case.

13 71. Moreover, the pattern and practice of the Blue Cross Defendants  
14 alleged herein has caused Plaintiffs to suffer direct and independent injury in  
15 violation of state law:

16 a. The Blue Cross Defendants (or their agents) should have but  
17 failed to explain to Plaintiffs (or their agents) during the verification of  
18 benefits process, or at a minimum early in the Blue Cross Defendants' (or  
19 their agents') long and extensive course of dealing with Plaintiffs (or their  
20 agents) thereafter, that the Blue Cross Defendants would not pay Plaintiffs  
21 directly, and why.

22 b. Whether they were declining to make payments directly to  
23 Plaintiffs because more documentation of a valid assignment was required,  
24 because, as Plaintiffs believe and allege they were engaging in a wrongful  
25 pattern and practice of declining to honor direct payment rights even though  
26 many of the relevant plan documents permit assignments, or because under  
27 their interpretation of a particular plan the Former Patients' benefits were not

1 assignable, the Blue Cross Defendants should have promptly notified  
2 Plaintiffs in writing.

3 c. Instead, the Blue Cross Defendants dealt directly with Plaintiffs  
4 for other purposes, but said nothing to contradict the information Plaintiffs  
5 reasonably thought they had verified once during the verification of benefits  
6 process and again upon submitting UB-04s indicating that Plaintiffs had been  
7 assigned direct payment rights.

8 d. By failing to clarify in writing to Plaintiffs (or even their Former  
9 Patients) during the verification of benefits process, or at a minimum  
10 promptly upon submission of a UB-04, that the Blue Cross Defendants would  
11 refuse to pay Plaintiffs directly and why, and by instead issuing payments  
12 directly to Former Patients in violation of their instructions and of the right to  
13 direct payment that Plaintiffs obtained (or at least legitimately believed they  
14 obtained), the Blue Cross Defendants engaged in an improper and unfair  
15 business practice.

16 e. The Blue Cross Defendants' unfair business practice caused  
17 Plaintiffs—who reasonably believed that they would be paid directly and  
18 relied on the Blue Cross Defendants express or implied representations to the  
19 contrary—to suffer independent and direct harm in at least the following  
20 ways:

21 (1) To the extent the Blue Cross Defendants now say they  
22 would have honored these assignments had more documentation been  
23 provided, their behavior deprived Plaintiffs of the opportunity to  
24 submit such documentation and obtain direct payment;

25 (2) To the extent the Blue Cross Defendants now say their  
26 interpretation of relevant plan language is that it prohibits assignments,  
27 Plaintiffs were deprived of the ability to make alternate payment



1 arrangements with their Former Patients that would have avoided the  
2 need for costly collection efforts and to write off revenue they expected  
3 to receive when at least some Former Patients failed to submit the  
4 payment checks they received to Plaintiffs, or failed to do so in a  
5 timely manner; and

6 (3) The wrongful behavior of the Blue Cross Defendants set  
7 forth above obfuscated Plaintiffs' ability to ascertain whether the Blue  
8 Cross Defendants were paying benefits at the appropriate amount  
9 versus wrongfully denying claims in whole or in part which, on  
10 information and belief, happened in at least some instances. This  
11 deprived Plaintiffs of a meaningful opportunity to assist their Former  
12 Patients with the administrative appeal process for benefits denials, and  
13 at a minimum delayed and made unnecessarily difficult the ability to  
14 ascertain whether initiating that process was appropriate, and Plaintiffs  
15 lost money as a result.

16 72. Unless the Blue Cross Defendants are enjoined from providing  
17 inaccurate information about their willingness to honor assignments of benefits  
18 during the verification of benefits process, and required promptly to state in writing  
19 if they are unwilling to do so upon receipt of a UB-04 indicating that Plaintiffs have  
20 received such assignments, the Blue Cross Defendants will continue to interfere  
21 with the conduct of Plaintiffs' business, and Plaintiffs will continue to be directly  
22 and irreparably harmed.

23 **I. The Blue Cross Defendants Approved Sovereign's Claims but Arbitrarily**  
24 **Disregarded Its Assignments.**

25 73. A valid assignment obligates the debtor to pay the assignee, not the  
26 original creditor: "When there is a valid assignment in place, performance under a  
27 contract runs to the assignee. Thus, when a creditor assigns its interest in an existing

1 debt owed to it, the debtor must generally pay the debt to the assignee, not the  
2 original creditor.” 6A C.J.S. Assignments § 106. Indeed, “after a debtor has received  
3 notice of a valid assignment, or obtained knowledge of it in any manner, a payment  
4 to the assignor or any person other than the assignee is at the debtor’s peril and does  
5 not discharge him or her from liability to the assignee.” *Id.*

6 74. Plaintiffs are informed and believe that the Blue Cross Defendants  
7 approved and authorized payment on Sovereign’s claims for benefits in connection  
8 with the services provided to the Former Patients, but did not pay Sovereign  
9 (apparently on the grounds that Sovereign was an assignee). In other words, despite  
10 Blue Cross Defendants being informed of and on written notice that Sovereign was  
11 an assignee—and despite Blue Cross Defendants approving the underlying claim  
12 for covered services—the Blue Cross Defendants mailed checks directly to the  
13 Former Patients and not to Sovereign.

14 75. Plaintiffs are informed and believe that the Blue Cross Defendants’  
15 disregard of Sovereign’s Assignments is consistent with acknowledged BlueCard  
16 policy to disregard the assignments of out-of-network providers like Sovereign. As  
17 one Blue Cross Company put it: “payments for services rendered by providers who  
18 do not contract with [Blue Cross] are sent directly to our customers. Thus, out-of-  
19 network providers face the inconvenience of attempting to collect payment from the  
20 customer and the accompanying possibility of incurring bad debts.” *See* Blue Cross  
21 Blue Shield Oklahoma, “Blue Perspective: BCBSOK Position on Legislation and  
22 Regulatory Issues,” [http://www.bcbsook.com/grassroots/pdf/blueperspective\\_aob27-](http://www.bcbsook.com/grassroots/pdf/blueperspective_aob27-103003.pdf)  
23 [103003.pdf](http://www.bcbsook.com/grassroots/pdf/blueperspective_aob27-103003.pdf).

24 76. Indeed, when Sovereign sought payment for covered claims the  
25 Former Patients had assigned to it, Blue Cross uniformly refused to pay, or even to  
26 acknowledge, Sovereign’s benefit claims. Neither Sovereign’s initial UB-04  
27

1 requests for payment nor its follow-up letters written by experienced ERISA  
2 counsel resulted in payment or a reasoned denial.

3 77. The Blue Cross Defendants' policy of not honoring assignments to out-  
4 of-network providers like Sovereign furthers their objective to pressure such  
5 providers to contract with the Blue Cross Defendants and become in-network  
6 providers.

7 a. In-network providers with respect to insurance plans agree to  
8 accept discounted reimbursement rates in exchange for the benefits of network  
9 status, which include increased business, advertisements, and lower co-payments  
10 and deductibles for members.

11 b. Conversely, out-of-network providers receive less plan business,  
12 but they are entitled to receive payment based on their charges for services rendered  
13 without any discount.

14 78. Plaintiffs are informed and believe that in recent years, Blue Cross  
15 Defendants contracts have demanded such low reimbursement rates and have  
16 become so onerous and one-sided in favor of Blue Cross Defendants that many  
17 providers have determined that they cannot afford to enter into, maintain, or renew  
18 such contracts. As a result, a growing number of providers have become out-of-  
19 network with the Blue Cross Defendants.

20 79. Plaintiffs are informed and believe that the Blue Cross Defendants  
21 punish out-of-network providers by underpaying them for the medically necessary,  
22 covered services they provide to Blue Cross Defendants insured individuals.

23 80. The Blue Cross Defendants know or should know that failing to honor  
24 assignments results in underpayment to providers because patients do not always  
25 forward their benefits checks to their providers, and are less likely to contest  
26 improper denials of benefits.

1           81. In this litigation, the Blue Cross Defendants' policy of disregarding  
2 assignments to out-of-network providers like Sovereign led them to send large sums  
3 of money to chemically dependent individuals. That practice was patently reckless  
4 with respect to the health and safety of the Former Patients, as well as the health  
5 and safety of the general public. It also all but guaranteed that Sovereign would  
6 receive only a fraction of what it was owed for its services.

7 **J. In Clear Violation of ERISA, No Defendant Ever Informed Sovereign Its**  
8 **Basis for Refusing to Honor Sovereign's Assignments.**

9           82. Sovereign formally asserted claims for ERISA benefits to ERISA  
10 fiduciaries by submitting UB-04s to the Blue Cross Defendants for services  
11 provided to the Former Patients.

12           83. Sovereign's UB-04s never received any response from the Blue Cross  
13 Defendants. As Sovereign learned only later and at great expense, the Blue Cross  
14 Defendants instead had approved and authorized payment on the claims for  
15 Sovereign's services to the Former Patients. The Blue Cross Defendants then issued  
16 payment checks to the Former Patients.

17           84. When the Blue Cross Defendants refused to pay Sovereign's claims  
18 and instead sent claims payment checks to the Former Patients, they made "adverse  
19 benefit determinations" against Sovereign under ERISA. *See* 29 C.F.R. § 2560.503-  
20 1(m)(4) (defining "adverse benefit determination" as including "a failure to provide  
21 or make payment" for a claimed benefit).

22           85. Federal law and regulations set forth extensive procedural  
23 requirements for making adverse benefit determinations in the health insurance  
24 context. Generally speaking, plans must propound denials in writing, set forth the  
25 specific reasons for such a denial, and afford a reasonable opportunity for a full and  
26 fair review by the appropriate named fiduciary of the decision denying the claim.  
27 *See generally* 29 U.S.C. § 1133.

1           86. Among other things, the plan or its representative must explain, “in a  
2 manner calculated to be understood by the claimant (i) the specific reason or  
3 reasons for the adverse determination; (ii) reference to the specific plan provisions  
4 on which the determination is based; (iii) a description of any additional material  
5 or information necessary for the claimant to perfect the claim and an explanation of  
6 why such material or information is necessary; [and] (iv) a description of the plan’s  
7 review procedures and the time limits applicable to such procedures, including a  
8 statement of the claimant’s right to bring a civil action under section 502(a) of the  
9 Act following an adverse benefit determination on review. . . .” 29 C.F.R.  
10 § 2560.503-1(g)(i)-(iv). *See also* 29 C.F.R. §2590.715-2719(b).

11           87. In spite of such detailed regulations, Sovereign received no written  
12 notice that such adverse benefit determinations had taken place at all. As a result,  
13 Sovereign did not know whether the Blue Cross Defendants had acted on their  
14 claims at all, what decisions they had reached if they had, or why they never  
15 received payment from the Blue Cross Defendants. Only after a costly and  
16 protracted investigation was Sovereign able to ascertain what was happening.

17           88. Defendants obviously failed to comply, in any respect, with the  
18 relevant federal regulations governing the manner and means by which an insurer  
19 must make an adverse benefit determination. As a result, any administrative  
20 prerequisites to litigation are deemed exhausted and a claimant may commence suit  
21 in federal court. *See* 29 C.F.R. § 2560.503-1(l) (“In the case of the failure of a plan  
22 to establish or follow claims procedures consistent with the requirements of this  
23 section, a claimant shall be deemed to have exhausted the administrative remedies  
24 available under the plan and shall be entitled to pursue any available remedies  
25 . . . .”) and 29 C.F.R. §2590.715-2719(b)(2)(ii)(F) (deemed exhaustion).

26 **K. At Great Effort and Expense, Sovereign Attempts to Collect Plan**  
27 **Documents and Learns the Scope of Defendants’ ERISA Violations.**





1           95. The allegations of the prior paragraphs of this Complaint are hereby  
2 repeated as if fully set forth herein.

3           96. Sovereign provided services to many individuals who, at the time of  
4 the services provided, were participants or beneficiaries of ERISA-governed plans  
5 sponsored and/or administered by the Welfare Plan Defendants and insured and/or  
6 administered by the Blue Cross Defendants (the “ERISA Beneficiaries”).

7           97. Before providing services to any ERISA Beneficiary, Sovereign  
8 obtained, or had an agent obtain for Sovereign’s benefit, an assignment of benefits  
9 which, inter alia, required that any ERISA benefit payments due as a result of its  
10 services be paid directly to Sovereign or its designee.

11           98. After confirming that the services it offered were covered by the plan  
12 and providing services to each ERISA Beneficiary, Sovereign or its agent submitted  
13 claims to the relevant Blue Cross Defendant requesting payment of ERISA benefits  
14 to Sovereign due as a result of the services provided (an “Assigned Claim” or  
15 collectively the “Assigned Claims”).

16           99. The Blue Cross Defendants refused to pay Sovereign for the Assigned  
17 Claims. Upon information and belief, in some instances the Blue Cross Defendant  
18 paid some or all of the Assigned Claim directly to the ERISA Beneficiary.

19           100. Pleadings in paragraphs 101 to 366 below are, for representative  
20 individual patients, the specifics for the Assigned Claims for which Sovereign or its  
21 designee is the assignee or similar right holder. Patient names have been redacted  
22 and replaced with a numerical identifier to preserve confidentiality. In some  
23 instances, the welfare plan is not currently known to Sovereign, but the insurer or  
24 TPA is.

25           101. On information and belief: Patient 1 was a participant in or  
26 beneficiary of Defendant Profit Plan during all times relevant to this  
27 complaint. Further, on information and belief:

1           a. With regard to the relevant welfare benefits implicated by this  
2 lawsuit: the Profit Plan either (i) is insured by North Carolina Blue and/or  
3 California Blue Cross or (ii) is self-insured and has entered into an  
4 agreement with North Carolina Blue and/or California Blue Cross by which  
5 the Profit Plan receives third party administrative services.

6           b. On or around July 22, 2013, Sovereign began providing mental  
7 health and/or drug addiction treatment to Patient 1, who validly assigned all  
8 claims arising as a result of Sovereign's services pursuant to the Profit Plan.

9           c. Shortly thereafter, Sovereign submitted claims seeking  
10 reimbursement for these services to California Blue Cross or North Carolina  
11 Blue on the industry-standard UB-04 form. Sovereign indicated that it was  
12 requesting that benefits be paid to it as an assignee by inserting the letter Y  
13 in the appropriate field (box 53) each time it submitted a claim.

14           d. California Blue Cross, North Carolina Blue, and/or the Profit  
15 Plan thereafter paid some or all of the assigned benefits to Patient 1 instead  
16 of Sovereign.

17 102. On information and belief: Patient 3 was a participant in or beneficiary  
18 of an unknown ERISA-governed welfare plan during all times relevant to this  
19 complaint. Further, on information and belief:

20           a. With regard to the relevant welfare benefits implicated by this  
21 lawsuit: Patient 3's plan either (i) is insured by Montana Blue and/or  
22 California Blue Cross or (ii) is self-insured and has entered into an agreement  
23 with Montana Blue and/or California Blue Cross by which the unknown plan  
24 receives third party administrative services.

25           b. On or around October 23, 2013, Sovereign began providing  
26 mental health and/or drug addiction treatment to Patient 3, who validly  
27 assigned all claims arising as a result of Sovereign's services pursuant to the  
28 unknown plan.

1 c. Shortly thereafter, Sovereign submitted claims seeking  
2 reimbursement for these services to California Blue Cross or Montana Blue  
3 on the industry-standard UB-04 form. Sovereign indicated that it was  
4 requesting that benefits be paid to it as an assignee by inserting the letter Y in  
5 the appropriate field (box 53) each time it submitted a claim.

6 d. California Blue Cross, Montana Blue, and/or the unknown plan  
7 thereafter paid some or all of the assigned benefits to Patient 3 instead of  
8 Sovereign.

9 103. On information and belief: Patient 4 was a participant in or beneficiary  
10 of an unknown ERISA-governed welfare plan during all times relevant to this  
11 complaint. Further, on information and belief:

12 a. With regard to the relevant welfare benefits implicated by this  
13 lawsuit: Patient 4's plan either (i) is insured by California Blue Cross or (ii) is  
14 self-insured and has entered into an agreement with /or California Blue Cross  
15 by which the unknown plan receives third party administrative services.

16 b. On or around April 14, 2014, Sovereign began providing mental  
17 health and/or drug addiction treatment to Patient 4, who validly assigned all  
18 claims arising as a result of Sovereign's services pursuant to the unknown  
19 plan.

20 c. Shortly thereafter, Sovereign submitted claims seeking  
21 reimbursement for these services to California Blue Cross on the industry-  
22 standard UB-04 form. Sovereign indicated that it was requesting that benefits  
23 be paid to it as an assignee by inserting the letter Y in the appropriate field  
24 (box 53) each time it submitted a claim.

25 d. California Blue Cross and/or the unknown plan thereafter paid  
26 some or all of the assigned benefits to Patient 4 instead of Sovereign.

1           104. On information and belief: Patient 5 was a participant in or beneficiary  
2 of an unknown ERISA-governed welfare plan during all times relevant to this  
3 complaint. Further, on information and belief:

4           a. With regard to the relevant welfare benefits implicated by this  
5 lawsuit: Patient 5's plan either (i) is insured by North Carolina Blue and/or  
6 California Blue Cross or (ii) is self-insured and has entered into an agreement  
7 with North Carolina Blue and/or California Blue Cross by which the  
8 unknown plan receives third party administrative services.

9           b. On or around February 11, 2014, Sovereign began providing  
10 mental health and/or drug addiction treatment to Patient 5, who validly  
11 assigned all claims arising as a result of Sovereign's services pursuant to the  
12 unknown plan.

13           c. Shortly thereafter, Sovereign submitted claims seeking  
14 reimbursement for these services to California Blue Cross or North Carolina  
15 Blue on the industry-standard UB-04 form. Sovereign indicated that it was  
16 requesting that benefits be paid to it as an assignee by inserting the letter Y in  
17 the appropriate field (box 53) each time it submitted a claim.

18           d. California Blue Cross, North Carolina Blue, and/or the unknown  
19 plan thereafter paid some or all of the assigned benefits to Patient 5 instead of  
20 Sovereign.

21           105. On information and belief: Patient 7 was a participant in or beneficiary  
22 of an unknown ERISA-governed welfare plan during all times relevant to this  
23 complaint. Further, on information and belief:

24           a. With regard to the relevant welfare benefits implicated by this  
25 lawsuit: Patient 7's plan either (i) is insured by California Blue Cross or (ii) is  
26 self-insured and has entered into an agreement with California Blue Cross by  
27 which the unknown plan receives third party administrative services.

1           b. On or around September 20, 2013, Sovereign began providing  
2 mental health and/or drug addiction treatment to Patient 7, who validly  
3 assigned all claims arising as a result of Sovereign's services pursuant to the  
4 unknown plan.

5           c. Shortly thereafter, Sovereign submitted claims seeking  
6 reimbursement for these services to California Blue Cross on the industry-  
7 standard UB-04 form. Sovereign indicated that it was requesting that benefits  
8 be paid to it as an assignee by inserting the letter Y in the appropriate field  
9 (box 53) each time it submitted a claim.

10          d. California Blue Cross and/or the unknown plan thereafter paid  
11 some or all of the assigned benefits to Patient 7 instead of Sovereign.

12          106. On information and belief: Patient 8 was a participant in or  
13 beneficiary of Defendant Ameriflight Plan during all times relevant to this  
14 complaint. Further, on information and belief:

15           a. With regard to the relevant welfare benefits implicated by this  
16 lawsuit: the Ameriflight Plan either (i) is insured by California Blue Cross or  
17 (ii) is self-insured and has entered into an agreement with California Blue  
18 Cross by which the Ameriflight Plan receives third party administrative  
19 services.

20           b. On or around December 14, 2012, Sovereign began providing  
21 mental health and/or drug addiction treatment to Patient 8, who validly  
22 assigned all claims arising as a result of Sovereign's services pursuant to the  
23 Ameriflight Plan.

24           c. Shortly thereafter, Sovereign submitted claims seeking  
25 reimbursement for these services to California Blue Cross on the industry-  
26 standard UB-04 form. Sovereign indicated that it was requesting that  
27 benefits be paid to it as an assignee by inserting the letter Y in the  
28 appropriate field (box 53) each time it submitted a claim.

1 d. California Blue Cross and/or Ameriflight Plan thereafter paid  
2 some or all of the assigned benefits to Patient 8 instead of Sovereign.

3 107. On information and belief: Patient 9 was a participant in or beneficiary  
4 of an unknown ERISA-governed welfare plan during all times relevant to this  
5 complaint. Further, on information and belief:

6 a. With regard to the relevant welfare benefits implicated by this  
7 lawsuit: Patient 9's plan either (i) is insured by New York Empire Blue  
8 and/or California Blue Cross or (ii) is self-insured and has entered into an  
9 agreement with New York Empire Blue and/or California Blue Cross by  
10 which the unknown plan receives third party administrative services.

11 b. On or around February 18, 2014, Sovereign began providing  
12 mental health and/or drug addiction treatment to Patient 9, who validly  
13 assigned all claims arising as a result of Sovereign's services pursuant to the  
14 unknown plan.

15 c. Shortly thereafter, Sovereign submitted claims seeking  
16 reimbursement for these services to California Blue Cross or New York  
17 Empire Blue on the industry-standard UB-04 form. Sovereign indicated that  
18 it was requesting that benefits be paid to it as an assignee by inserting the  
19 letter Y in the appropriate field (box 53) each time it submitted a claim.

20 d. California Blue Cross, New York Empire Blue, and/or the  
21 unknown plan thereafter paid some or all of the assigned benefits to Patient 9  
22 instead of Sovereign.

23 108. On information and belief: Patient 10 was a participant in or  
24 beneficiary of an unknown ERISA-governed welfare plan during all times relevant  
25 to this complaint. Further, on information and belief:

26 a. With regard to the relevant welfare benefits implicated by this  
27 lawsuit: Patient 10's plan either (i) is insured by California Blue Cross or (ii)

1 is self-insured and has entered into an agreement with California Blue Cross  
2 by which the unknown plan receives third party administrative services.

3 b. On or around March 19, 2014, Sovereign began providing  
4 mental health and/or drug addiction treatment to Patient 10, who validly  
5 assigned all claims arising as a result of Sovereign's services pursuant to the  
6 unknown plan.

7 c. Shortly thereafter, Sovereign submitted claims seeking  
8 reimbursement for these services to California Blue Cross on the industry-  
9 standard UB-04 form. Sovereign indicated that it was requesting that benefits  
10 be paid to it as an assignee by inserting the letter Y in the appropriate field  
11 (box 53) each time it submitted a claim.

12 d. California Blue Cross and/or the unknown plan thereafter paid  
13 some or all of the assigned benefits to Patient 10 instead of Sovereign.

14 109. On information and belief: Patient 11 was a participant in or  
15 beneficiary of Defendant Dog Lady Plan during all times relevant to this  
16 complaint. Further, on information and belief:

17 a. With regard to the relevant welfare benefits implicated by this  
18 lawsuit: the Dog Lady Plan either (i) is insured by California Blue Shield  
19 Life or (ii) is self-insured and has entered into an agreement with California  
20 Blue Shield Life by which the Dog Lady Plan receives third party  
21 administrative services.

22 b. On or around November 12, 2012, Sovereign began providing  
23 mental health and/or drug addiction treatment to Patient 11, who validly  
24 assigned all claims arising as a result of Sovereign's services pursuant to the  
25 Dog Lady Plan.

26 c. Shortly thereafter, Sovereign submitted claims seeking  
27 reimbursement for these services to California Blue Shield Life on the  
28 industry-standard UB-04 form. Sovereign indicated that it was requesting



1 that benefits be paid to it as an assignee by inserting the letter Y in the  
2 appropriate field (box 53) each time it submitted a claim.

3 d. California Blue Shield Life and/or Dog Lady Plan thereafter  
4 paid some or all of the assigned benefits to Patient 11 instead of Sovereign.

5 110. On information and belief: Patient 14 was a participant in or  
6 beneficiary of Defendant Hartford Plan during all times relevant to this  
7 complaint. Further, on information and belief:

8 a. With regard to the relevant welfare benefits implicated by this  
9 lawsuit: the Hartford Plan either (i) is insured by Indiana Blue and/or  
10 California Blue Cross or (ii) is self-insured and has entered into an  
11 agreement with Indiana Blue and/or California Blue Cross by which the  
12 Hartford Plan receives third party administrative services.

13 b. On or around January 25, 2013, Sovereign began providing  
14 mental health and/or drug addiction treatment to Patient 14, who validly  
15 assigned all claims arising as a result of Sovereign's services pursuant to the  
16 Hartford Plan.

17 c. Shortly thereafter, Sovereign submitted claims seeking  
18 reimbursement for these services to California Blue Cross or Indiana Blue  
19 on the industry-standard UB-04 form. Sovereign indicated that it was  
20 requesting that benefits be paid to it as an assignee by inserting the letter Y  
21 in the appropriate field (box 53) each time it submitted a claim.

22 d. California Blue Cross, Indiana Blue, and/or Hartford Plan  
23 thereafter paid some or all of the assigned benefits to Patient 14 instead of  
24 Sovereign.

25 111. On information and belief: Patient 15 was a participant in or  
26 beneficiary of Defendant UH / Chaminade Plan during all times relevant to this  
27 complaint. Further, on information and belief:

1           a. With regard to the relevant welfare benefits implicated by this  
2 lawsuit: the UH / Chaminade Plan either (i) is insured by Hawai'i Blue  
3 and/or California Blue Cross or (ii) is self-insured and has entered into an  
4 agreement with Hawai'i Blue and/or California Blue Cross by which the UH  
5 / Chaminade Plan receives third party administrative services.

6           b. On or around April 11, 2014, Sovereign began providing  
7 mental health and/or drug addiction treatment to Patient 15, who validly  
8 assigned all claims arising as a result of Sovereign's services pursuant to the  
9 UH / Chaminade Plan.

10          c. Shortly thereafter, Sovereign submitted claims seeking  
11 reimbursement for these services to California Blue Cross or Hawai'i Blue  
12 on the industry-standard UB-04 form. Sovereign indicated that it was  
13 requesting that benefits be paid to it as an assignee by inserting the letter Y  
14 in the appropriate field (box 53) each time it submitted a claim.

15          d. California Blue Cross, Hawai'i Blue, and/or UH / Chaminade  
16 Plan thereafter paid some or all of the assigned benefits to Patient 15 instead  
17 of Sovereign.

18          112. On information and belief: Patient 16 was a participant in or  
19 beneficiary of an unknown ERISA-governed welfare plan during all times relevant  
20 to this complaint. Further, on information and belief:

21           a. With regard to the relevant welfare benefits implicated by this  
22 lawsuit: Patient 16's plan either (i) is insured by Indiana Blue and/or  
23 California Blue Cross or (ii) is self-insured and has entered into an agreement  
24 with Indiana Blue and/or California Blue Cross by which the unknown plan  
25 receives third party administrative services.

26           b. On or around October 29, 2013, Sovereign began providing  
27 mental health and/or drug addiction treatment to Patient 16, who validly

1 assigned all claims arising as a result of Sovereign's services pursuant to the  
2 unknown plan.

3 c. Shortly thereafter, Sovereign submitted claims seeking  
4 reimbursement for these services to California Blue Cross or Indiana Blue on  
5 the industry-standard UB-04 form. Sovereign indicated that it was requesting  
6 that benefits be paid to it as an assignee by inserting the letter Y in the  
7 appropriate field (box 53) each time it submitted a claim.

8 d. California Blue Cross, Indiana Blue, and/or the unknown plan  
9 thereafter paid some or all of the assigned benefits to Patient 16 instead of  
10 Sovereign.

11 113. On information and belief: Patient 17 was a participant in or  
12 beneficiary of an unknown ERISA-governed welfare plan during all times relevant  
13 to this complaint. Further, on information and belief:

14 a. With regard to the relevant welfare benefits implicated by this  
15 lawsuit: Patient 17's plan either (i) is insured by New Jersey Blue and/or  
16 California Blue Cross or (ii) is self-insured and has entered into an agreement  
17 with New Jersey Blue and/or California Blue Cross by which the unknown  
18 plan receives third party administrative services.

19 b. On or around August 28, 2014, Sovereign began providing  
20 mental health and/or drug addiction treatment to Patient 17, who validly  
21 assigned all claims arising as a result of Sovereign's services pursuant to the  
22 unknown plan.

23 c. Shortly thereafter, Sovereign submitted claims seeking  
24 reimbursement for these services to California Blue Cross or New Jersey  
25 Blue on the industry-standard UB-04 form. Sovereign indicated that it was  
26 requesting that benefits be paid to it as an assignee by inserting the letter Y in  
27 the appropriate field (box 53) each time it submitted a claim.

1 d. California Blue Cross, New Jersey Blue, and/or the unknown  
2 plan thereafter paid some or all of the assigned benefits to Patient 17 instead  
3 of Sovereign.

4 114. On information and belief: Patient 18 was a participant in or  
5 beneficiary of Defendant Bart Plan during all times relevant to this  
6 complaint. Further, on information and belief:

7 a. With regard to the relevant welfare benefits implicated by this  
8 lawsuit: the Bart Plan either (i) is insured by Louisiana Blue and/or  
9 California Blue Cross or (ii) is self-insured and has entered into an  
10 agreement with Louisiana Blue and/or California Blue Cross by which the  
11 Bart Plan receives third party administrative services.

12 b. On or around May 15, 2013, Sovereign began providing mental  
13 health and/or drug addiction treatment to Patient 18, who validly assigned all  
14 claims arising as a result of Sovereign's services pursuant to the Bart Plan.

15 c. Shortly thereafter, Sovereign submitted claims seeking  
16 reimbursement for these services to California Blue Cross or Louisiana Blue  
17 on the industry-standard UB-04 form. Sovereign indicated that it was  
18 requesting that benefits be paid to it as an assignee by inserting the letter Y  
19 in the appropriate field (box 53) each time it submitted a claim.

20 d. California Blue Cross, Louisiana Blue, and/or the Bart Plan  
21 thereafter paid some or all of the assigned benefits to Patient 18 instead of  
22 Sovereign.

23 115. On information and belief: Patient 19 was a participant in or  
24 beneficiary of an unknown ERISA-governed welfare plan during all times relevant  
25 to this complaint. Further, on information and belief:

26 a. With regard to the relevant welfare benefits implicated by this  
27 lawsuit: Patient 19's plan either (i) is insured by Ohio Blue and/or California  
28 Blue Cross or (ii) is self-insured and has entered into an agreement with Ohio

1 Blue and/or California Blue Cross by which the unknown plan receives third  
2 party administrative services.

3 b. On or around March 24, 2014, Sovereign began providing  
4 mental health and/or drug addiction treatment to Patient 19, who validly  
5 assigned all claims arising as a result of Sovereign's services pursuant to the  
6 unknown plan.

7 c. Shortly thereafter, Sovereign submitted claims seeking  
8 reimbursement for these services to California Blue Cross or Ohio Blue on  
9 the industry-standard UB-04 form. Sovereign indicated that it was requesting  
10 that benefits be paid to it as an assignee by inserting the letter Y in the  
11 appropriate field (box 53) each time it submitted a claim.

12 d. California Blue Cross, Ohio Blue, and/or the unknown plan  
13 thereafter paid some or all of the assigned benefits to Patient 19 instead of  
14 Sovereign.

15 116. On information and belief: Patient 20 was a participant in or  
16 beneficiary of an unknown ERISA-governed welfare plan during all times relevant  
17 to this complaint. Further, on information and belief:

18 a. With regard to the relevant welfare benefits implicated by this  
19 lawsuit: Patient 20's plan either (i) is insured by New Jersey Blue and/or  
20 California Blue Cross or (ii) is self-insured and has entered into an agreement  
21 with New Jersey Blue and/or California Blue Cross by which the unknown  
22 plan receives third party administrative services.

23 b. On or around August 30, 2013, Sovereign began providing  
24 mental health and/or drug addiction treatment to Patient 20, who validly  
25 assigned all claims arising as a result of Sovereign's services pursuant to the  
26 unknown plan.

1 c. Shortly thereafter, Sovereign submitted claims seeking  
2 reimbursement for these services to California Blue Cross or New Jersey  
3 Blue on the industry-standard UB-04 form. Sovereign indicated that it was  
4 requesting that benefits be paid to it as an assignee by inserting the letter Y in  
5 the appropriate field (box 53) each time it submitted a claim.

6 d. California Blue Cross, New Jersey Blue, and/or the unknown  
7 plan thereafter paid some or all of the assigned benefits to Patient 20 instead  
8 of Sovereign.

9 117. On information and belief: Patient 21 was a participant in or  
10 beneficiary of an unknown ERISA-governed welfare plan during all times relevant  
11 to this complaint. Further, on information and belief:

12 a. With regard to the relevant welfare benefits implicated by this  
13 lawsuit: Patient 21's plan either (i) is insured by New Jersey Blue and/or  
14 California Blue Cross or (ii) is self-insured and has entered into an agreement  
15 with New Jersey Blue and/or California Blue Cross by which the unknown  
16 plan receives third party administrative services.

17 b. On or around November 27, 2012, Sovereign began providing  
18 mental health and/or drug addiction treatment to Patient 21, who validly  
19 assigned all claims arising as a result of Sovereign's services pursuant to the  
20 unknown plan.

21 c. Shortly thereafter, Sovereign submitted claims seeking  
22 reimbursement for these services to California Blue Cross or New Jersey  
23 Blue on the industry-standard UB-04 form. Sovereign indicated that it was  
24 requesting that benefits be paid to it as an assignee by inserting the letter Y in  
25 the appropriate field (box 53) each time it submitted a claim.

1 d. California Blue Cross, New Jersey Blue, and/or the unknown  
2 plan thereafter paid some or all of the assigned benefits to Patient 21 instead  
3 of Sovereign.

4 118. On information and belief: Patient 22 was a participant in or  
5 beneficiary of Defendant HDR Plan during all times relevant to this  
6 complaint. Further, on information and belief:

7 a. With regard to the relevant welfare benefits implicated by this  
8 lawsuit: the HDR Plan either (i) is insured by Nebraska Blue and/or  
9 California Blue Cross or (ii) is self-insured and has entered into an  
10 agreement with Nebraska Blue and/or California Blue Cross by which the  
11 HDR Plan receives third party administrative services.

12 b. On or around December 27, 2012, Sovereign began providing  
13 mental health and/or drug addiction treatment to Patient 22, who validly  
14 assigned all claims arising as a result of Sovereign's services pursuant to the  
15 HDR Plan.

16 c. Shortly thereafter, Sovereign submitted claims seeking  
17 reimbursement for these services to California Blue Cross or Nebraska Blue  
18 on the industry-standard UB-04 form. Sovereign indicated that it was  
19 requesting that benefits be paid to it as an assignee by inserting the letter Y  
20 in the appropriate field (box 53) each time it submitted a claim.

21 d. California Blue Cross, Nebraska Blue, and/or HDR Plan  
22 thereafter paid some or all of the assigned benefits to Patient 22 instead of  
23 Sovereign.

24 119. On information and belief: Patient 23 was a participant in or  
25 beneficiary of an unknown ERISA-governed welfare plan during all times relevant  
26 to this complaint. Further, on information and belief:

27 a. With regard to the relevant welfare benefits implicated by this  
28 lawsuit: Patient 23's plan either (i) is insured by Kansas City Blue and/or



1 California Blue Cross or (ii) is self-insured and has entered into an agreement  
2 with Kansas City Blue and/or California Blue Cross by which the unknown  
3 plan receives third party administrative services.

4 b. On or around January 21, 2013, Sovereign began providing  
5 mental health and/or drug addiction treatment to Patient 23, who validly  
6 assigned all claims arising as a result of Sovereign's services pursuant to the  
7 unknown plan.

8 c. Shortly thereafter, Sovereign submitted claims seeking  
9 reimbursement for these services to California Blue Cross or Kansas City  
10 Blue on the industry-standard UB-04 form. Sovereign indicated that it was  
11 requesting that benefits be paid to it as an assignee by inserting the letter Y in  
12 the appropriate field (box 53) each time it submitted a claim.

13 d. California Blue Cross, Kansas City Blue, and/or the unknown  
14 plan thereafter paid some or all of the assigned benefits to Patient 23 instead  
15 of Sovereign.

16 120. On information and belief: Patient 24 was a participant in or  
17 beneficiary of Defendant Delta Kappa Plan during all times relevant to this  
18 complaint. Further, on information and belief:

19 a. With regard to the relevant welfare benefits implicated by this  
20 lawsuit: the Delta Kappa Plan either (i) is insured by Texas Blue and/or  
21 California Blue Cross or (ii) is self-insured and has entered into an  
22 agreement with Texas Blue and/or California Blue Cross by which the Delta  
23 Kappa Plan receives third party administrative services.

24 b. On or around March 26, 2014, Sovereign began providing  
25 mental health and/or drug addiction treatment to Patient 24, who validly  
26 assigned all claims arising as a result of Sovereign's services pursuant to the  
27 Delta Kappa Plan.

1 c. Shortly thereafter, Sovereign submitted claims seeking  
2 reimbursement for these services to California Blue Cross or Texas Blue on  
3 the industry-standard UB-04 form. Sovereign indicated that it was  
4 requesting that benefits be paid to it as an assignee by inserting the letter Y  
5 in the appropriate field (box 53) each time it submitted a claim.

6 d. California Blue Cross, Texas Blue, and/or Delta Kappa Plan  
7 thereafter paid some or all of the assigned benefits to Patient 24 instead of  
8 Sovereign.

9 121. On information and belief: Patient 25 was a participant in or  
10 beneficiary of Defendant Dirt Free Plan during all times relevant to this  
11 complaint. Further, on information and belief:

12 a. With regard to the relevant welfare benefits implicated by this  
13 lawsuit: the Dirt Free Plan either (i) is insured by Texas Blue and/or  
14 California Blue Cross or (ii) is self-insured and has entered into an  
15 agreement with Texas Blue and/or California Blue Cross by which the Dirt  
16 Free Plan receives third party administrative services.

17 b. On or around May 2, 2014, Sovereign began providing mental  
18 health and/or drug addiction treatment to Patient 25, who validly assigned all  
19 claims arising as a result of Sovereign's services pursuant to the Dirt Free  
20 Plan.

21 c. Shortly thereafter, Sovereign submitted claims seeking  
22 reimbursement for these services to California Blue Cross or Texas Blue on  
23 the industry-standard UB-04 form. Sovereign indicated that it was  
24 requesting that benefits be paid to it as an assignee by inserting the letter Y  
25 in the appropriate field (box 53) each time it submitted a claim.

26 d. California Blue Cross, Texas Blue, and/or Dirt Free Plan  
27 thereafter paid some or all of the assigned benefits to Patient 25 instead of  
28 Sovereign.

1 122. On information and belief: Patient 26 was a participant in or  
2 beneficiary of an unknown ERISA-governed welfare plan during all times relevant  
3 to this complaint. Further, on information and belief:

4 a. With regard to the relevant welfare benefits implicated by this  
5 lawsuit: Patient 26's plan either (i) is insured by Connecticut Blue and/or  
6 California Blue Cross or (ii) is self-insured and has entered into an agreement  
7 with Connecticut Blue and/or California Blue Cross by which the unknown  
8 plan receives third party administrative services.

9 b. On or around August 2, 2014, Sovereign began providing mental  
10 health and/or drug addiction treatment to Patient 26, who validly assigned all  
11 claims arising as a result of Sovereign's services pursuant to the unknown  
12 plan.

13 c. Shortly thereafter, Sovereign submitted claims seeking  
14 reimbursement for these services to California Blue Cross or Connecticut  
15 Blue on the industry-standard UB-04 form. Sovereign indicated that it was  
16 requesting that benefits be paid to it as an assignee by inserting the letter Y in  
17 the appropriate field (box 53) each time it submitted a claim.

18 d. California Blue Cross, Connecticut Blue, and/or the unknown  
19 plan thereafter paid some or all of the assigned benefits to Patient 26 instead  
20 of Sovereign.

21 123. On information and belief: Patient 27 was a participant in or  
22 beneficiary of Defendant Bricklayers Plan during all times relevant to this  
23 complaint. Further, on information and belief:

24 a. With regard to the relevant welfare benefits implicated by this  
25 lawsuit: the Bricklayers Plan either (i) is insured by Philadelphia Blue and/or  
26 California Blue Cross or (ii) is self-insured and has entered into an  
27

1 agreement with Philadelphia Blue and/or California Blue Cross by which the  
2 Bricklayers Plan receives third party administrative services.

3 b. On or around September 30, 2013, Sovereign began providing  
4 mental health and/or drug addiction treatment to Patient 27, who validly  
5 assigned all claims arising as a result of Sovereign's services pursuant to the  
6 Bricklayers Plan.

7 c. Shortly thereafter, Sovereign submitted claims seeking  
8 reimbursement for these services to California Blue Cross or Philadelphia  
9 Blue on the industry-standard UB-04 form. Sovereign indicated that it was  
10 requesting that benefits be paid to it as an assignee by inserting the letter Y  
11 in the appropriate field (box 53) each time it submitted a claim.

12 d. California Blue Cross, Philadelphia Blue, and/or Bricklayers  
13 Plan thereafter paid some or all of the assigned benefits to Patient 27 instead  
14 of Sovereign.

15 124. On information and belief: Patient 28 was a participant in or  
16 beneficiary of Defendant Puget Sound Pilots Plan during all times relevant to this  
17 complaint. Further, on information and belief:

18 a. With regard to the relevant welfare benefits implicated by this  
19 lawsuit: the Puget Sound Pilots Plan either (i) is insured by Washington  
20 Regence Blue and/or California Blue Cross or (ii) is self-insured and has  
21 entered into an agreement with Washington Regence Blue and/or California  
22 Blue Cross by which the Puget Sound Pilots Plan receives third party  
23 administrative services.

24 b. On or around July 30, 2013, Sovereign began providing mental  
25 health and/or drug addiction treatment to Patient 28, who validly assigned all  
26 claims arising as a result of Sovereign's services pursuant to the Puget  
27 Sound Pilots Plan.

1 c. Shortly thereafter, Sovereign submitted claims seeking  
2 reimbursement for these services to California Blue Cross or Washington  
3 Regence Blue on the industry-standard UB-04 form. Sovereign indicated  
4 that it was requesting that benefits be paid to it as an assignee by inserting  
5 the letter Y in the appropriate field (box 53) each time it submitted a claim.

6 d. California Blue Cross, Washington Regence Blue, and/or Puget  
7 Sound Pilots Plan thereafter paid some or all of the assigned benefits to  
8 Patient 28 instead of Sovereign.

9 125. On information and belief: Patient 30 was a participant in or  
10 beneficiary of an unknown ERISA-governed welfare plan during all times relevant  
11 to this complaint. Further, on information and belief:

12 a. With regard to the relevant welfare benefits implicated by this  
13 lawsuit: Patient 30's plan either (i) is insured by Tennessee Blue and/or  
14 California Blue Cross or (ii) is self-insured and has entered into an agreement  
15 with Tennessee Blue and/or California Blue Cross by which the unknown  
16 plan receives third party administrative services.

17 b. On or around February 14, 2013, Sovereign began providing  
18 mental health and/or drug addiction treatment to Patient 30, who validly  
19 assigned all claims arising as a result of Sovereign's services pursuant to the  
20 unknown plan.

21 c. Shortly thereafter, Sovereign submitted claims seeking  
22 reimbursement for these services to California Blue Cross or Tennessee Blue  
23 on the industry-standard UB-04 form. Sovereign indicated that it was  
24 requesting that benefits be paid to it as an assignee by inserting the letter Y in  
25 the appropriate field (box 53) each time it submitted a claim.

1 d. California Blue Cross, Tennessee Blue, and/or the unknown plan  
2 thereafter paid some or all of the assigned benefits to Patient 30 instead of  
3 Sovereign.

4 126. On information and belief: Patient 31 was a participant in or  
5 beneficiary of Defendant TUV Plan during all times relevant to this complaint.  
6 Further, on information and belief:

7 a. With regard to the relevant welfare benefits implicated by this  
8 lawsuit: the TUV Plan either (i) is insured by Massachusetts Blue and/or  
9 California Blue Cross or (ii) is self-insured and has entered into an agreement  
10 with Massachusetts Blue and/or California Blue Cross by which the TUV  
11 Plan receives third party administrative services.

12 b. On or around September 10, 2012, Sovereign began providing  
13 mental health and/or drug addiction treatment to Patient 31, who validly  
14 assigned all claims arising as a result of Sovereign's services pursuant to the  
15 TUV Plan.

16 c. Shortly thereafter, Sovereign submitted claims seeking  
17 reimbursement for these services to California Blue Cross or Massachusetts  
18 Blue on the industry-standard UB-04 form. Sovereign indicated that it was  
19 requesting that benefits be paid to it as an assignee by inserting the letter Y in  
20 the appropriate field (box 53) each time it submitted a claim.

21 d. California Blue Cross, Massachusetts Blue, and/or TUV Plan  
22 thereafter paid some or all of the assigned benefits to Patient 31 instead of  
23 Sovereign.

24 127. On information and belief: Patient 32 was a participant in or  
25 beneficiary of Defendant AEA Plan during all times relevant to this complaint.  
26 Further, on information and belief:

1           a. With regard to the relevant welfare benefits implicated by this  
2 lawsuit: the AEA Plan either (i) is insured by Texas Blue and/or California  
3 Blue Cross or (ii) is self-insured and has entered into an agreement with  
4 Texas Blue and/or California Blue Cross by which the AEA Plan receives  
5 third party administrative services.

6           b. On or around October 4, 2012, Sovereign began providing  
7 mental health and/or drug addiction treatment to Patient 32, who validly  
8 assigned all claims arising as a result of Sovereign's services pursuant to the  
9 AEA Plan.

10          c. Shortly thereafter, Sovereign submitted claims seeking  
11 reimbursement for these services to California Blue Cross or Texas Blue on  
12 the industry-standard UB-04 form. Sovereign indicated that it was requesting  
13 that benefits be paid to it as an assignee by inserting the letter Y in the  
14 appropriate field (box 53) each time it submitted a claim.

15          d. California Blue Cross, Texas Blue, and/or AEA Plan thereafter  
16 paid some or all of the assigned benefits to Patient 32 instead of Sovereign.

17       128. On information and belief: Patient 33 was a participant in or  
18 beneficiary of Defendant WF Plan during all times relevant to this complaint.  
19 Further, on information and belief:

20           a. With regard to the relevant welfare benefits implicated by this  
21 lawsuit: the WF Plan either (i) is insured by Indiana Blue and/or California  
22 Blue Cross or (ii) is self-insured and has entered into an agreement with  
23 Indiana Blue and/or California Blue Cross by which the WF Plan receives  
24 third party administrative services.

25           b. On or around February 26, 2013, Sovereign began providing  
26 mental health and/or drug addiction treatment to Patient 33, who validly  
27



1 assigned all claims arising as a result of Sovereign's services pursuant to the  
2 WF Plan.

3 c. Shortly thereafter, Sovereign submitted claims seeking  
4 reimbursement for these services to California Blue Cross or Indiana Blue on  
5 the industry-standard UB-04 form. Sovereign indicated that it was requesting  
6 that benefits be paid to it as an assignee by inserting the letter Y in the  
7 appropriate field (box 53) each time it submitted a claim.

8 d. California Blue Cross, Indiana Blue, and/or WF Plan thereafter  
9 paid some or all of the assigned benefits to Patient 33 instead of Sovereign.

10 129. On information and belief: Patient 34 was a participant in or  
11 beneficiary of Defendant SeaBright Plan during all times relevant to this complaint.  
12 Further, on information and belief:

13 a. With regard to the relevant welfare benefits implicated by this  
14 lawsuit: the SeaBright Plan either (i) is insured by Washington Premera Blue  
15 and/or California Blue Cross or (ii) is self-insured and has entered into an  
16 agreement with Washington Premera Blue and/or California Blue Cross by  
17 which the SeaBright Plan receives third party administrative services.

18 b. On or around November 12, 2013, Sovereign began providing  
19 mental health and/or drug addiction treatment to Patient 34, who validly  
20 assigned all claims arising as a result of Sovereign's services pursuant to the  
21 SeaBright Plan.

22 c. Shortly thereafter, Sovereign submitted claims seeking  
23 reimbursement for these services to California Blue Cross or Washington  
24 Premera Blue on the industry-standard UB-04 form. Sovereign indicated that  
25 it was requesting that benefits be paid to it as an assignee by inserting the  
26 letter Y in the appropriate field (box 53) each time it submitted a claim.

1 d. California Blue Cross, Washington Premera Blue, and/or  
2 SeaBright Plan thereafter paid some or all of the assigned benefits to Patient  
3 34 instead of Sovereign.

4 130. On information and belief: Patient 35 was a participant in or  
5 beneficiary of Defendant Simplot Plan during all times relevant to this complaint.  
6 Further, on information and belief:

7 a. With regard to the relevant welfare benefits implicated by this  
8 lawsuit: the Simplot Plan either (i) is insured by Idaho Blue and/or California  
9 Blue Cross or (ii) is self-insured and has entered into an agreement with  
10 Idaho Blue and/or California Blue Cross by which the Simplot Plan receives  
11 third party administrative services.

12 b. On or around November 29, 2013, Sovereign began providing  
13 mental health and/or drug addiction treatment to Patient 35, who validly  
14 assigned all claims arising as a result of Sovereign's services pursuant to the  
15 Simplot Plan.

16 c. Shortly thereafter, Sovereign submitted claims seeking  
17 reimbursement for these services to California Blue Cross or Idaho Blue on  
18 the industry-standard UB-04 form. Sovereign indicated that it was requesting  
19 that benefits be paid to it as an assignee by inserting the letter Y in the  
20 appropriate field (box 53) each time it submitted a claim.

21 d. California Blue Cross, Idaho Blue, and/or Simplot Plan  
22 thereafter paid some or all of the assigned benefits to Patient 35 instead of  
23 Sovereign.

24 131. On information and belief: Patient 36 was a participant in or  
25 beneficiary of Defendant H.E. Butt Grocery Plan during all times relevant to this  
26 complaint. Further, on information and belief:

1           a. With regard to the relevant welfare benefits implicated by this  
2 lawsuit: the H.E. Butt Grocery Plan either (i) is insured by Texas Blue and/or  
3 California Blue Cross or (ii) is self-insured and has entered into an agreement  
4 with Texas Blue and/or California Blue Cross by which the H.E. Butt  
5 Grocery Plan receives third party administrative services.

6           b. On or around December 30, 2013, Sovereign began providing  
7 mental health and/or drug addiction treatment to Patient 36, who validly  
8 assigned all claims arising as a result of Sovereign's services pursuant to the  
9 H.E. Butt Grocery Plan.

10          c. Shortly thereafter, Sovereign submitted claims seeking  
11 reimbursement for these services to California Blue Cross or Texas Blue on  
12 the industry-standard UB-04 form. Sovereign indicated that it was requesting  
13 that benefits be paid to it as an assignee by inserting the letter Y in the  
14 appropriate field (box 53) each time it submitted a claim.

15          d. California Blue Cross, Texas Blue, and/or H.E. Butt Grocery  
16 Plan thereafter paid some or all of the assigned benefits to Patient 36 instead  
17 of Sovereign.

18       132. On information and belief: Patient 37 was a participant in or  
19 beneficiary of Defendant OraSure Tech Plan during all times relevant to this  
20 complaint. Further, on information and belief:

21           a. With regard to the relevant welfare benefits implicated by this  
22 lawsuit: the OraSure Tech Plan either (i) is insured by Pennsylvania Blue  
23 and/or California Blue Cross or (ii) is self-insured and has entered into an  
24 agreement with Pennsylvania Blue and/or California Blue Cross by which the  
25 OraSure Tech Plan receives third party administrative services.

26           b. On or around June 30, 2014, Sovereign began providing mental  
27 health and/or drug addiction treatment to Patient 37, who validly assigned all

1 claims arising as a result of Sovereign's services pursuant to the OraSure  
2 Tech Plan.

3 c. Shortly thereafter, Sovereign submitted claims seeking  
4 reimbursement for these services to California Blue Cross or Pennsylvania  
5 Blue on the industry-standard UB-04 form. Sovereign indicated that it was  
6 requesting that benefits be paid to it as an assignee by inserting the letter Y in  
7 the appropriate field (box 53) each time it submitted a claim.

8 d. California Blue Cross, Pennsylvania Blue, and/or OraSure Tech  
9 Plan thereafter paid some or all of the assigned benefits to Patient 37 instead  
10 of Sovereign.

11 133. On information and belief: Patient 38 was a participant in or  
12 beneficiary of Defendant FAS Plan during all times relevant to this complaint.  
13 Further, on information and belief:

14 a. With regard to the relevant welfare benefits implicated by this  
15 lawsuit: the FAS Plan either (i) is insured by Florida Blue and/or California  
16 Blue Cross or (ii) is self-insured and has entered into an agreement with  
17 Florida Blue and/or California Blue Cross by which the FAS Plan receives  
18 third party administrative services.

19 b. On or around January 13, 2014, Sovereign began providing  
20 mental health and/or drug addiction treatment to Patient 38, who validly  
21 assigned all claims arising as a result of Sovereign's services pursuant to the  
22 FAS Plan.

23 c. Shortly thereafter, Sovereign submitted claims seeking  
24 reimbursement for these services to California Blue Cross or Florida Blue on  
25 the industry-standard UB-04 form. Sovereign indicated that it was requesting  
26 that benefits be paid to it as an assignee by inserting the letter Y in the  
27 appropriate field (box 53) each time it submitted a claim.

1 d. California Blue Cross, Florida Blue, and/or FAS Plan thereafter  
2 paid some or all of the assigned benefits to Patient 38 instead of Sovereign.

3 134. On information and belief: Patient 40 was a participant in or  
4 beneficiary of Defendant Elliott Electric Plan during all times relevant to this  
5 complaint. Further, on information and belief:

6 a. With regard to the relevant welfare benefits implicated by this  
7 lawsuit: the Elliott Electric Plan either (i) is insured by Texas Blue and/or  
8 California Blue Cross or (ii) is self-insured and has entered into an agreement  
9 with Texas Blue and/or California Blue Cross by which the Elliott Electric  
10 Plan receives third party administrative services.

11 b. On or around October 10, 2014, Sovereign began providing  
12 mental health and/or drug addiction treatment to Patient 40, who validly  
13 assigned all claims arising as a result of Sovereign's services pursuant to the  
14 Elliott Electric Plan.

15 c. Shortly thereafter, Sovereign submitted claims seeking  
16 reimbursement for these services to California Blue Cross or Texas Blue on  
17 the industry-standard UB-04 form. Sovereign indicated that it was requesting  
18 that benefits be paid to it as an assignee by inserting the letter Y in the  
19 appropriate field (box 53) each time it submitted a claim.

20 d. California Blue Cross, Texas Blue, and/or Elliott Electric Plan  
21 thereafter paid some or all of the assigned benefits to Patient 40 instead of  
22 Sovereign.

23 135. On information and belief: Patient 41 was a participant in or  
24 beneficiary of Defendant SAS Plan during all times relevant to this complaint.  
25 Further, on information and belief:

26 a. With regard to the relevant welfare benefits implicated by this  
27 lawsuit: the SAS Plan either (i) is insured by North Carolina Blue and/or

1 California Blue Cross or (ii) is self-insured and has entered into an agreement  
2 with North Carolina Blue and/or California Blue Cross by which the SAS  
3 Plan receives third party administrative services.

4 b. On or around January 8, 2014, Sovereign began providing  
5 mental health and/or drug addiction treatment to Patient 41, who validly  
6 assigned all claims arising as a result of Sovereign's services pursuant to the  
7 SAS Plan.

8 c. Shortly thereafter, Sovereign submitted claims seeking  
9 reimbursement for these services to California Blue Cross or North Carolina  
10 Blue on the industry-standard UB-04 form. Sovereign indicated that it was  
11 requesting that benefits be paid to it as an assignee by inserting the letter Y in  
12 the appropriate field (box 53) each time it submitted a claim.

13 d. California Blue Cross, North Carolina Blue, and/or SAS Plan  
14 thereafter paid some or all of the assigned benefits to Patient 41 instead of  
15 Sovereign.

16 136. On information and belief: Patient 42 was a participant in or  
17 beneficiary of Defendant Bakery Drivers Plan during all times relevant to this  
18 complaint. Further, on information and belief:

19 a. With regard to the relevant welfare benefits implicated by this  
20 lawsuit: the Bakery Drivers Plan either (i) is insured by Minnesota Blue  
21 and/or California Blue Cross or (ii) is self-insured and has entered into an  
22 agreement with Minnesota Blue and/or California Blue Cross by which the  
23 Bakery Drivers Plan receives third party administrative services.

24 b. On or around November 6, 2014, Sovereign began providing  
25 mental health and/or drug addiction treatment to Patient 42, who validly  
26 assigned all claims arising as a result of Sovereign's services pursuant to the  
27 Bakery Drivers Plan.

1 c. Shortly thereafter, Sovereign submitted claims seeking  
2 reimbursement for these services to California Blue Cross or Minnesota Blue  
3 on the industry-standard UB-04 form. Sovereign indicated that it was  
4 requesting that benefits be paid to it as an assignee by inserting the letter Y in  
5 the appropriate field (box 53) each time it submitted a claim.

6 d. California Blue Cross, Minnesota Blue, and/or Bakery Drivers  
7 Plan thereafter paid some or all of the assigned benefits to Patient 42 instead  
8 of Sovereign.

9 137. On information and belief: Patient 43 was a participant in or  
10 beneficiary of Defendant WF Plan during all times relevant to this complaint.  
11 Further, on information and belief:

12 a. With regard to the relevant welfare benefits implicated by this  
13 lawsuit: WF Plan either (i) is insured by Indiana Blue and/or California Blue  
14 Cross or (ii) is self-insured and has entered into an agreement with Indiana  
15 Blue and/or California Blue Cross by which WF Plan receives third party  
16 administrative services.

17 b. On or around May 17, 2013, Sovereign began providing mental  
18 health and/or drug addiction treatment to Patient 43, who validly assigned all  
19 claims arising as a result of Sovereign's services pursuant to the WF Plan.

20 c. Shortly thereafter, Sovereign submitted claims seeking  
21 reimbursement for these services to California Blue Cross or Indiana Blue on  
22 the industry-standard UB-04 form. Sovereign indicated that it was requesting  
23 that benefits be paid to it as an assignee by inserting the letter Y in the  
24 appropriate field (box 53) each time it submitted a claim.

25 d. California Blue Cross, Indiana Blue, and/or WF Plan thereafter  
26 paid some or all of the assigned benefits to Patient 43 instead of Sovereign.



1 138. On information and belief: Patient 44 was a participant in or  
2 beneficiary of Defendant Simplot Plan during all times relevant to this complaint.  
3 Further, on information and belief:

4 a. With regard to the relevant welfare benefits implicated by this  
5 lawsuit: the Simplot Plan either (i) is insured by Idaho Blue and/or California  
6 Blue Cross or (ii) is self-insured and has entered into an agreement with  
7 Idaho Blue and/or California Blue Cross by which the Simplot Plan receives  
8 third party administrative services.

9 b. On or around August 1, 2012, Sovereign began providing mental  
10 health and/or drug addiction treatment to Patient 44, who validly assigned all  
11 claims arising as a result of Sovereign's services pursuant to the Simplot  
12 Plan.

13 c. Shortly thereafter, Sovereign submitted claims seeking  
14 reimbursement for these services to California Blue Cross or Idaho Blue on  
15 the industry-standard UB-04 form. Sovereign indicated that it was requesting  
16 that benefits be paid to it as an assignee by inserting the letter Y in the  
17 appropriate field (box 53) each time it submitted a claim.

18 d. California Blue Cross, Idaho Blue, and/or Simplot Plan  
19 thereafter paid some or all of the assigned benefits to Patient 44 instead of  
20 Sovereign.

21 139. On information and belief: Patient 45 was a participant in or  
22 beneficiary of Defendant American Air Plan during all times relevant to this  
23 complaint. Further, on information and belief:

24 a. With regard to the relevant welfare benefits implicated by this  
25 lawsuit: the American Air Plan either (i) is insured by Texas Blue and/or  
26 California Blue Cross or (ii) is self-insured and has entered into an agreement  
27

1 with Texas Blue and/or California Blue Cross by which the American Air  
2 Plan receives third party administrative services.

3 b. On or around May 8, 2014, Sovereign began providing mental  
4 health and/or drug addiction treatment to Patient 45, who validly assigned all  
5 claims arising as a result of Sovereign's services pursuant to the American  
6 Air Plan.

7 c. Shortly thereafter, Sovereign submitted claims seeking  
8 reimbursement for these services to California Blue Cross or Texas Blue on  
9 the industry-standard UB-04 form. Sovereign indicated that it was requesting  
10 that benefits be paid to it as an assignee by inserting the letter Y in the  
11 appropriate field (box 53) each time it submitted a claim.

12 d. California Blue Cross, Texas Blue, and/or American Air Plan  
13 thereafter paid some or all of the assigned benefits to Patient 45 instead of  
14 Sovereign.

15 140. On information and belief: Patient 46 was a participant in or  
16 beneficiary of Defendant Wal-Mart Plan during all times relevant to this complaint.  
17 Further, on information and belief:

18 a. With regard to the relevant welfare benefits implicated by this  
19 lawsuit: the Wal-Mart Plan either (i) is insured by Arkansas Blue and/or  
20 California Blue Cross or (ii) is self-insured and has entered into an agreement  
21 with Arkansas Blue and/or California Blue Cross by which the Wal-Mart  
22 Plan receives third party administrative services.

23 b. On or around May 29, 2014, Sovereign began providing mental  
24 health and/or drug addiction treatment to Patient 46, who validly assigned all  
25 claims arising as a result of Sovereign's services pursuant to the Wal-Mart  
26 Plan.

1 c. Shortly thereafter, Sovereign submitted claims seeking  
2 reimbursement for these services to California Blue Cross or Arkansas Blue  
3 on the industry-standard UB-04 form. Sovereign indicated that it was  
4 requesting that benefits be paid to it as an assignee by inserting the letter Y in  
5 the appropriate field (box 53) each time it submitted a claim.

6 d. California Blue Cross, Arkansas Blue, and/or Wal-Mart Plan  
7 thereafter paid some or all of the assigned benefits to Patient 46 instead of  
8 Sovereign.

9 141. On information and belief: Patient 47 was a participant in or  
10 beneficiary of Defendant Green Tree Plan during all times relevant to this  
11 complaint. Further, on information and belief:

12 a. With regard to the relevant welfare benefits implicated by this  
13 lawsuit: the Green Tree Plan either (i) is insured by Minnesota Blue and/or  
14 California Blue Cross or (ii) is self-insured and has entered into an agreement  
15 with Minnesota Blue and/or California Blue Cross by which the Green Tree  
16 Plan receives third party administrative services.

17 b. On or around October 10, 2013, Sovereign began providing  
18 mental health and/or drug addiction treatment to Patient 47, who validly  
19 assigned all claims arising as a result of Sovereign's services pursuant to the  
20 Green Tree Plan.

21 c. Shortly thereafter, Sovereign submitted claims seeking  
22 reimbursement for these services to California Blue Cross or Minnesota Blue  
23 on the industry-standard UB-04 form. Sovereign indicated that it was  
24 requesting that benefits be paid to it as an assignee by inserting the letter Y in  
25 the appropriate field (box 53) each time it submitted a claim.

1 d. California Blue Cross, Minnesota Blue, and/or Green Tree Plan  
2 thereafter paid some or all of the assigned benefits to Patient 47 instead of  
3 Sovereign.

4 142. On information and belief: Patient 48 was a participant in or  
5 beneficiary of Defendant Martin Marietta Plan during all times relevant to this  
6 complaint. Further, on information and belief:

7 a. With regard to the relevant welfare benefits implicated by this  
8 lawsuit: the Martin Marietta Plan either (i) is insured by North Carolina Blue  
9 and/or California Blue Cross or (ii) is self-insured and has entered into an  
10 agreement with North Carolina Blue and/or California Blue Cross by which  
11 the Martin Marietta Plan receives third party administrative services.

12 b. On or around May 7, 2013, Sovereign began providing mental  
13 health and/or drug addiction treatment to Patient 48, who validly assigned all  
14 claims arising as a result of Sovereign's services pursuant to the Martin  
15 Marietta Plan.

16 c. Shortly thereafter, Sovereign submitted claims seeking  
17 reimbursement for these services to California Blue Cross or North Carolina  
18 Blue on the industry-standard UB-04 form. Sovereign indicated that it was  
19 requesting that benefits be paid to it as an assignee by inserting the letter Y in  
20 the appropriate field (box 53) each time it submitted a claim.

21 d. California Blue Cross, North Carolina Blue, and/or Martin  
22 Marietta Plan thereafter paid some or all of the assigned benefits to Patient 48  
23 instead of Sovereign.

24 143. On information and belief: Patient 49 was a participant in or  
25 beneficiary of Defendant Xerox Plan during all times relevant to this complaint.  
26 Further, on information and belief:

1           a. With regard to the relevant welfare benefits implicated by this  
2 lawsuit: the Xerox Plan either (i) is insured by Texas Blue and/or California  
3 Blue Cross or (ii) is self-insured and has entered into an agreement with  
4 Texas Blue and/or California Blue Cross by which the Xerox Plan receives  
5 third party administrative services.

6           b. On or around March 11, 2013, Sovereign began providing  
7 mental health and/or drug addiction treatment to Patient 49, who validly  
8 assigned all claims arising as a result of Sovereign's services pursuant to the  
9 Xerox Plan.

10          c. Shortly thereafter, Sovereign submitted claims seeking  
11 reimbursement for these services to California Blue Cross or Texas Blue on  
12 the industry-standard UB-04 form. Sovereign indicated that it was requesting  
13 that benefits be paid to it as an assignee by inserting the letter Y in the  
14 appropriate field (box 53) each time it submitted a claim.

15          d. California Blue Cross, Texas Blue, and/or Xerox Plan thereafter  
16 paid some or all of the assigned benefits to Patient 49 instead of Sovereign.

17       144. On information and belief: Patient 50 was a participant in or  
18 beneficiary of Defendant Ernst & Young Plan during all times relevant to this  
19 complaint. Further, on information and belief:

20           a. With regard to the relevant welfare benefits implicated by this  
21 lawsuit: the Ernst & Young Plan either (i) is insured by New York Empire  
22 Blue and/or California Blue Cross or (ii) is self-insured and has entered into  
23 an agreement with New York Empire Blue and/or California Blue Cross by  
24 which the Ernst & Young Plan receives third party administrative services.

25           b. On or around February 25, 2014, Sovereign began providing  
26 mental health and/or drug addiction treatment to Patient 50, who validly  
27

1 assigned all claims arising as a result of Sovereign's services pursuant to the  
2 Ernst & Young Plan.

3 c. Shortly thereafter, Sovereign submitted claims seeking  
4 reimbursement for these services to California Blue Cross or New York  
5 Empire Blue on the industry-standard UB-04 form. Sovereign indicated that  
6 it was requesting that benefits be paid to it as an assignee by inserting the  
7 letter Y in the appropriate field (box 53) each time it submitted a claim.

8 d. California Blue Cross, New York Empire Blue, and/or Ernst &  
9 Young Plan thereafter paid some or all of the assigned benefits to Patient 50  
10 instead of Sovereign.

11 145. On information and belief: Patient 51 was a participant in or  
12 beneficiary of Defendant Owens-Illinois Plan during all times relevant to this  
13 complaint. Further, on information and belief:

14 a. With regard to the relevant welfare benefits implicated by this  
15 lawsuit: the Owens-Illinois Plan either (i) is insured by Ohio Blue and/or  
16 California Blue Cross or (ii) is self-insured and has entered into an agreement  
17 with Ohio Blue and/or California Blue Cross by which the Owens-Illinois  
18 Plan receives third party administrative services.

19 b. On or around January 16, 2014, Sovereign began providing  
20 mental health and/or drug addiction treatment to Patient 51, who validly  
21 assigned all claims arising as a result of Sovereign's services pursuant to the  
22 Owens-Illinois Plan.

23 c. Shortly thereafter, Sovereign submitted claims seeking  
24 reimbursement for these services to California Blue Cross or Ohio Blue on  
25 the industry-standard UB-04 form. Sovereign indicated that it was requesting  
26 that benefits be paid to it as an assignee by inserting the letter Y in the  
27 appropriate field (box 53) each time it submitted a claim.

1 d. California Blue Cross, Ohio Blue, and/or Owens-Illinois Plan  
2 thereafter paid some or all of the assigned benefits to Patient 51 instead of  
3 Sovereign.

4 146. On information and belief: Patient 52 was a participant in or  
5 beneficiary of Defendant Huntington Plan during all times relevant to this  
6 complaint. Further, on information and belief:

7 a. With regard to the relevant welfare benefits implicated by this  
8 lawsuit: the Huntington Plan either (i) is insured by Ohio Blue and/or  
9 California Blue Cross or (ii) is self-insured and has entered into an agreement  
10 with Ohio Blue and/or California Blue Cross by which the Huntington Plan  
11 receives third party administrative services.

12 b. On or around November 1, 2013, Sovereign began providing  
13 mental health and/or drug addiction treatment to Patient 52, who validly  
14 assigned all claims arising as a result of Sovereign's services pursuant to the  
15 Huntington Plan.

16 c. Shortly thereafter, Sovereign submitted claims seeking  
17 reimbursement for these services to California Blue Cross or Ohio Blue on  
18 the industry-standard UB-04 form. Sovereign indicated that it was requesting  
19 that benefits be paid to it as an assignee by inserting the letter Y in the  
20 appropriate field (box 53) each time it submitted a claim.

21 d. California Blue Cross, Ohio Blue, and/or Huntington Plan  
22 thereafter paid some or all of the assigned benefits to Patient 52 instead of  
23 Sovereign.

24 147. On information and belief: Patient 53 was a participant in or  
25 beneficiary of Defendant Live Nation Plan during all times relevant to this  
26 complaint. Further, on information and belief:



1           a.     With regard to the relevant welfare benefits implicated by this  
2 lawsuit: the Live Nation Plan either (i) is insured by California Blue Cross or  
3 (ii) is self-insured and has entered into an agreement with California Blue  
4 Cross by which the Live Nation Plan receives third party administrative  
5 services.

6           b.     On or around March 3, 2014, Sovereign began providing mental  
7 health and/or drug addiction treatment to Patient 53, who validly assigned all  
8 claims arising as a result of Sovereign's services pursuant to the Live Nation  
9 Plan.

10          c.     Shortly thereafter, Sovereign submitted claims seeking  
11 reimbursement for these services to California Blue Cross on the industry-  
12 standard UB-04 form. Sovereign indicated that it was requesting that benefits  
13 be paid to it as an assignee by inserting the letter Y in the appropriate field  
14 (box 53) each time it submitted a claim.

15          d.     California Blue Cross and/or Live Nation Plan thereafter paid  
16 some or all of the assigned benefits to Patient 53 instead of Sovereign.

17       148. On information and belief: Patient 54 was a participant in or  
18 beneficiary of Defendant Consolidated Graphics Plan during all times relevant to  
19 this complaint. Further, on information and belief:

20          a.     With regard to the relevant welfare benefits implicated by this  
21 lawsuit: the Consolidated Graphics Plan either (i) is insured by Texas Blue  
22 and/or California Blue Cross or (ii) is self-insured and has entered into an  
23 agreement with Texas Blue and/or California Blue Cross by which the  
24 Consolidated Graphics Plan receives third party administrative services.

25          b.     On or around June 25, 2013, Sovereign began providing mental  
26 health and/or drug addiction treatment to Patient 54, who validly assigned all  
27

1 claims arising as a result of Sovereign's services pursuant to the Consolidated  
2 Graphics Plan.

3 c. Shortly thereafter, Sovereign submitted claims seeking  
4 reimbursement for these services to California Blue Cross or Texas Blue on  
5 the industry-standard UB-04 form. Sovereign indicated that it was requesting  
6 that benefits be paid to it as an assignee by inserting the letter Y in the  
7 appropriate field (box 53) each time it submitted a claim.

8 d. California Blue Cross, Texas Blue, and/or Consolidated  
9 Graphics Plan thereafter paid some or all of the assigned benefits to Patient  
10 54 instead of Sovereign.

11 149. On information and belief: Patient 55 was a participant in or  
12 beneficiary of Defendant WebMD Plan during all times relevant to this complaint.  
13 Further, on information and belief:

14 a. With regard to the relevant welfare benefits implicated by this  
15 lawsuit: the WebMD Plan either (i) is insured by New Jersey Blue and/or  
16 California Blue Cross or (ii) is self-insured and has entered into an agreement  
17 with New Jersey Blue and/or California Blue Cross by which the WebMD  
18 Plan receives third party administrative services.

19 b. On or around October 1, 2014, Sovereign began providing  
20 mental health and/or drug addiction treatment to Patient 55, who validly  
21 assigned all claims arising as a result of Sovereign's services pursuant to the  
22 WebMD Plan.

23 c. Shortly thereafter, Sovereign submitted claims seeking  
24 reimbursement for these services to California Blue Cross or New Jersey  
25 Blue on the industry-standard UB-04 form. Sovereign indicated that it was  
26 requesting that benefits be paid to it as an assignee by inserting the letter Y in  
27 the appropriate field (box 53) each time it submitted a claim.

1 d. California Blue Cross, New Jersey Blue, and/or WebMD Plan  
2 thereafter paid some or all of the assigned benefits to Patient 55 instead of  
3 Sovereign.

4 150. On information and belief: Patient 56 was a participant in or  
5 beneficiary of Defendant ViaSat Plan during all times relevant to this complaint.  
6 Further, on information and belief:

7 a. With regard to the relevant welfare benefits implicated by this  
8 lawsuit: the ViaSat Plan either (i) is insured by California Blue Cross or (ii) is  
9 self-insured and has entered into an agreement with California Blue Cross by  
10 which the ViaSat Plan receives third party administrative services.

11 b. On or around October 8, 2012, Sovereign began providing  
12 mental health and/or drug addiction treatment to Patient 56, who validly  
13 assigned all claims arising as a result of Sovereign's services pursuant to the  
14 ViaSat Plan.

15 c. Shortly thereafter, Sovereign submitted claims seeking  
16 reimbursement for these services to California Blue Cross on the industry-  
17 standard UB-04 form. Sovereign indicated that it was requesting that benefits  
18 be paid to it as an assignee by inserting the letter Y in the appropriate field  
19 (box 53) each time it submitted a claim.

20 d. California Blue Cross and/or ViaSat Plan thereafter paid some or  
21 all of the assigned benefits to Patient 56 instead of Sovereign.

22 151. On information and belief: Patient 57 was a participant in or  
23 beneficiary of Defendant ConAgra Plan during all times relevant to this complaint.  
24 Further, on information and belief:

25 a. With regard to the relevant welfare benefits implicated by this  
26 lawsuit: the ConAgra Plan either (i) is insured by Nebraska Blue and/or  
27 California Blue Cross or (ii) is self-insured and has entered into an agreement

1 with Nebraska Blue and/or California Blue Cross by which the ConAgra Plan  
2 receives third party administrative services.

3 b. On or around January 9, 2014, Sovereign began providing  
4 mental health and/or drug addiction treatment to Patient 57, who validly  
5 assigned all claims arising as a result of Sovereign's services pursuant to the  
6 ConAgra Plan.

7 c. Shortly thereafter, Sovereign submitted claims seeking  
8 reimbursement for these services to California Blue Cross or Nebraska Blue  
9 on the industry-standard UB-04 form. Sovereign indicated that it was  
10 requesting that benefits be paid to it as an assignee by inserting the letter Y in  
11 the appropriate field (box 53) each time it submitted a claim.

12 d. California Blue Cross, Nebraska Blue, and/or ConAgra Plan  
13 thereafter paid some or all of the assigned benefits to Patient 57 instead of  
14 Sovereign.

15 152. On information and belief: Patient 58 was a participant in or  
16 beneficiary of Defendant Kiewit Plan during all times relevant to this complaint.  
17 Further, on information and belief:

18 a. With regard to the relevant welfare benefits implicated by this  
19 lawsuit: the Kiewit Plan either (i) is insured by Wyoming Blue and/or  
20 California Blue Cross or (ii) is self-insured and has entered into an agreement  
21 with Wyoming Blue and/or California Blue Cross by which the Kiewit Plan  
22 receives third party administrative services.

23 b. On or around September 21, 2012, Sovereign began providing  
24 mental health and/or drug addiction treatment to Patient 58, who validly  
25 assigned all claims arising as a result of Sovereign's services pursuant to the  
26 Kiewit Plan.

1 c. Shortly thereafter, Sovereign submitted claims seeking  
2 reimbursement for these services to California Blue Cross or Wyoming Blue  
3 on the industry-standard UB-04 form. Sovereign indicated that it was  
4 requesting that benefits be paid to it as an assignee by inserting the letter Y in  
5 the appropriate field (box 53) each time it submitted a claim.

6 d. California Blue Cross, Wyoming Blue, and/or Kiewit Plan  
7 thereafter paid some or all of the assigned benefits to Patient 58 instead of  
8 Sovereign.

9 153. On information and belief: Patient 60 was a participant in or  
10 beneficiary of Defendant Novartis Plan during all times relevant to this complaint.  
11 Further, on information and belief:

12 a. With regard to the relevant welfare benefits implicated by this  
13 lawsuit: the Novartis Plan either (i) is insured by New Jersey Blue and/or  
14 California Blue Cross or (ii) is self-insured and has entered into an agreement  
15 with New Jersey Blue and/or California Blue Cross by which the Novartis  
16 Plan receives third party administrative services.

17 b. On or around July 14, 2014, Sovereign began providing mental  
18 health and/or drug addiction treatment to Patient 60, who validly assigned all  
19 claims arising as a result of Sovereign's services pursuant to the Novartis  
20 Plan.

21 c. Shortly thereafter, Sovereign submitted claims seeking  
22 reimbursement for these services to California Blue Cross or New Jersey  
23 Blue on the industry-standard UB-04 form. Sovereign indicated that it was  
24 requesting that benefits be paid to it as an assignee by inserting the letter Y in  
25 the appropriate field (box 53) each time it submitted a claim.

1 d. California Blue Cross, New Jersey Blue, and/or Novartis Plan  
2 thereafter paid some or all of the assigned benefits to Patient 60 instead of  
3 Sovereign.

4 154. On information and belief: Patient 61 was a participant in or  
5 beneficiary of Defendant Globecast Plan during all times relevant to this complaint.  
6 Further, on information and belief:

7 a. With regard to the relevant welfare benefits implicated by this  
8 lawsuit: the Globecast Plan either (i) is insured by California Blue Cross or  
9 (ii) is self-insured and has entered into an agreement with California Blue  
10 Cross by which the Globecast Plan receives third party administrative  
11 services.

12 b. On or around July 3, 2013, Sovereign began providing mental  
13 health and/or drug addiction treatment to Patient 61, who validly assigned all  
14 claims arising as a result of Sovereign's services pursuant to the Globecast  
15 Plan.

16 c. Shortly thereafter, Sovereign submitted claims seeking  
17 reimbursement for these services to California Blue Cross on the industry-  
18 standard UB-04 form. Sovereign indicated that it was requesting that benefits  
19 be paid to it as an assignee by inserting the letter Y in the appropriate field  
20 (box 53) each time it submitted a claim.

21 d. California Blue Cross and/or Globecast Plan thereafter paid  
22 some or all of the assigned benefits to Patient 61 instead of Sovereign.

23 155. On information and belief: Patient 62 was a participant in or  
24 beneficiary of Defendant Milton S. Hershey Plan during all times relevant to this  
25 complaint. Further, on information and belief:

26 a. With regard to the relevant welfare benefits implicated by this  
27 lawsuit: the Milton S. Hershey Plan either (i) is insured by Central  
28

1 Pennsylvania Blue, Highmark, and/or California Blue Cross or (ii) is self-  
2 insured and has entered into an agreement with Central Pennsylvania Blue,  
3 Highmark, and/or California Blue Cross by which the Milton S. Hershey Plan  
4 receives third party administrative services.

5 b. On or around January 11, 2013, Sovereign began providing  
6 mental health and/or drug addiction treatment to Patient 62, who validly  
7 assigned all claims arising as a result of Sovereign's services pursuant to the  
8 Milton S. Hershey Plan.

9 c. Shortly thereafter, Sovereign submitted claims seeking  
10 reimbursement for these services to California Blue Cross, Central  
11 Pennsylvania Blue, or Highmark on the industry-standard UB-04 form.  
12 Sovereign indicated that it was requesting that benefits be paid to it as an  
13 assignee by inserting the letter Y in the appropriate field (box 53) each time it  
14 submitted a claim.

15 d. California Blue Cross, Central Pennsylvania Blue, Highmark,  
16 and/or Milton S. Hershey Plan thereafter paid some or all of the assigned  
17 benefits to Patient 62 instead of Sovereign.

18 156. On information and belief: Patient 64 was a participant in or  
19 beneficiary of Defendant Rio Tinto Plan during all times relevant to this complaint.  
20 Further, on information and belief:

21 a. With regard to the relevant welfare benefits implicated by this  
22 lawsuit: the Rio Tinto Plan either (i) is insured by Utah Blue and/or  
23 California Blue Cross or (ii) is self-insured and has entered into an agreement  
24 with Utah Blue and/or California Blue Cross by which the Rio Tinto Plan  
25 receives third party administrative services.

26 b. On or around September 4, 2014, Sovereign began providing  
27 mental health and/or drug addiction treatment to Patient 64, who validly



1 assigned all claims arising as a result of Sovereign's services pursuant to the  
2 Rio Tinto Plan.

3 c. Shortly thereafter, Sovereign submitted claims seeking  
4 reimbursement for these services to California Blue Cross or Utah Blue on  
5 the industry-standard UB-04 form. Sovereign indicated that it was requesting  
6 that benefits be paid to it as an assignee by inserting the letter Y in the  
7 appropriate field (box 53) each time it submitted a claim.

8 d. California Blue Cross, Utah Blue, and/or Rio Tinto Plan  
9 thereafter paid some or all of the assigned benefits to Patient 64 instead of  
10 Sovereign.

11 157. On information and belief: Patient 65 was a participant in or  
12 beneficiary of Defendant Oregon Teamster Plan during all times relevant to this  
13 complaint. Further, on information and belief:

14 a. With regard to the relevant welfare benefits implicated by this  
15 lawsuit: the Oregon Teamster Plan either (i) is insured by Oregon Blue and/or  
16 California Blue Cross or (ii) is self-insured and has entered into an agreement  
17 with Oregon Blue and/or California Blue Cross by which the Oregon  
18 Teamster Plan receives third party administrative services.

19 b. On or around September 22, 2014, Sovereign began providing  
20 mental health and/or drug addiction treatment to Patient 65, who validly  
21 assigned all claims arising as a result of Sovereign's services pursuant to the  
22 Oregon Teamster Plan.

23 c. Shortly thereafter, Sovereign submitted claims seeking  
24 reimbursement for these services to California Blue Cross or Oregon Blue on  
25 the industry-standard UB-04 form. Sovereign indicated that it was requesting  
26 that benefits be paid to it as an assignee by inserting the letter Y in the  
27 appropriate field (box 53) each time it submitted a claim.

1 d. California Blue Cross, Oregon Blue, and/or Oregon Teamster  
2 Plan thereafter paid some or all of the assigned benefits to Patient 65 instead  
3 of Sovereign.

4 158. On information and belief: Patient 66 was a participant in or  
5 beneficiary of Defendant Geico Plan during all times relevant to this complaint.  
6 Further, on information and belief:

7 a. With regard to the relevant welfare benefits implicated by this  
8 lawsuit: the Geico Plan either (i) is insured by California Blue Cross,  
9 CareFirst Maryland Blue, and/or CareFirst District of Columbia Blue or (ii) is  
10 self-insured and has entered into an agreement with California Blue Cross,  
11 CareFirst Maryland Blue, and/or CareFirst District of Columbia Blue by  
12 which the Geico Plan receives third party administrative services.

13 b. On or around October 19, 2013, Sovereign began providing  
14 mental health and/or drug addiction treatment to Patient 66, who validly  
15 assigned all claims arising as a result of Sovereign's services pursuant to the  
16 Geico Plan.

17 c. Shortly thereafter, Sovereign submitted claims seeking  
18 reimbursement for these services to California Blue Cross, CareFirst  
19 Maryland Blue, and/or CareFirst District of Columbia Blue on the industry-  
20 standard UB-04 form. Sovereign indicated that it was requesting that benefits  
21 be paid to it as an assignee by inserting the letter Y in the appropriate field  
22 (box 53) each time it submitted a claim.

23 d. California Blue Cross, CareFirst Maryland Blue, CareFirst  
24 District of Columbia Blue, and/or Geico Plan thereafter paid some or all of  
25 the assigned benefits to Patient 66 instead of Sovereign.

1 159. On information and belief: Patient 67 was a participant in or  
2 beneficiary of Defendant Verizon Plan during all times relevant to this complaint.  
3 Further, on information and belief:

4 a. With regard to the relevant welfare benefits implicated by this  
5 lawsuit: the Verizon Plan either (i) is insured by Ohio Blue and/or California  
6 Blue Cross or (ii) is self-insured and has entered into an agreement with Ohio  
7 Blue and/or California Blue Cross by which the Verizon Plan receives third  
8 party administrative services.

9 b. On or around May 22, 2014, Sovereign began providing mental  
10 health and/or drug addiction treatment to Patient 67, who validly assigned all  
11 claims arising as a result of Sovereign's services pursuant to the Verizon  
12 Plan.

13 c. Shortly thereafter, Sovereign submitted claims seeking  
14 reimbursement for these services to California Blue Cross or Ohio Blue on  
15 the industry-standard UB-04 form. Sovereign indicated that it was requesting  
16 that benefits be paid to it as an assignee by inserting the letter Y in the  
17 appropriate field (box 53) each time it submitted a claim.

18 d. California Blue Cross, Ohio Blue, and/or Verizon Plan thereafter  
19 paid some or all of the assigned benefits to Patient 67 instead of Sovereign.

20 160. On information and belief: Patient 68 was a participant in or  
21 beneficiary of Defendant 3M Plan during all times relevant to this complaint.  
22 Further, on information and belief:

23 a. With regard to the relevant welfare benefits implicated by this  
24 lawsuit: the 3M Plan either (i) is insured by Minnesota Blue and/or California  
25 Blue Cross or (ii) is self-insured and has entered into an agreement with  
26 Minnesota Blue and/or California Blue Cross by which the 3M Plan receives  
27 third party administrative services.

1           b. On or around February 20, 2012, Sovereign began providing  
2 mental health and/or drug addiction treatment to Patient 68, who validly  
3 assigned all claims arising as a result of Sovereign's services pursuant to the  
4 3M Plan.

5           c. Shortly thereafter, Sovereign submitted claims seeking  
6 reimbursement for these services to California Blue Cross or Minnesota Blue  
7 on the industry-standard UB-04 form. Sovereign indicated that it was  
8 requesting that benefits be paid to it as an assignee by inserting the letter Y in  
9 the appropriate field (box 53) each time it submitted a claim.

10          d. California Blue Cross, Minnesota Blue, and/or 3M Plan  
11 thereafter paid some or all of the assigned benefits to Patient 68 instead of  
12 Sovereign.

13          161. On information and belief: Patient 69 was a participant in or  
14 beneficiary of Defendant Covance Plan during all times relevant to this complaint.  
15 Further, on information and belief:

16           a. With regard to the relevant welfare benefits implicated by this  
17 lawsuit: the Covance Plan either (i) is insured by New Jersey Blue and/or  
18 California Blue Cross or (ii) is self-insured and has entered into an agreement  
19 with New Jersey Blue and/or California Blue Cross by which the Covance  
20 Plan receives third party administrative services.

21           b. On or around March 4, 2014, Sovereign began providing mental  
22 health and/or drug addiction treatment to Patient 69, who validly assigned all  
23 claims arising as a result of Sovereign's services pursuant to the Covance  
24 Plan.

25           c. Shortly thereafter, Sovereign submitted claims seeking  
26 reimbursement for these services to California Blue Cross or New Jersey  
27 Blue on the industry-standard UB-04 form. Sovereign indicated that it was

1 requesting that benefits be paid to it as an assignee by inserting the letter Y in  
2 the appropriate field (box 53) each time it submitted a claim.

3 d. California Blue Cross, New Jersey Blue, and/or Covance Plan  
4 thereafter paid some or all of the assigned benefits to Patient 69 instead of  
5 Sovereign.

6 162. On information and belief: Patient 70 was a participant in or  
7 beneficiary of Defendant Vertical Plan during all times relevant to this complaint.  
8 Further, on information and belief:

9 a. With regard to the relevant welfare benefits implicated by this  
10 lawsuit: the Vertical Plan either (i) is insured by CareFirst District of  
11 Columbia Blue and/or California Blue Cross or (ii) is self-insured and has  
12 entered into an agreement with CareFirst District of Columbia Blue and/or  
13 California Blue Cross by which the Vertical Plan receives third party  
14 administrative services.

15 b. On or around October 12, 2013, Sovereign began providing  
16 mental health and/or drug addiction treatment to Patient 70, who validly  
17 assigned all claims arising as a result of Sovereign's services pursuant to the  
18 Vertical Plan.

19 c. Shortly thereafter, Sovereign submitted claims seeking  
20 reimbursement for these services to California Blue Cross or CareFirst  
21 District of Columbia Blue on the industry-standard UB-04 form. Sovereign  
22 indicated that it was requesting that benefits be paid to it as an assignee by  
23 inserting the letter Y in the appropriate field (box 53) each time it submitted a  
24 claim.

25 d. California Blue Cross, CareFirst District of Columbia Blue,  
26 and/or Vertical Plan thereafter paid some or all of the assigned benefits to  
27 Patient 70 instead of Sovereign.

1 163. On information and belief: Patient 71 was a participant in or  
2 beneficiary of Defendant Bard Plan during all times relevant to this complaint.  
3 Further, on information and belief:

4 a. With regard to the relevant welfare benefits implicated by this  
5 lawsuit: the Bard Plan either (i) is insured by New Jersey Blue and/or  
6 California Blue Cross or (ii) is self-insured and has entered into an agreement  
7 with New Jersey Blue and/or California Blue Cross by which the Bard Plan  
8 receives third party administrative services.

9 b. On or around June 18, 2014, Sovereign began providing mental  
10 health and/or drug addiction treatment to Patient 71, who validly assigned all  
11 claims arising as a result of Sovereign's services pursuant to the Bard Plan.

12 c. Shortly thereafter, Sovereign submitted claims seeking  
13 reimbursement for these services to California Blue Cross or New Jersey  
14 Blue on the industry-standard UB-04 form. Sovereign indicated that it was  
15 requesting that benefits be paid to it as an assignee by inserting the letter Y in  
16 the appropriate field (box 53) each time it submitted a claim.

17 d. California Blue Cross, New Jersey Blue, and/or Bard Plan  
18 thereafter paid some or all of the assigned benefits to Patient 71 instead of  
19 Sovereign.

20 164. On information and belief: Patient 72 was a participant in or  
21 beneficiary of Defendant Eaton Plan during all times relevant to this complaint.  
22 Further, on information and belief:

23 a. With regard to the relevant welfare benefits implicated by this  
24 lawsuit: the Eaton Plan either (i) is insured by New York Anthem Blue  
25 and/or California Blue Cross or (ii) is self-insured and has entered into an  
26 agreement with New York Anthem Blue and/or California Blue Cross by  
27 which the Eaton Plan receives third party administrative services.

1           b. On or around May 6, 2013, Sovereign began providing mental  
2 health and/or drug addiction treatment to Patient 72, who validly assigned all  
3 claims arising as a result of Sovereign's services pursuant to the Eaton Plan.

4           c. Shortly thereafter, Sovereign submitted claims seeking  
5 reimbursement for these services to California Blue Cross or New York  
6 Anthem Blue on the industry-standard UB-04 form. Sovereign indicated that  
7 it was requesting that benefits be paid to it as an assignee by inserting the  
8 letter Y in the appropriate field (box 53) each time it submitted a claim.

9           d. California Blue Cross, New York Anthem Blue, and/or Eaton  
10 Plan thereafter paid some or all of the assigned benefits to Patient 72 instead  
11 of Sovereign.

12       165. On information and belief: Patient 73 was a participant in or  
13 beneficiary of Defendant Baxter Plan during all times relevant to this complaint.  
14 Further, on information and belief:

15           a. With regard to the relevant welfare benefits implicated by this  
16 lawsuit: the Baxter Plan either (i) is insured by Illinois Blue and/or California  
17 Blue Cross or (ii) is self-insured and has entered into an agreement with  
18 Illinois Blue and/or California Blue Cross by which the Baxter Plan receives  
19 third party administrative services.

20           b. On or around May 14, 2014, Sovereign began providing mental  
21 health and/or drug addiction treatment to Patient 73, who validly assigned all  
22 claims arising as a result of Sovereign's services pursuant to the Baxter Plan.

23           c. Shortly thereafter, Sovereign submitted claims seeking  
24 reimbursement for these services to California Blue Cross or Illinois Blue on  
25 the industry-standard UB-04 form. Sovereign indicated that it was requesting  
26 that benefits be paid to it as an assignee by inserting the letter Y in the  
27 appropriate field (box 53) each time it submitted a claim.



1 d. California Blue Cross, Illinois Blue, and/or Baxter Plan  
2 thereafter paid some or all of the assigned benefits to Patient 73 instead of  
3 Sovereign.

4 166. On information and belief: Patient 74 was a participant in or  
5 beneficiary of Defendant Alltech Plan during all times relevant to this complaint.  
6 Further, on information and belief:

7 a. With regard to the relevant welfare benefits implicated by this  
8 lawsuit: the Alltech Plan either (i) is insured by Kentucky Blue and/or  
9 California Blue Cross or (ii) is self-insured and has entered into an agreement  
10 with Kentucky Blue and/or California Blue Cross by which the Alltech Plan  
11 receives third party administrative services.

12 b. On or around August 7, 2014, Sovereign began providing mental  
13 health and/or drug addiction treatment to Patient 74, who validly assigned all  
14 claims arising as a result of Sovereign's services pursuant to the Alltech Plan.

15 c. Shortly thereafter, Sovereign submitted claims seeking  
16 reimbursement for these services to California Blue Cross or Kentucky Blue  
17 on the industry-standard UB-04 form. Sovereign indicated that it was  
18 requesting that benefits be paid to it as an assignee by inserting the letter Y in  
19 the appropriate field (box 53) each time it submitted a claim.

20 d. California Blue Cross, Kentucky Blue, and/or Alltech Plan  
21 thereafter paid some or all of the assigned benefits to Patient 74 instead of  
22 Sovereign.

23 167. On information and belief: Patient 75 was a participant in or  
24 beneficiary of an unknown ERISA-governed welfare plan during all times relevant  
25 to this complaint. Further, on information and belief:

26 a. With regard to the relevant welfare benefits implicated by this  
27 lawsuit: Patient 75's plan either (i) is insured by Utah Blue and/or California

1 Blue Shield or (ii) is self-insured and has entered into an agreement with  
2 Utah Blue and/or California Blue Shield by which the unknown plan receives  
3 third party administrative services.

4 b. On or around October 14, 2014, Sovereign began providing  
5 mental health and/or drug addiction treatment to Patient 75, who validly  
6 assigned all claims arising as a result of Sovereign's services pursuant to the  
7 unknown plan.

8 c. Shortly thereafter, Sovereign submitted claims seeking  
9 reimbursement for these services to California Blue Shield or Utah Blue on  
10 the industry-standard UB-04 form. Sovereign indicated that it was requesting  
11 that benefits be paid to it as an assignee by inserting the letter Y in the  
12 appropriate field (box 53) each time it submitted a claim.

13 d. California Blue Shield, Utah Blue, and/or the unknown plan  
14 thereafter paid some or all of the assigned benefits to Patient 75 instead of  
15 Sovereign.

16 168. On information and Patient 76 was a participant in or beneficiary of  
17 an unknown ERISA-governed welfare plan during all times relevant to this  
18 complaint. Further, on information and belief:

19 a. With regard to the relevant welfare benefits implicated by this  
20 lawsuit: Patient 76's plan either (i) is insured by Tennessee Blue and/or  
21 California Blue Cross or (ii) is self-insured and has entered into an  
22 agreement with Tennessee Blue and/or California Blue Cross by which the  
23 unknown plan receives third party administrative services.

24 b. On or around September 4, 2013, Sovereign began providing  
25 mental health and/or drug addiction treatment to Patient 76, who validly  
26 assigned all claims arising as a result of Sovereign's services pursuant to the  
27 unknown plan.

1 c. Shortly thereafter, Sovereign submitted claims seeking  
2 reimbursement for these services to California Blue Cross or Tennessee Blue  
3 on the industry-standard UB-04 form. Sovereign indicated that it was  
4 requesting that benefits be paid to it as an assignee by inserting the letter Y  
5 in the appropriate field (box 53) each time it submitted a claim.

6 d. California Blue Cross, Tennessee Blue, and/or the unknown  
7 plan thereafter paid some or all of the assigned benefits to Patient 76 instead  
8 of Sovereign.

9 169. On information and belief: Patient 77 was a participant in or  
10 beneficiary of an unknown ERISA-governed welfare plan during all times  
11 relevant to this complaint. Further, on information and belief:

12 a. With regard to the relevant welfare benefits implicated by this  
13 lawsuit: Patient 77's plan either (i) is insured by Texas Blue and/or  
14 California Blue Cross or (ii) is self-insured and has entered into an  
15 agreement with Texas Blue and/or California Blue Cross by which the  
16 unknown plan receives third party administrative services.

17 b. On or around May 13, 2013, Sovereign began providing mental  
18 health and/or drug addiction treatment to Patient 77, who validly assigned all  
19 claims arising as a result of Sovereign's services pursuant to the unknown  
20 plan.

21 c. Shortly thereafter, Sovereign submitted claims seeking  
22 reimbursement for these services to California Blue Cross or Texas Blue on  
23 the industry-standard UB-04 form. Sovereign indicated that it was  
24 requesting that benefits be paid to it as an assignee by inserting the letter Y  
25 in the appropriate field (box 53) each time it submitted a claim.

26 d. California Blue Cross, Texas Blue, and/or the unknown plan  
27 thereafter paid some or all of the assigned benefits to Patient 77 instead of  
28 Sovereign.

1 170. On information and belief: Patient 78 was a participant in or  
2 beneficiary of an unknown ERISA-governed welfare plan during all times  
3 relevant to this complaint. Further, on information and belief:

4 a. With regard to the relevant welfare benefits implicated by this  
5 lawsuit: Patient 78's plan either (i) is insured by Minnesota Blue and/or  
6 California Blue Cross or (ii) is self-insured and has entered into an  
7 agreement with Minnesota Blue and/or California Blue Cross by which the  
8 unknown plan receives third party administrative services.

9 b. On or around June 3, 2013, Sovereign began providing mental  
10 health and/or drug addiction treatment to Patient 78, who validly assigned all  
11 claims arising as a result of Sovereign's services pursuant to the unknown  
12 plan.

13 c. Shortly thereafter, Sovereign submitted claims seeking  
14 reimbursement for these services to California Blue Cross or Minnesota  
15 Blue on the industry-standard UB-04 form. Sovereign indicated that it was  
16 requesting that benefits be paid to it as an assignee by inserting the letter Y  
17 in the appropriate field (box 53) each time it submitted a claim.

18 d. California Blue Cross, Minnesota Blue, and/or the unknown  
19 plan thereafter paid some or all of the assigned benefits to Patient 78 instead  
20 of Sovereign.

21 171. On information and belief: Patient 79 was a participant in or  
22 beneficiary of an unknown ERISA-governed welfare plan during all times  
23 relevant to this complaint. Further, on information and belief:

24 a. With regard to the relevant welfare benefits implicated by this  
25 lawsuit: Patient 79's plan either (i) is insured by California Blue Cross or (ii)  
26 is self-insured and has entered into an agreement with California Blue Cross  
27 by which the unknown plan receives third party administrative services.

1           b. On or around November 29, 2013, Sovereign began providing  
2 mental health and/or drug addiction treatment to Patient 79, who validly  
3 assigned all claims arising as a result of Sovereign's services pursuant to the  
4 unknown plan.

5           c. Shortly thereafter, Sovereign submitted claims seeking  
6 reimbursement for these services to California Blue Cross on the industry-  
7 standard UB-04 form. Sovereign indicated that it was requesting that  
8 benefits be paid to it as an assignee by inserting the letter Y in the  
9 appropriate field (box 53) each time it submitted a claim.

10          d. California Blue Cross and/or the unknown plan thereafter paid  
11 some or all of the assigned benefits to Patient 79 instead of Sovereign.

12       172. On information and belief: Patient 80 was a participant in or  
13 beneficiary of an unknown ERISA-governed welfare plan during all times  
14 relevant to this complaint. Further, on information and belief:

15          a. With regard to the relevant welfare benefits implicated by this  
16 lawsuit: Patient 80's plan either (i) is insured by California Blue Cross or (ii)  
17 is self-insured and has entered into an agreement with California Blue Cross  
18 by which the unknown plan receives third party administrative services.

19          b. On or around March 6, 2013, Sovereign began providing  
20 mental health and/or drug addiction treatment to Patient 80, who validly  
21 assigned all claims arising as a result of Sovereign's services pursuant to the  
22 unknown plan.

23          c. Shortly thereafter, Sovereign submitted claims seeking  
24 reimbursement for these services to California Blue Cross on the industry-  
25 standard UB-04 form. Sovereign indicated that it was requesting that  
26 benefits be paid to it as an assignee by inserting the letter Y in the  
27 appropriate field (box 53) each time it submitted a claim.

1 d. California Blue Cross and/or the unknown plan thereafter paid  
2 some or all of the assigned benefits to Patient 80 instead of Sovereign.

3 173. On information and belief: Patient 81 was a participant in or  
4 beneficiary of an unknown ERISA-governed welfare plan during all times  
5 relevant to this complaint. Further, on information and belief:

6 a. With regard to the relevant welfare benefits implicated by this  
7 lawsuit: Patient 81's plan either (i) is insured by California Blue Shield or  
8 (ii) is self-insured and has entered into an agreement with California Blue  
9 Shield by which the unknown plan receives third party administrative  
10 services.

11 b. On or around September 9, 2014, Sovereign began providing  
12 mental health and/or drug addiction treatment to Patient 81, who validly  
13 assigned all claims arising as a result of Sovereign's services pursuant to the  
14 unknown plan.

15 c. Shortly thereafter, Sovereign submitted claims seeking  
16 reimbursement for these services to California Blue Shield on the industry-  
17 standard UB-04 form. Sovereign indicated that it was requesting that  
18 benefits be paid to it as an assignee by inserting the letter Y in the  
19 appropriate field (box 53) each time it submitted a claim.

20 d. California Blue Shield and/or the unknown plan thereafter paid  
21 some or all of the assigned benefits to Patient 81 instead of Sovereign.

22 174. On information and belief: Patient 82 was a participant in or  
23 beneficiary of an unknown ERISA-governed welfare plan during all times  
24 relevant to this complaint. Further, on information and belief:

25 a. With regard to the relevant welfare benefits implicated by this  
26 lawsuit: Patient 82's plan either (i) is insured by California Blue Cross or (ii)  
27 is self-insured and has entered into an agreement with California Blue Cross  
28 by which the unknown plan receives third party administrative services.

1           b. On or around February 21, 2013, Sovereign began providing  
2 mental health and/or drug addiction treatment to Patient 82, who validly  
3 assigned all claims arising as a result of Sovereign's services pursuant to the  
4 unknown plan.

5           c. Shortly thereafter, Sovereign submitted claims seeking  
6 reimbursement for these services to California Blue Cross on the industry-  
7 standard UB-04 form. Sovereign indicated that it was requesting that  
8 benefits be paid to it as an assignee by inserting the letter Y in the  
9 appropriate field (box 53) each time it submitted a claim.

10          d. California Blue Cross and/or the unknown plan thereafter paid  
11 some or all of the assigned benefits to Patient 82 instead of Sovereign.

12       175. On information and belief: Patient 83 was a participant in or  
13 beneficiary of an unknown ERISA-governed welfare plan during all times  
14 relevant to this complaint. Further, on information and belief:

15          a. With regard to the relevant welfare benefits implicated by this  
16 lawsuit: Patient 83's plan either (i) is insured by New York Excellus Blue  
17 and/or California Blue Cross or (ii) is self-insured and has entered into an  
18 agreement with New York Excellus Blue and/or California Blue Cross by  
19 which the unknown plan receives third party administrative services.

20          b. On or around January 9, 2015, Sovereign began providing  
21 mental health and/or drug addiction treatment to Patient 83, who validly  
22 assigned all claims arising as a result of Sovereign's services pursuant to  
23 the unknown plan.

24          c. Shortly thereafter, Sovereign submitted claims seeking  
25 reimbursement for these services to California Blue Cross or New York  
26 Excellus Blue on the industry-standard UB-04 form. Sovereign indicated  
27 that it was requesting that benefits be paid to it as an assignee by inserting  
28 the letter Y in the appropriate field (box 53) each time it submitted a claim.



1 d. California Blue Cross, New York Excellus Blue, and/or the  
2 unknown plan thereafter paid some or all of the assigned benefits to Patient  
3 83 instead of Sovereign.

4 176. On information and belief: Patient 84 was a participant in or  
5 beneficiary of an unknown ERISA-governed welfare plan during all times  
6 relevant to this complaint. Further, on information and belief:

7 a. With regard to the relevant welfare benefits implicated by this  
8 lawsuit: Patient 84's plan either (i) is insured by North Carolina Blue and/or  
9 California Blue Cross or (ii) is self-insured and has entered into an  
10 agreement with North Carolina Blue and/or California Blue Cross by which  
11 the unknown plan receives third party administrative services.

12 b. On or around November 15, 2012, Sovereign began providing  
13 mental health and/or drug addiction treatment to Patient 84, who validly  
14 assigned all claims arising as a result of Sovereign's services pursuant to the  
15 unknown plan.

16 c. Shortly thereafter, Sovereign submitted claims seeking  
17 reimbursement for these services to California Blue Cross or North Carolina  
18 Blue on the industry-standard UB-04 form. Sovereign indicated that it was  
19 requesting that benefits be paid to it as an assignee by inserting the letter Y  
20 in the appropriate field (box 53) each time it submitted a claim.

21 d. California Blue Cross, North Carolina Blue, and/or the  
22 unknown plan thereafter paid some or all of the assigned benefits to Patient  
23 84 instead of Sovereign.

24 177. On information and belief: Patient 85 was a participant in or  
25 beneficiary of an unknown ERISA-governed welfare plan during all times  
26 relevant to this complaint. Further, on information and belief:

27 a. With regard to the relevant welfare benefits implicated by this  
28 lawsuit: Patient 85's plan either (i) is insured by California Blue Cross or (ii)

1 is self-insured and has entered into an agreement with California Blue Cross  
2 by which the unknown plan receives third party administrative services.

3 b. On or around June 6, 2013, Sovereign began providing mental  
4 health and/or drug addiction treatment to Patient 85, who validly assigned all  
5 claims arising as a result of Sovereign's services pursuant to the unknown  
6 plan.

7 c. Shortly thereafter, Sovereign submitted claims seeking  
8 reimbursement for these services to California Blue Cross on the industry-  
9 standard UB-04 form. Sovereign indicated that it was requesting that  
10 benefits be paid to it as an assignee by inserting the letter Y in the  
11 appropriate field (box 53) each time it submitted a claim.

12 d. California Blue Cross and/or the unknown plan thereafter paid  
13 some or all of the assigned benefits to Patient 85 instead of Sovereign.

14 178. On information and belief: Patient 86 was a participant in or  
15 beneficiary of an unknown ERISA-governed welfare plan during all times  
16 relevant to this complaint. Further, on information and belief:

17 a. With regard to the relevant welfare benefits implicated by this  
18 lawsuit: Patient 86's plan either (i) is insured by California Blue Cross or (ii)  
19 is self-insured and has entered into an agreement with California Blue Cross  
20 by which the unknown plan receives third party administrative services.

21 b. On or around December 13, 2012, Sovereign began providing  
22 mental health and/or drug addiction treatment to Patient 86, who validly  
23 assigned all claims arising as a result of Sovereign's services pursuant to the  
24 unknown plan.

25 c. Shortly thereafter, Sovereign submitted claims seeking  
26 reimbursement for these services to California Blue Cross on the industry-  
27 standard UB-04 form. Sovereign indicated that it was requesting that

1 benefits be paid to it as an assignee by inserting the letter Y in the  
2 appropriate field (box 53) each time it submitted a claim.

3 d. California Blue Cross and/or the unknown plan thereafter paid  
4 some or all of the assigned benefits to Patient 86 instead of Sovereign.

5 179. On information and belief: Patient 87 was a participant in or  
6 beneficiary of an unknown ERISA-governed welfare plan during all times  
7 relevant to this complaint. Further, on information and belief:

8 a. With regard to the relevant welfare benefits implicated by this  
9 lawsuit: Patient 87's plan either (i) is insured by Louisiana HMO Blue  
10 and/or California Blue Cross or (ii) is self-insured and has entered into an  
11 agreement with Louisiana HMO Blue and/or California Blue Cross by which  
12 the unknown plan receives third party administrative services.

13 b. On or around September 25, 2012, Sovereign began providing  
14 mental health and/or drug addiction treatment to Patient 87, who validly  
15 assigned all claims arising as a result of Sovereign's services pursuant to the  
16 unknown plan.

17 c. Shortly thereafter, Sovereign submitted claims seeking  
18 reimbursement for these services to California Blue Cross or Louisiana  
19 HMO Blue on the industry-standard UB-04 form. Sovereign indicated that it  
20 was requesting that benefits be paid to it as an assignee by inserting the letter  
21 Y in the appropriate field (box 53) each time it submitted a claim.

22 d. California Blue Cross, Louisiana HMO Blue, and/or the  
23 unknown plan thereafter paid some or all of the assigned benefits to Patient  
24 87 instead of Sovereign.

25 180. On information and belief: Patient 88 was a participant in or  
26 beneficiary of an unknown ERISA-governed welfare plan during all times  
27 relevant to this complaint. Further, on information and belief:

1           a. With regard to the relevant welfare benefits implicated by this  
2 lawsuit: Patient 88's plan either (i) is insured by California Blue Cross or (ii)  
3 is self-insured and has entered into an agreement with California Blue Cross  
4 by which the unknown plan receives third party administrative services.

5           b. On or around March 25, 2013, Sovereign began providing  
6 mental health and/or drug addiction treatment to Patient 88, who validly  
7 assigned all claims arising as a result of Sovereign's services pursuant to the  
8 unknown plan.

9           c. Shortly thereafter, Sovereign submitted claims seeking  
10 reimbursement for these services to California Blue Cross on the industry-  
11 standard UB-04 form. Sovereign indicated that it was requesting that  
12 benefits be paid to it as an assignee by inserting the letter Y in the  
13 appropriate field (box 53) each time it submitted a claim.

14           d. California Blue Cross and/or the unknown plan thereafter paid  
15 some or all of the assigned benefits to Patient 88 instead of Sovereign.

16 181. On information and belief: Patient 89 was a participant in or  
17 beneficiary of an unknown ERISA-governed welfare plan during all times  
18 relevant to this complaint. Further, on information and belief:

19           a. With regard to the relevant welfare benefits implicated by this  
20 lawsuit: Patient 89's plan either (i) is insured by CareFirst Maryland Blue  
21 and/or California Blue Cross or (ii) is self-insured and has entered into an  
22 agreement with CareFirst Maryland Blue and/or California Blue Cross by  
23 which the unknown plan receives third party administrative services.

24           b. On or around February 13, 2014, Sovereign began providing  
25 mental health and/or drug addiction treatment to Patient 89, who validly  
26 assigned all claims arising as a result of Sovereign's services pursuant to the  
27 unknown plan.

1 c. Shortly thereafter, Sovereign submitted claims seeking  
2 reimbursement for these services to California Blue Cross or CareFirst  
3 Maryland Blue on the industry-standard UB-04 form. Sovereign indicated  
4 that it was requesting that benefits be paid to it as an assignee by inserting  
5 the letter Y in the appropriate field (box 53) each time it submitted a claim.

6 d. California Blue Cross, CareFirst Maryland Blue, and/or the  
7 unknown plan thereafter paid some or all of the assigned benefits to Patient  
8 89 instead of Sovereign.

9 182. On information and belief: Patient 90 was a participant in or  
10 beneficiary of an unknown ERISA-governed welfare plan during all times  
11 relevant to this complaint. Further, on information and belief:

12 a. With regard to the relevant welfare benefits implicated by this  
13 lawsuit: Patient 90's plan either (i) is insured by California Blue Cross or (ii)  
14 is self-insured and has entered into an agreement with California Blue Cross  
15 by which the unknown plan receives third party administrative services.

16 b. On or around November 2, 2012, Sovereign began providing  
17 mental health and/or drug addiction treatment to Patient 90, who validly  
18 assigned all claims arising as a result of Sovereign's services pursuant to the  
19 unknown plan.

20 c. Shortly thereafter, Sovereign submitted claims seeking  
21 reimbursement for these services to California Blue Cross on the industry-  
22 standard UB-04 form. Sovereign indicated that it was requesting that  
23 benefits be paid to it as an assignee by inserting the letter Y in the  
24 appropriate field (box 53) each time it submitted a claim.

25 d. California Blue Cross and/or the unknown plan thereafter paid  
26 some or all of the assigned benefits to Patient 90 instead of Sovereign.

1 183. On information and belief: Patient 91 was a participant in or  
2 beneficiary of an unknown ERISA-governed welfare plan during all times  
3 relevant to this complaint. Further, on information and belief:

4 a. With regard to the relevant welfare benefits implicated by this  
5 lawsuit: Patient 91's plan either (i) is insured by Montana Blue and/or  
6 California Blue Shield or (ii) is self-insured and has entered into an  
7 agreement with Montana Blue and/or California Blue Shield by which the  
8 unknown plan receives third party administrative services.

9 b. On or around June 26, 2013, Sovereign began providing mental  
10 health and/or drug addiction treatment to Patient 91, who validly assigned all  
11 claims arising as a result of Sovereign's services pursuant to the unknown  
12 plan.

13 c. Shortly thereafter, Sovereign submitted claims seeking  
14 reimbursement for these services to California Blue Shield or Montana Blue  
15 on the industry-standard UB-04 form. Sovereign indicated that it was  
16 requesting that benefits be paid to it as an assignee by inserting the letter Y  
17 in the appropriate field (box 53) each time it submitted a claim.

18 d. California Blue Shield, Montana Blue, and/or the unknown plan  
19 thereafter paid some or all of the assigned benefits to Patient 91 instead of  
20 Sovereign.

21 184. On information and belief: Patient 92 was a participant in or  
22 beneficiary of an unknown ERISA-governed welfare plan during all times  
23 relevant to this complaint. Further, on information and belief:

24 a. With regard to the relevant welfare benefits implicated by this  
25 lawsuit: Patient 92's plan either (i) is insured by New Mexico Blue and/or  
26 California Blue Shield or (ii) is self-insured and has entered into an  
27 agreement with New Mexico Blue and/or California Blue Shield by which  
28 the unknown plan receives third party administrative services.

1           b. On or around October 29, 2014, Sovereign began providing  
2 mental health and/or drug addiction treatment to Patient 92, who validly  
3 assigned all claims arising as a result of Sovereign's services pursuant to  
4 the unknown plan.

5           c. Shortly thereafter, Sovereign submitted claims seeking  
6 reimbursement for these services to California Blue Shield or New Mexico  
7 Blue on the industry-standard UB-04 form. Sovereign indicated that it was  
8 requesting that benefits be paid to it as an assignee by inserting the letter Y  
9 in the appropriate field (box 53) each time it submitted a claim.

10          d. California Blue Shield, New Mexico Blue, and/or the unknown  
11 plan thereafter paid some or all of the assigned benefits to Patient 92 instead  
12 of Sovereign.

13       185. On information and belief: Patient 93 was a participant in or  
14 beneficiary of an unknown ERISA-governed welfare plan during all times  
15 relevant to this complaint. Further, on information and belief:

16           a. With regard to the relevant welfare benefits implicated by this  
17 lawsuit: Patient 93's plan either (i) is insured by California Blue Cross,  
18 CareFirst Maryland Blue and/or CareFirst District of Columbia Blue or (ii)  
19 is self-insured and has entered into an agreement with California Blue  
20 Cross, CareFirst Maryland Blue and/or CareFirst District of Columbia Blue  
21 by which the unknown plan receives third party administrative services.

22           b. On or around April 28, 2014, Sovereign began providing  
23 mental health and/or drug addiction treatment to Patient 93, who validly  
24 assigned all claims arising as a result of Sovereign's services pursuant to  
25 the unknown plan.

26           c. Shortly thereafter, Sovereign submitted claims seeking  
27 reimbursement for these services to California Blue Cross, CareFirst  
28 Maryland Blue and/or CareFirst District of Columbia Blue on the industry-



1 standard UB-04 form. Sovereign indicated that it was requesting that  
2 benefits be paid to it as an assignee by inserting the letter Y in the  
3 appropriate field (box 53) each time it submitted a claim.

4 d. California Blue Cross, CareFirst Maryland Blue, CareFirst  
5 District of Columbia Blue, and/or the unknown plan thereafter paid some or  
6 all of the assigned benefits to Patient 93 instead of Sovereign.

7 186. On information and belief: Patient 94 was a participant in or  
8 beneficiary of an unknown ERISA-governed welfare plan during all times  
9 relevant to this complaint. Further, on information and belief:

10 a. With regard to the relevant welfare benefits implicated by this  
11 lawsuit: Patient 94's plan either (i) is insured by Arizona Blue and/or  
12 California Blue Cross or (ii) is self-insured and has entered into an  
13 agreement with Arizona Blue and/or California Blue Cross by which the  
14 unknown plan receives third party administrative services.

15 b. On or around March 31, 2015, Sovereign began providing  
16 mental health and/or drug addiction treatment to Patient 94, who validly  
17 assigned all claims arising as a result of Sovereign's services pursuant to  
18 the unknown plan.

19 c. Shortly thereafter, Sovereign submitted claims seeking  
20 reimbursement for these services to California Blue Cross or Arizona Blue  
21 on the industry-standard UB-04 form. Sovereign indicated that it was  
22 requesting that benefits be paid to it as an assignee by inserting the letter Y  
23 in the appropriate field (box 53) each time it submitted a claim.

24 d. California Blue Cross, Arizona Blue, and/or the unknown plan  
25 thereafter paid some or all of the assigned benefits to Patient 94 instead of  
26 Sovereign.

1 187. On information and belief: Patient 95 was a participant in or  
2 beneficiary of an unknown ERISA-governed welfare plan during all times  
3 relevant to this complaint. Further, on information and belief:

4 a. With regard to the relevant welfare benefits implicated by this  
5 lawsuit: Patient 95's plan either (i) is insured by California Blue Shield  
6 and/or California Blue Shield Life or (ii) is self-insured and has entered into  
7 an agreement with California Blue Shield and/or California Blue Shield  
8 Life by which the unknown plan receives third party administrative  
9 services.

10 b. On or around April 11, 2015, Sovereign began providing  
11 mental health and/or drug addiction treatment to Patient 95, who validly  
12 assigned all claims arising as a result of Sovereign's services pursuant to  
13 the unknown plan.

14 c. Shortly thereafter, Sovereign submitted claims seeking  
15 reimbursement for these services to California Blue Shield or California  
16 Blue Shield Life on the industry-standard UB-04 form. Sovereign indicated  
17 that it was requesting that benefits be paid to it as an assignee by inserting  
18 the letter Y in the appropriate field (box 53) each time it submitted a claim.

19 d. California Blue Shield, California Blue Shield Life, and/or the  
20 unknown plan thereafter paid some or all of the assigned benefits to Patient  
21 95 instead of Sovereign.

22 188. On information and belief: Patient 96 was a participant in or  
23 beneficiary of an unknown ERISA-governed welfare plan during all times  
24 relevant to this complaint. Further, on information and belief:

25 a. With regard to the relevant welfare benefits implicated by this  
26 lawsuit: Patient 96's plan either (i) is insured by Florida Blue and/or  
27 California Blue Cross or (ii) is self-insured and has entered into an

1 agreement with Florida Blue and/or California Blue Cross by which the  
2 unknown plan receives third party administrative services.

3 b. On or around April 3, 2015, Sovereign began providing mental  
4 health and/or drug addiction treatment to Patient 96, who validly assigned  
5 all claims arising as a result of Sovereign's services pursuant to the  
6 unknown plan.

7 c. Shortly thereafter, Sovereign submitted claims seeking  
8 reimbursement for these services to California Blue Cross or Florida Blue  
9 on the industry-standard UB-04 form. Sovereign indicated that it was  
10 requesting that benefits be paid to it as an assignee by inserting the letter Y  
11 in the appropriate field (box 53) each time it submitted a claim.

12 d. California Blue Cross, Florida Blue, and/or the unknown plan  
13 thereafter paid some or all of the assigned benefits to Patient 96 instead of  
14 Sovereign.

15 189. On information and belief: Patient 97 was a participant in or  
16 beneficiary of an unknown ERISA-governed welfare plan during all times  
17 relevant to this complaint. Further, on information and belief:

18 a. With regard to the relevant welfare benefits implicated by this  
19 lawsuit: Patient 97's plan either (i) is insured by Nebraska Blue and/or  
20 California Blue Cross or (ii) is self-insured and has entered into an  
21 agreement with Nebraska Blue and/or California Blue Cross by which the  
22 unknown plan receives third party administrative services.

23 b. On or around January 23, 2015, Sovereign began providing  
24 mental health and/or drug addiction treatment to Patient 97, who validly  
25 assigned all claims arising as a result of Sovereign's services pursuant to  
26 the unknown plan.

27 c. Shortly thereafter, Sovereign submitted claims seeking  
28 reimbursement for these services to California Blue Cross or Nebraska Blue

1 on the industry-standard UB-04 form. Sovereign indicated that it was  
2 requesting that benefits be paid to it as an assignee by inserting the letter Y  
3 in the appropriate field (box 53) each time it submitted a claim.

4 d. California Blue Cross, Nebraska Blue, and/or the unknown  
5 plan thereafter paid some or all of the assigned benefits to Patient 97 instead  
6 of Sovereign.

7 190. On information and belief: Patient 98 was a participant in or  
8 beneficiary of an unknown ERISA-governed welfare plan during all times  
9 relevant to this complaint. Further, on information and belief:

10 a. With regard to the relevant welfare benefits implicated by this  
11 lawsuit: Patient 98's plan either (i) is insured by Arkansas Blue and/or  
12 California Blue Cross or (ii) is self-insured and has entered into an  
13 agreement with Arkansas Blue and/or California Blue Cross by which the  
14 unknown plan receives third party administrative services.

15 b. On or around April 24, 2014, Sovereign began providing  
16 mental health and/or drug addiction treatment to Patient 98, who validly  
17 assigned all claims arising as a result of Sovereign's services pursuant to  
18 the unknown plan.

19 c. Shortly thereafter, Sovereign submitted claims seeking  
20 reimbursement for these services to California Blue Cross or Arkansas Blue  
21 on the industry-standard UB-04 form. Sovereign indicated that it was  
22 requesting that benefits be paid to it as an assignee by inserting the letter Y  
23 in the appropriate field (box 53) each time it submitted a claim.

24 d. California Blue Cross, Arkansas Blue, and/or the unknown  
25 plan thereafter paid some or all of the assigned benefits to Patient 98 instead  
26 of Sovereign.

1 191. On information and belief: Patient 99 was a participant in or  
2 beneficiary of an unknown ERISA-governed welfare plan during all times  
3 relevant to this complaint. Further, on information and belief:

4 a. With regard to the relevant welfare benefits implicated by this  
5 lawsuit: Patient 99's plan either (i) is insured by Washington Regence Blue  
6 and/or California Blue Cross or (ii) is self-insured and has entered into an  
7 agreement with Washington Regence Blue and/or California Blue Cross by  
8 which the unknown plan receives third party administrative services.

9 b. On or around February 11, 2015, Sovereign began providing  
10 mental health and/or drug addiction treatment to Patient 99, who validly  
11 assigned all claims arising as a result of Sovereign's services pursuant to  
12 the unknown plan.

13 c. Shortly thereafter, Sovereign submitted claims seeking  
14 reimbursement for these services to California Blue Cross or Washington  
15 Regence Blue on the industry-standard UB-04 form. Sovereign indicated  
16 that it was requesting that benefits be paid to it as an assignee by inserting  
17 the letter Y in the appropriate field (box 53) each time it submitted a claim.

18 d. California Blue Cross, Washington Regence Blue, and/or the  
19 unknown plan thereafter paid some or all of the assigned benefits to Patient  
20 99 instead of Sovereign.

21 192. On information and belief: Patient 100 was a participant in or  
22 beneficiary of an unknown ERISA-governed welfare plan during all times  
23 relevant to this complaint. Further, on information and belief:

24 a. With regard to the relevant welfare benefits implicated by this  
25 lawsuit: Patient 100's plan either (i) is insured by Wisconsin Blue and/or  
26 California Blue Cross or (ii) is self-insured and has entered into an  
27 agreement with Wisconsin Blue and/or California Blue Cross by which the  
28 unknown plan receives third party administrative services.

1           b. On or around March 2, 2015, Sovereign began providing  
2 mental health and/or drug addiction treatment to Patient 100, who validly  
3 assigned all claims arising as a result of Sovereign's services pursuant to  
4 the unknown plan.

5           c. Shortly thereafter, Sovereign submitted claims seeking  
6 reimbursement for these services to California Blue Cross or Wisconsin  
7 Blue on the industry-standard UB-04 form. Sovereign indicated that it was  
8 requesting that benefits be paid to it as an assignee by inserting the letter Y  
9 in the appropriate field (box 53) each time it submitted a claim.

10          d. California Blue Cross, Wisconsin Blue, and/or the unknown  
11 plan thereafter paid some or all of the assigned benefits to Patient 100  
12 instead of Sovereign.

13          193. On information and belief: Patient 101 was a participant in or  
14 beneficiary of an unknown ERISA-governed welfare plan during all times  
15 relevant to this complaint. Further, on information and belief:

16           a. With regard to the relevant welfare benefits implicated by this  
17 lawsuit: Patient 101's plan either (i) is insured by South Dakota Blue and/or  
18 California Blue Cross or (ii) is self-insured and has entered into an  
19 agreement with South Dakota Blue and/or California Blue Cross by which  
20 the unknown plan receives third party administrative services.

21           b. On or around February 5, 2015, Sovereign began providing  
22 mental health and/or drug addiction treatment to Patient 101, who validly  
23 assigned all claims arising as a result of Sovereign's services pursuant to  
24 the unknown plan.

25           c. Shortly thereafter, Sovereign submitted claims seeking  
26 reimbursement for these services to California Blue Cross or South Dakota  
27 Blue on the industry-standard UB-04 form. Sovereign indicated that it was

1 requesting that benefits be paid to it as an assignee by inserting the letter Y  
2 in the appropriate field (box 53) each time it submitted a claim.

3 d. California Blue Cross, South Dakota Blue, and/or the unknown  
4 plan thereafter paid some or all of the assigned benefits to Patient 101  
5 instead of Sovereign.

6 194. On information and belief: Patient 102 was a participant in or  
7 beneficiary of an unknown ERISA-governed welfare plan during all times  
8 relevant to this complaint. Further, on information and belief:

9 a. With regard to the relevant welfare benefits implicated by this  
10 lawsuit Patient 102's plan either (i) is insured by Texas Blue and/or  
11 California Blue Cross or (ii) is self-insured and has entered into an  
12 agreement with Texas Blue and/or California Blue Cross by which the  
13 unknown plan receives third party administrative services.

14 b. On or around February 28, 2015, Sovereign began providing  
15 mental health and/or drug addiction treatment to Patient 102, who validly  
16 assigned all claims arising as a result of Sovereign's services pursuant to  
17 the unknown plan.

18 c. Shortly thereafter, Sovereign submitted claims seeking  
19 reimbursement for these services to California Blue Cross or Texas Blue on  
20 the industry-standard UB-04 form. Sovereign indicated that it was  
21 requesting that benefits be paid to it as an assignee by inserting the letter Y  
22 in the appropriate field (box 53) each time it submitted a claim.

23 d. California Blue Cross, Texas Blue, and/or the unknown plan  
24 thereafter paid some or all of the assigned benefits to Patient 102 instead of  
25 Sovereign.

26 195. On information and belief: Patient 103 was a participant in or  
27 beneficiary of an unknown ERISA-governed welfare plan during all times  
28 relevant to this complaint. Further, on information and belief:



1           a. With regard to the relevant welfare benefits implicated by this  
2 lawsuit: Patient 103's plan either (i) is insured by California Blue Cross or  
3 (ii) is self-insured and has entered into an agreement with California Blue  
4 Cross by which the unknown plan receives third party administrative  
5 services.

6           b. On or around December 3, 2012, Sovereign began providing  
7 mental health and/or drug addiction treatment to Patient 103, who validly  
8 assigned all claims arising as a result of Sovereign's services pursuant to  
9 the unknown plan.

10           c. Shortly thereafter, Sovereign submitted claims seeking  
11 reimbursement for these services to California Blue Cross on the industry-  
12 standard UB-04 form. Sovereign indicated that it was requesting that  
13 benefits be paid to it as an assignee by inserting the letter Y in the  
14 appropriate field (box 53) each time it submitted a claim.

15           d. California Blue Cross and/or the unknown plan thereafter paid  
16 some or all of the assigned benefits to Patient 103 instead of Sovereign.

17 196. On information and belief: Patient 104 was a participant in or  
18 beneficiary of an unknown ERISA-governed welfare plan during all times  
19 relevant to this complaint. Further, on information and belief:

20           a. With regard to the relevant welfare benefits implicated by this  
21 lawsuit: Patient 104's plan either (i) is insured by Maryland Blue and/or  
22 California Blue Cross or (ii) is self-insured and has entered into an  
23 agreement with Maryland Blue and/or California Blue Cross by which the  
24 unknown plan receives third party administrative services.

25           b. On or around June 30, 2014, Sovereign began providing  
26 mental health and/or drug addiction treatment to Patient 104, who validly  
27 assigned all claims arising as a result of Sovereign's services pursuant to  
28 the unknown plan.

1 c. Shortly thereafter, Sovereign submitted claims seeking  
2 reimbursement for these services to California Blue Cross or Maryland  
3 Blue on the industry-standard UB-04 form. Sovereign indicated that it was  
4 requesting that benefits be paid to it as an assignee by inserting the letter Y  
5 in the appropriate field (box 53) each time it submitted a claim.

6 d. California Blue Cross, Maryland Blue, and/or the unknown  
7 plan thereafter paid some or all of the assigned benefits to Patient 104  
8 instead of Sovereign.

9 197. On information and belief: Patient 105 was a participant in or  
10 beneficiary of an unknown ERISA-governed welfare plan during all times  
11 relevant to this complaint. Further, on information and belief:

12 a. With regard to the relevant welfare benefits implicated by this  
13 lawsuit: Patient 105's plan either (i) is insured by Oregon Blue and/or  
14 California Blue Cross or (ii) is self-insured and has entered into an  
15 agreement with Oregon Blue and/or California Blue Cross by which the  
16 unknown plan receives third party administrative services.

17 b. On or around September 16, 2014, Sovereign began providing  
18 mental health and/or drug addiction treatment to Patient 105, who validly  
19 assigned all claims arising as a result of Sovereign's services pursuant to  
20 the unknown plan.

21 c. Shortly thereafter, Sovereign submitted claims seeking  
22 reimbursement for these services to California Blue Cross or Oregon Blue  
23 on the industry-standard UB-04 form. Sovereign indicated that it was  
24 requesting that benefits be paid to it as an assignee by inserting the letter Y  
25 in the appropriate field (box 53) each time it submitted a claim.

26 d. California Blue Cross, Oregon Blue, and/or the unknown plan  
27 thereafter paid some or all of the assigned benefits to Patient 105 instead of  
28 Sovereign.

1        198. On information and belief: Patient 106 was a participant in or  
2 beneficiary of an unknown ERISA-governed welfare plan during all times  
3 relevant to this complaint. Further, on information and belief:

4            a. With regard to the relevant welfare benefits implicated by this  
5 lawsuit: Patient 106's plan either (i) is insured by Florida Blue and/or  
6 California Blue Cross or (ii) is self-insured and has entered into an  
7 agreement with Florida Blue and/or California Blue Cross by which the  
8 unknown plan receives third party administrative services.

9            b. On or around April 2, 2015, Sovereign began providing mental  
10 health and/or drug addiction treatment to Patient 106, who validly assigned  
11 all claims arising as a result of Sovereign's services pursuant to the  
12 unknown plan.

13            c. Shortly thereafter, Sovereign submitted claims seeking  
14 reimbursement for these services to California Blue Cross or Florida Blue  
15 on the industry-standard UB-04 form. Sovereign indicated that it was  
16 requesting that benefits be paid to it as an assignee by inserting the letter Y  
17 in the appropriate field (box 53) each time it submitted a claim.

18            d. California Blue Cross, Florida Blue, and/or the unknown plan  
19 thereafter paid some or all of the assigned benefits to Patient 106 instead of  
20 Sovereign.

21        199. On information and belief: Patient 107 was a participant in or  
22 beneficiary of an unknown ERISA-governed welfare plan during all times  
23 relevant to this complaint. Further, on information and belief:

24            a. With regard to the relevant welfare benefits implicated by this  
25 lawsuit: Patient 107's plan either (i) is insured by New Jersey Blue and/or  
26 California Blue Cross or (ii) is self-insured and has entered into an  
27 agreement with New Jersey Blue and/or California Blue Cross by which the  
28 unknown plan receives third party administrative services.

1           b. On or around February 4, 2015, Sovereign began providing  
2 mental health and/or drug addiction treatment to Patient 107, who validly  
3 assigned all claims arising as a result of Sovereign's services pursuant to  
4 the unknown plan.

5           c. Shortly thereafter, Sovereign submitted claims seeking  
6 reimbursement for these services to California Blue Cross or New Jersey  
7 Blue on the industry-standard UB-04 form. Sovereign indicated that it was  
8 requesting that benefits be paid to it as an assignee by inserting the letter Y  
9 in the appropriate field (box 53) each time it submitted a claim.

10          d. California Blue Cross, New Jersey Blue, and/or the unknown  
11 plan thereafter paid some or all of the assigned benefits to Patient 107  
12 instead of Sovereign.

13          200. On information and belief: Patient 108 was a participant in or  
14 beneficiary of an unknown ERISA-governed welfare plan during all times  
15 relevant to this complaint. Further, on information and belief:

16           a. With regard to the relevant welfare benefits implicated by this  
17 lawsuit: Patient 108's plan either (i) is insured by Indiana Blue and/or  
18 California Blue Cross or (ii) is self-insured and has entered into an  
19 agreement with Indiana Blue and/or California Blue Cross by which the  
20 unknown plan receives third party administrative services.

21           b. On or around March 12, 2015, Sovereign began providing  
22 mental health and/or drug addiction treatment to Patient 108, who validly  
23 assigned all claims arising as a result of Sovereign's services pursuant to  
24 the unknown plan.

25           c. Shortly thereafter, Sovereign submitted claims seeking  
26 reimbursement for these services to California Blue Cross or Indiana Blue  
27 on the industry-standard UB-04 form. Sovereign indicated that it was

1 requesting that benefits be paid to it as an assignee by inserting the letter Y  
2 in the appropriate field (box 53) each time it submitted a claim.

3 d. California Blue Cross, Indiana Blue, and/or the unknown plan  
4 thereafter paid some or all of the assigned benefits to Patient 108 instead of  
5 Sovereign.

6 201. On information and belief: Patient 109 was a participant in or  
7 beneficiary of an unknown ERISA-governed welfare plan during all times  
8 relevant to this complaint. Further, on information and belief:

9 a. With regard to the relevant welfare benefits implicated by this  
10 lawsuit: Patient 109's plan either (i) is insured by California Blue Cross or  
11 (ii) is self-insured and has entered into an agreement with California Blue  
12 Cross by which the unknown plan receives third party administrative  
13 services.

14 b. On or around November 19, 2014, Sovereign began providing  
15 mental health and/or drug addiction treatment to Patient 109, who validly  
16 assigned all claims arising as a result of Sovereign's services pursuant to  
17 the unknown plan.

18 c. Shortly thereafter, Sovereign submitted claims seeking  
19 reimbursement for these services to California Blue Cross on the industry-  
20 standard UB-04 form. Sovereign indicated that it was requesting that  
21 benefits be paid to it as an assignee by inserting the letter Y in the  
22 appropriate field (box 53) each time it submitted a claim.

23 d. California Blue Cross and/or the unknown plan thereafter paid  
24 some or all of the assigned benefits to Patient 109 instead of Sovereign.

25 202. On information and belief: Patient 110 was a participant in or  
26 beneficiary of an unknown ERISA-governed welfare plan during all times  
27 relevant to this complaint. Further, on information and belief:

1           a. With regard to the relevant welfare benefits implicated by this  
2 lawsuit: Patient 110's plan either (i) is insured by California Blue Cross or  
3 (ii) is self-insured and has entered into an agreement with California Blue  
4 Cross by which the unknown plan receives third party administrative  
5 services.

6           b. On or around April 9, 2015, Sovereign began providing mental  
7 health and/or drug addiction treatment to Patient 110, who validly assigned  
8 all claims arising as a result of Sovereign's services pursuant to the  
9 unknown plan.

10          c. Shortly thereafter, Sovereign submitted claims seeking  
11 reimbursement for these services to California Blue Cross on the industry-  
12 standard UB-04 form. Sovereign indicated that it was requesting that  
13 benefits be paid to it as an assignee by inserting the letter Y in the  
14 appropriate field (box 53) each time it submitted a claim.

15          d. California Blue Cross and/or the unknown plan thereafter paid  
16 some or all of the assigned benefits to Patient 110 instead of Sovereign.

17 203. On information and belief: Patient 111 was a participant in or  
18 beneficiary of an unknown ERISA-governed welfare plan during all times  
19 relevant to this complaint. Further, on information and belief:

20           a. With regard to the relevant welfare benefits implicated by this  
21 lawsuit: Patient 111's plan either (i) is insured by Oklahoma Blue and/or  
22 California Blue Cross or (ii) is self-insured and has entered into an  
23 agreement with Oklahoma Blue and/or California Blue Cross by which the  
24 unknown plan receives third party administrative services.

25           b. On or around January 26, 2015, Sovereign began providing  
26 mental health and/or drug addiction treatment to Patient 111, who validly  
27 assigned all claims arising as a result of Sovereign's services pursuant to  
28 the unknown plan.

1 c. Shortly thereafter, Sovereign submitted claims seeking  
2 reimbursement for these services to California Blue Cross or Oklahoma  
3 Blue on the industry-standard UB-04 form. Sovereign indicated that it was  
4 requesting that benefits be paid to it as an assignee by inserting the letter Y  
5 in the appropriate field (box 53) each time it submitted a claim.

6 d. California Blue Cross, Oklahoma Blue, and/or the unknown  
7 plan thereafter paid some or all of the assigned benefits to Patient 111  
8 instead of Sovereign.

9 204. On information and belief: Patient 112 was a participant in or  
10 beneficiary of an unknown ERISA-governed welfare plan during all times  
11 relevant to this complaint. Further, on information and belief:

12 a. With regard to the relevant welfare benefits implicated by this  
13 lawsuit: Patient 112's plan either (i) is insured by Alaska Blue and/or  
14 California Blue Cross or (ii) is self-insured and has entered into an  
15 agreement with Alaska Blue and/or California Blue Cross by which the  
16 unknown plan receives third party administrative services.

17 b. On or around March 19, 2015, Sovereign began providing  
18 mental health and/or drug addiction treatment to Patient 112, who validly  
19 assigned all claims arising as a result of Sovereign's services pursuant to  
20 the unknown plan.

21 c. Shortly thereafter, Sovereign submitted claims seeking  
22 reimbursement for these services to California Blue Cross or Alaska Blue  
23 on the industry-standard UB-04 form. Sovereign indicated that it was  
24 requesting that benefits be paid to it as an assignee by inserting the letter Y  
25 in the appropriate field (box 53) each time it submitted a claim.

26 d. California Blue Cross, Alaska Blue, and/or the unknown plan  
27 thereafter paid some or all of the assigned benefits to Patient 112 instead of  
28 Sovereign.



1       205. On information and belief: Patient 113 was a participant in or  
2 beneficiary of an unknown ERISA-governed welfare plan during all times  
3 relevant to this complaint. Further, on information and belief:

4           a. With regard to the relevant welfare benefits implicated by this  
5 lawsuit: Patient 113's plan either (i) is insured by Texas Blue and/or  
6 California Blue Cross or (ii) is self-insured and has entered into an  
7 agreement with Texas Blue and/or California Blue Cross by which the  
8 unknown plan receives third party administrative services.

9           b. On or around March 23, 2015, Sovereign began providing  
10 mental health and/or drug addiction treatment to Patient 113, who validly  
11 assigned all claims arising as a result of Sovereign's services pursuant to  
12 the unknown plan.

13           c. Shortly thereafter, Sovereign submitted claims seeking  
14 reimbursement for these services to California Blue Cross or Texas Blue on  
15 the industry-standard UB-04 form. Sovereign indicated that it was  
16 requesting that benefits be paid to it as an assignee by inserting the letter Y  
17 in the appropriate field (box 53) each time it submitted a claim.

18           d. California Blue Cross, Texas Blue, and/or the unknown plan  
19 thereafter paid some or all of the assigned benefits to Patient 113 instead of  
20 Sovereign.

21       206. On information and belief: Patient 114 was a participant in or  
22 beneficiary of an unknown ERISA-governed welfare plan during all times  
23 relevant to this complaint. Further, on information and belief:

24           a. With regard to the relevant welfare benefits implicated by this  
25 lawsuit: Patient 114's plan either (i) is insured by Alabama Blue and/or  
26 California Blue Cross or (ii) is self-insured and has entered into an  
27 agreement with Alabama Blue and/or California Blue Cross by which the  
28 unknown plan receives third party administrative services.

1           b. On or around January 28, 2015, Sovereign began providing  
2 mental health and/or drug addiction treatment to Patient 114, who validly  
3 assigned all claims arising as a result of Sovereign's services pursuant to  
4 the unknown plan.

5           c. Shortly thereafter, Sovereign submitted claims seeking  
6 reimbursement for these services to California Blue Cross or Alabama Blue  
7 on the industry-standard UB-04 form. Sovereign indicated that it was  
8 requesting that benefits be paid to it as an assignee by inserting the letter Y  
9 in the appropriate field (box 53) each time it submitted a claim.

10          d. California Blue Cross, Alabama Blue, and/or the unknown  
11 plan thereafter paid some or all of the assigned benefits to Patient 114  
12 instead of Sovereign.

13       207. On information and belief: Patient 115 was a participant in or  
14 beneficiary of an unknown ERISA-governed welfare plan during all times  
15 relevant to this complaint. Further, on information and belief:

16           a. With regard to the relevant welfare benefits implicated by this  
17 lawsuit: Patient 115's plan either (i) is insured by Washington Regence  
18 Blue, Washington Premiera Blue, and/or California Blue Cross or (ii) is self-  
19 insured and has entered into an agreement with Washington Regence Blue,  
20 Washington Premiera Blue, and/or California Blue Cross by which the  
21 unknown plan receives third party administrative services.

22           b. On or around November 4, 2014, Sovereign began providing  
23 mental health and/or drug addiction treatment to Patient 115, who validly  
24 assigned all claims arising as a result of Sovereign's services pursuant to  
25 the unknown plan.

26           c. Shortly thereafter, Sovereign submitted claims seeking  
27 reimbursement for these services to California Blue Cross, Washington  
28 Regence Blue or Washington Premiera Blue on the industry-standard UB-04

1 form. Sovereign indicated that it was requesting that benefits be paid to it as  
2 an assignee by inserting the letter Y in the appropriate field (box 53) each  
3 time it submitted a claim.

4 d. California Blue Cross, Washington Regence Blue, Washington  
5 Premera Blue, and/or the unknown plan thereafter paid some or all of the  
6 assigned benefits to Patient 115 instead of Sovereign.

7 208. On information and belief: Patient 116 was a participant in or  
8 beneficiary of an unknown ERISA-governed welfare plan during all times  
9 relevant to this complaint. Further, on information and belief:

10 a. With regard to the relevant welfare benefits implicated by this  
11 lawsuit: Patient 116's plan either (i) is insured by Arizona Blue and/or  
12 California Blue Cross or (ii) is self-insured and has entered into an  
13 agreement with Arizona Blue and/or California Blue Cross by which the  
14 unknown plan receives third party administrative services.

15 b. On or around March 12, 2015, Sovereign began providing  
16 mental health and/or drug addiction treatment to Patient 116, who validly  
17 assigned all claims arising as a result of Sovereign's services pursuant to  
18 the unknown plan.

19 c. Shortly thereafter, Sovereign submitted claims seeking  
20 reimbursement for these services to California Blue Cross or Arizona Blue  
21 on the industry-standard UB-04 form. Sovereign indicated that it was  
22 requesting that benefits be paid to it as an assignee by inserting the letter Y  
23 in the appropriate field (box 53) each time it submitted a claim.

24 d. California Blue Cross, Arizona Blue, and/or the unknown plan  
25 thereafter paid some or all of the assigned benefits to Patient 116 instead of  
26 Sovereign.

1        209. On information and belief: Patient 117 was a participant in or  
2 beneficiary of an unknown ERISA-governed welfare plan during all times  
3 relevant to this complaint. Further, on information and belief:

4            a. With regard to the relevant welfare benefits implicated by this  
5 lawsuit: Patient 117's plan either (i) is insured by California Blue Cross or  
6 (ii) is self-insured and has entered into an agreement with California Blue  
7 Cross by which the unknown plan receives third party administrative  
8 services.

9            b. On or around November 11, 2014, Sovereign began providing  
10 mental health and/or drug addiction treatment to Patient 117, who validly  
11 assigned all claims arising as a result of Sovereign's services pursuant to  
12 the unknown plan.

13            c. Shortly thereafter, Sovereign submitted claims seeking  
14 reimbursement for these services to California Blue Cross on the industry-  
15 standard UB-04 form. Sovereign indicated that it was requesting that  
16 benefits be paid to it as an assignee by inserting the letter Y in the  
17 appropriate field (box 53) each time it submitted a claim.

18            d. California Blue Cross and/or the unknown plan thereafter paid  
19 some or all of the assigned benefits to Patient 117 instead of Sovereign.

20        210. On information and belief: Patient 118 was a participant in or  
21 beneficiary of an unknown ERISA-governed welfare plan during all times  
22 relevant to this complaint. Further, on information and belief:

23            a. With regard to the relevant welfare benefits implicated by this  
24 lawsuit: Patient 118's plan either (i) is insured by Virginia Blue and/or  
25 California Blue Cross or (ii) is self-insured and has entered into an  
26 agreement with Virginia Blue and/or California Blue Cross by which the  
27 unknown plan receives third party administrative services.

1           b. On or around April 14, 2015, Sovereign began providing  
2 mental health and/or drug addiction treatment to Patient 118, who validly  
3 assigned all claims arising as a result of Sovereign's services pursuant to  
4 the unknown plan.

5           c. Shortly thereafter, Sovereign submitted claims seeking  
6 reimbursement for these services to California Blue Cross or Virginia Blue  
7 on the industry-standard UB-04 form. Sovereign indicated that it was  
8 requesting that benefits be paid to it as an assignee by inserting the letter Y  
9 in the appropriate field (box 53) each time it submitted a claim.

10          d. California Blue Cross, Virginia Blue, and/or the unknown plan  
11 thereafter paid some or all of the assigned benefits to Patient 118 instead of  
12 Sovereign.

13       211. On information and belief: Patient 119 was a participant in or  
14 beneficiary of an unknown ERISA-governed welfare plan during all times  
15 relevant to this complaint. Further, on information and belief:

16           a. With regard to the relevant welfare benefits implicated by this  
17 lawsuit: Patient 119's plan either (i) is insured by California Blue Shield  
18 and/or California Blue Shield Life or (ii) is self-insured and has entered into  
19 an agreement with California Blue Shield and/or California Blue Shield  
20 Life by which the unknown plan receives third party administrative  
21 services.

22           b. On or around February 10, 2015, Sovereign began providing  
23 mental health and/or drug addiction treatment to Patient 119, who validly  
24 assigned all claims arising as a result of Sovereign's services pursuant to  
25 the unknown plan.

26           c. Shortly thereafter, Sovereign submitted claims seeking  
27 reimbursement for these services to California Blue Shield or California  
28 Blue Shield Life on the industry-standard UB-04 form. Sovereign indicated

1 that it was requesting that benefits be paid to it as an assignee by inserting  
2 the letter Y in the appropriate field (box 53) each time it submitted a claim.

3 d. California Blue Shield, California Blue Shield Life, and/or the  
4 unknown plan thereafter paid some or all of the assigned benefits to Patient  
5 119 instead of Sovereign.

6 212. On information and belief: Patient 120 was a participant in or  
7 beneficiary of an unknown ERISA-governed welfare plan during all times  
8 relevant to this complaint. Further, on information and belief:

9 a. With regard to the relevant welfare benefits implicated by this  
10 lawsuit: Patient 120's plan either (i) is insured by California Blue Shield or  
11 (ii) is self-insured and has entered into an agreement with California Blue  
12 Shield by which the unknown plan receives third party administrative  
13 services.

14 b. On or around January 26, 2015, Sovereign began providing  
15 mental health and/or drug addiction treatment to Patient 120, who validly  
16 assigned all claims arising as a result of Sovereign's services pursuant to  
17 the unknown plan.

18 c. Shortly thereafter, Sovereign submitted claims seeking  
19 reimbursement for these services to California Blue Shield on the industry-  
20 standard UB-04 form. Sovereign indicated that it was requesting that  
21 benefits be paid to it as an assignee by inserting the letter Y in the  
22 appropriate field (box 53) each time it submitted a claim.

23 d. California Blue Shield and/or the unknown plan thereafter paid  
24 some or all of the assigned benefits to Patient 120 instead of Sovereign.

25 213. On information and belief: Patient 121 was a participant in or  
26 beneficiary of an unknown ERISA-governed welfare plan during all times  
27 relevant to this complaint. Further, on information and belief:

1           a. With regard to the relevant welfare benefits implicated by this  
2 lawsuit: Patient 121's plan either (i) is insured by Tennessee Blue and/or  
3 California Blue Cross or (ii) is self-insured and has entered into an  
4 agreement with Tennessee Blue and/or California Blue Cross by which the  
5 unknown plan receives third party administrative services.

6           b. On or around April 2, 2015, Sovereign began providing mental  
7 health and/or drug addiction treatment to Patient 121, who validly assigned  
8 all claims arising as a result of Sovereign's services pursuant to the  
9 unknown plan.

10          c. Shortly thereafter, Sovereign submitted claims seeking  
11 reimbursement for these services to California Blue Cross or Tennessee  
12 Blue on the industry-standard UB-04 form. Sovereign indicated that it was  
13 requesting that benefits be paid to it as an assignee by inserting the letter Y  
14 in the appropriate field (box 53) each time it submitted a claim.

15          d. California Blue Cross, Tennessee Blue, and/or the unknown  
16 plan thereafter paid some or all of the assigned benefits to Patient 121  
17 instead of Sovereign.

18 214. On information and belief: Patient 122 was a participant in or  
19 beneficiary of an unknown ERISA-governed welfare plan during all times  
20 relevant to this complaint. Further, on information and belief:

21           a. With regard to the relevant welfare benefits implicated by this  
22 lawsuit: Patient 122's plan either (i) is insured by California Blue Cross or  
23 (ii) is self-insured and has entered into an agreement with California Blue  
24 Cross by which the unknown plan receives third party administrative  
25 services.

26           b. On or around December 23, 2014, Sovereign began providing  
27 mental health and/or drug addiction treatment to Patient 122, who validly



1 assigned all claims arising as a result of Sovereign's services pursuant to  
2 the unknown plan.

3 c. Shortly thereafter, Sovereign submitted claims seeking  
4 reimbursement for these services to California Blue Cross on the industry-  
5 standard UB-04 form. Sovereign indicated that it was requesting that  
6 benefits be paid to it as an assignee by inserting the letter Y in the  
7 appropriate field (box 53) each time it submitted a claim.

8 d. California Blue Cross and/or the unknown plan thereafter paid  
9 some or all of the assigned benefits to Patient 122 instead of Sovereign.

10 215. On information and belief: Patient 123 was a participant in or  
11 beneficiary of an unknown ERISA-governed welfare plan during all times  
12 relevant to this complaint. Further, on information and belief:

13 a. With regard to the relevant welfare benefits implicated by this  
14 lawsuit: Patient 123's plan either (i) is insured by Philadelphia Blue and/or  
15 California Blue Cross or (ii) is self-insured and has entered into an  
16 agreement with Philadelphia Blue and/or California Blue Cross by which  
17 the unknown plan receives third party administrative services.

18 b. On or around April 24, 2015, Sovereign began providing  
19 mental health and/or drug addiction treatment to Patient 123, who validly  
20 assigned all claims arising as a result of Sovereign's services pursuant to  
21 the unknown plan.

22 c. Shortly thereafter, Sovereign submitted claims seeking  
23 reimbursement for these services to California Blue Cross or Philadelphia  
24 Blue on the industry-standard UB-04 form. Sovereign indicated that it was  
25 requesting that benefits be paid to it as an assignee by inserting the letter Y  
26 in the appropriate field (box 53) each time it submitted a claim.

1 d. California Blue Cross, Philadelphia Blue, and/or the unknown  
2 plan thereafter paid some or all of the assigned benefits to Patient 123  
3 instead of Sovereign.

4 216. On information and belief: Patient 124 was a participant in or  
5 beneficiary of an unknown ERISA-governed welfare plan during all times  
6 relevant to this complaint. Further, on information and belief:

7 a. With regard to the relevant welfare benefits implicated by this  
8 lawsuit: Patient 124's plan either (i) is insured by Oklahoma Blue and/or  
9 California Blue Cross or (ii) is self-insured and has entered into an  
10 agreement with Oklahoma Blue and/or California Blue Cross by which the  
11 unknown plan receives third party administrative services.

12 b. On or around May 15, 2015, Sovereign began providing  
13 mental health and/or drug addiction treatment to Patient 124, who validly  
14 assigned all claims arising as a result of Sovereign's services pursuant to  
15 the unknown plan.

16 c. Shortly thereafter, Sovereign submitted claims seeking  
17 reimbursement for these services to California Blue Cross or Oklahoma  
18 Blue on the industry-standard UB-04 form. Sovereign indicated that it was  
19 requesting that benefits be paid to it as an assignee by inserting the letter Y  
20 in the appropriate field (box 53) each time it submitted a claim.

21 d. California Blue Cross, Oklahoma Blue, and/or the unknown  
22 plan thereafter paid some or all of the assigned benefits to Patient 124  
23 instead of Sovereign.

24 217. On information and belief: Patient 125 was a participant in or  
25 beneficiary of an unknown ERISA-governed welfare plan during all times  
26 relevant to this complaint. Further, on information and belief:

27 a. With regard to the relevant welfare benefits implicated by this  
28 lawsuit: Patient 125's plan either (i) is insured by California Blue Cross or

1 (ii) is self-insured and has entered into an agreement with California Blue  
2 Cross by which the unknown plan receives third party administrative  
3 services.

4 b. On or around May 27, 2015, Sovereign began providing  
5 mental health and/or drug addiction treatment to Patient 125, who validly  
6 assigned all claims arising as a result of Sovereign's services pursuant to  
7 the unknown plan.

8 c. Shortly thereafter, Sovereign submitted claims seeking  
9 reimbursement for these services to California Blue Cross on the industry-  
10 standard UB-04 form. Sovereign indicated that it was requesting that  
11 benefits be paid to it as an assignee by inserting the letter Y in the  
12 appropriate field (box 53) each time it submitted a claim.

13 d. California Blue Cross and/or the unknown plan thereafter paid  
14 some or all of the assigned benefits to Patient 125 instead of Sovereign.

15 218. On information and belief: Patient 126 was a participant in or  
16 beneficiary of an unknown ERISA-governed welfare plan during all times  
17 relevant to this complaint. Further, on information and belief:

18 a. With regard to the relevant welfare benefits implicated by this  
19 lawsuit: Patient 126's plan either (i) is insured by Nebraska Blue and/or  
20 California Blue Cross or (ii) is self-insured and has entered into an  
21 agreement with Nebraska Blue and/or California Blue Cross by which the  
22 unknown plan receives third party administrative services.

23 b. On or around May 22, 2015, Sovereign began providing  
24 mental health and/or drug addiction treatment to Patient 126, who validly  
25 assigned all claims arising as a result of Sovereign's services pursuant to  
26 the unknown plan.

27 c. Shortly thereafter, Sovereign submitted claims seeking  
28 reimbursement for these services to California Blue Cross or Nebraska Blue

1 on the industry-standard UB-04 form. Sovereign indicated that it was  
2 requesting that benefits be paid to it as an assignee by inserting the letter Y  
3 in the appropriate field (box 53) each time it submitted a claim.

4 d. California Blue Cross, Nebraska Blue, and/or the unknown  
5 plan thereafter paid some or all of the assigned benefits to Patient 126  
6 instead of Sovereign.

7 219. On information and belief: Patient 127 was a participant in or  
8 beneficiary of Defendant GKN Plan during all times relevant to this  
9 complaint. Further, on information and belief:

10 a. With regard to the relevant welfare benefits implicated by this  
11 lawsuit: the GKN Plan either (i) is insured by Western Pennsylvania Blue  
12 and/or California Blue Cross or (ii) is self-insured and has entered into an  
13 agreement with Western Pennsylvania Blue and/or California Blue Cross by  
14 which the GKN Plan receives third party administrative services.

15 b. On or around May 16, 2014, Sovereign began providing mental  
16 health and/or drug addiction treatment to Patient 127, who validly assigned  
17 all claims arising as a result of Sovereign's services pursuant to the GKN  
18 Plan.

19 c. Shortly thereafter, Sovereign submitted claims seeking  
20 reimbursement for these services to California Blue Cross or Western  
21 Pennsylvania Blue on the industry-standard UB-04 form. Sovereign  
22 indicated that it was requesting that benefits be paid to it as an assignee by  
23 inserting the letter Y in the appropriate field (box 53) each time it submitted  
24 a claim.

25 d. California Blue Cross, Western Pennsylvania Blue, and/or  
26 GKN Plan thereafter paid some or all of the assigned benefits to Patient 127  
27 instead of Sovereign.

1           220. On information and belief: Patient 128 was a participant in or  
2 beneficiary of Defendant ION Geophysical Plan during all times relevant to this  
3 complaint. Further, on information and belief:

4           a. With regard to the relevant welfare benefits implicated by this  
5 lawsuit: the ION Geophysical Plan either (i) is insured by Texas Blue and/or  
6 California Blue Cross or (ii) is self-insured and has entered into an  
7 agreement with Texas Blue and/or California Blue Cross by which the ION  
8 Geophysical Plan receives third party administrative services.

9           b. On or around March 19, 2014, Sovereign began providing  
10 mental health and/or drug addiction treatment to Patient 128, who validly  
11 assigned all claims arising as a result of Sovereign's services pursuant to the  
12 ION Geophysical Plan.

13           c. Shortly thereafter, Sovereign submitted claims seeking  
14 reimbursement for these services to California Blue Cross or Texas Blue on  
15 the industry-standard UB-04 form. Sovereign indicated that it was  
16 requesting that benefits be paid to it as an assignee by inserting the letter Y  
17 in the appropriate field (box 53) each time it submitted a claim.

18           d. California Blue Cross, Texas Blue, and/or ION Geophysical  
19 Plan thereafter paid some or all of the assigned benefits to Patient 128  
20 instead of Sovereign.

21           221. On information and belief: Patient 129 was a participant in or  
22 beneficiary of Defendant Xerox Corp. Plan during all times relevant to this  
23 complaint. Further, on information and belief:

24           a. With regard to the relevant welfare benefits implicated by this  
25 lawsuit: the Xerox Corp. Plan either (i) is insured by Indiana Blue, New  
26 York Empire Blue, and/or California Blue Cross or (ii) is self-insured and  
27 has entered into an agreement with Indiana Blue, New York Empire Blue,

1 and/or California Blue Cross by which the Xerox Corp. Plan receives third  
2 party administrative services.

3 b. On or around September 20, 2013, Sovereign began providing  
4 mental health and/or drug addiction treatment to Patient 129, who validly  
5 assigned all claims arising as a result of Sovereign's services pursuant to the  
6 Xerox Corp. Plan.

7 c. Shortly thereafter, Sovereign submitted claims seeking  
8 reimbursement for these services to California Blue Cross, Indiana Blue, or  
9 New York Empire Blue on the industry-standard UB-04 form. Sovereign  
10 indicated that it was requesting that benefits be paid to it as an assignee by  
11 inserting the letter Y in the appropriate field (box 53) each time it submitted  
12 a claim.

13 d. California Blue Cross, Indiana Blue, New York Empire Blue,  
14 and/or Xerox Corp. Plan thereafter paid some or all of the assigned benefits  
15 to Patient 129 instead of Sovereign.

16 222. On information and belief: Patient 130 was a participant in or  
17 beneficiary of Defendant Eli Lilly Plan during all times relevant to this  
18 complaint. Further, on information and belief:

19 a. With regard to the relevant welfare benefits implicated by this  
20 lawsuit: the Eli Lilly Plan either (i) is insured by Indiana Blue and/or  
21 California Blue Cross or (ii) is self-insured and has entered into an  
22 agreement with Indiana Blue and/or California Blue Cross by which the Eli  
23 Lilly Plan receives third party administrative services.

24 b. On or around February 19, 2014, Sovereign began providing  
25 mental health and/or drug addiction treatment to Patient 130, who validly  
26 assigned all claims arising as a result of Sovereign's services pursuant to the  
27 Eli Lilly Plan.

1 c. Shortly thereafter, Sovereign submitted claims seeking  
2 reimbursement for these services to California Blue Cross or Indiana Blue  
3 on the industry-standard UB-04 form. Sovereign indicated that it was  
4 requesting that benefits be paid to it as an assignee by inserting the letter Y  
5 in the appropriate field (box 53) each time it submitted a claim.

6 d. California Blue Cross, Indiana Blue, and/or Eli Lilly Plan  
7 thereafter paid some or all of the assigned benefits to Patient 130 instead of  
8 Sovereign.

9 223. On information and belief: Patient 131 was a participant in or  
10 beneficiary of Defendant BCBSAZ Employee Plan during all times relevant to this  
11 complaint. Further, on information and belief:

12 a. With regard to the relevant welfare benefits implicated by this  
13 lawsuit: the BCBSAZ Employee Plan either (i) is insured by Arizona Blue  
14 and/or California Blue Cross or (ii) is self-insured and has entered into an  
15 agreement with Arizona Blue and/or California Blue Cross by which the  
16 BCBSAZ Employee Plan receives third party administrative services.

17 b. On or around August 14, 2014, Sovereign began providing  
18 mental health and/or drug addiction treatment to Patient 131, who validly  
19 assigned all claims arising as a result of Sovereign's services pursuant to the  
20 BCBSAZ Employee Plan.

21 c. Shortly thereafter, Sovereign submitted claims seeking  
22 reimbursement for these services to California Blue Cross or Arizona Blue  
23 on the industry-standard UB-04 form. Sovereign indicated that it was  
24 requesting that benefits be paid to it as an assignee by inserting the letter Y  
25 in the appropriate field (box 53) each time it submitted a claim.

26 d. California Blue Cross, Arizona Blue, and/or BCBSAZ  
27 Employee Plan thereafter paid some or all of the assigned benefits to Patient  
28 131 instead of Sovereign.



1       224. On information and belief: Patient 132 was a participant in or  
2 beneficiary of Defendant Milton S. Hershey Plan during all times relevant to this  
3 complaint. Further, on information and belief:

4           a. With regard to the relevant welfare benefits implicated by this  
5 lawsuit: the Milton S. Hershey Plan either (i) is insured by Central  
6 Pennsylvania Blue, Highmark, and/or California Blue Cross or (ii) is self-  
7 insured and has entered into an agreement with Central Pennsylvania Blue,  
8 Highmark, and/or California Blue Cross by which the Milton S. Hershey  
9 Plan receives third party administrative services.

10          b. On or around November 12, 2014, Sovereign began providing  
11 mental health and/or drug addiction treatment to Patient 132, who validly  
12 assigned all claims arising as a result of Sovereign's services pursuant to the  
13 Milton S. Hershey Plan.

14          c. Shortly thereafter, Sovereign submitted claims seeking  
15 reimbursement for these services to California Blue Cross, Central  
16 Pennsylvania Blue, or Highmark on the industry-standard UB-04 form.  
17 Sovereign indicated that it was requesting that benefits be paid to it as an  
18 assignee by inserting the letter Y in the appropriate field (box 53) each time  
19 it submitted a claim.

20          d. California Blue Cross, Central Pennsylvania Blue, Highmark,  
21 and/or Milton S. Hershey Plan thereafter paid some or all of the assigned  
22 benefits to Patient 132 instead of Sovereign.

23       225. On information and belief: Patient 133 was a participant in or  
24 beneficiary of Defendant Ernst & Young Plan during all times relevant to this  
25 complaint. Further, on information and belief:

26           a. With regard to the relevant welfare benefits implicated by this  
27 lawsuit: the Ernst & Young Plan either (i) is insured by New York Empire  
28 Blue and/or California Blue Cross or (ii) is self-insured and has entered into

1 an agreement with New York Empire Blue and/or California Blue Cross by  
2 which the Ernst & Young Plan receives third party administrative services.

3 b. On or around May 8, 2013, Sovereign began providing mental  
4 health and/or drug addiction treatment to Patient 133, who validly assigned  
5 all claims arising as a result of Sovereign's services pursuant to the Ernst &  
6 Young Plan.

7 c. Shortly thereafter, Sovereign submitted claims seeking  
8 reimbursement for these services to California Blue Cross or New York  
9 Empire Blue on the industry-standard UB-04 form. Sovereign indicated that  
10 it was requesting that benefits be paid to it as an assignee by inserting the  
11 letter Y in the appropriate field (box 53) each time it submitted a claim.

12 d. California Blue Cross, New York Empire Blue, and/or Ernst &  
13 Young Plan thereafter paid some or all of the assigned benefits to Patient  
14 133 instead of Sovereign.

15 226. On information and belief: Patient 134 was a participant in or  
16 beneficiary of Defendant Hilliard Lyons Plan during all times relevant to this  
17 complaint. Further, on information and belief:

18 a. With regard to the relevant welfare benefits implicated by this  
19 lawsuit: the Hilliard Lyons Plan either (i) is insured by Kentucky Blue  
20 and/or California Blue Cross or (ii) is self-insured and has entered into an  
21 agreement with Kentucky Blue and/or California Blue Cross by which the  
22 Hilliard Lyons Plan receives third party administrative services.

23 b. On or around July 30, 2014, Sovereign began providing mental  
24 health and/or drug addiction treatment to Patient 134, who validly assigned  
25 all claims arising as a result of Sovereign's services pursuant to the Hilliard  
26 Lyons Plan.

27 c. Shortly thereafter, Sovereign submitted claims seeking  
28 reimbursement for these services to California Blue Cross or Kentucky Blue

1 on the industry-standard UB-04 form. Sovereign indicated that it was  
2 requesting that benefits be paid to it as an assignee by inserting the letter Y  
3 in the appropriate field (box 53) each time it submitted a claim.

4 d. California Blue Cross, Kentucky Blue, and/or Hilliard Lyons  
5 Plan thereafter paid some or all of the assigned benefits to Patient 134  
6 instead of Sovereign.

7 227. On information and belief: Patient 135 was a participant in or  
8 beneficiary of Defendant Master Builders Plan during all times relevant to this  
9 complaint. Further, on information and belief:

10 a. With regard to the relevant welfare benefits implicated by this  
11 lawsuit: the Master Builders Plan either (i) is insured by Washington  
12 Regence Blue and/or California Blue Cross or (ii) is self-insured and has  
13 entered into an agreement with Washington Regence Blue and/or California  
14 Blue Cross by which the Master Builders Plan receives third party  
15 administrative services.

16 b. On or around October 24, 2014, Sovereign began providing  
17 mental health and/or drug addiction treatment to Patient 135, who validly  
18 assigned all claims arising as a result of Sovereign's services pursuant to the  
19 Master Builders Plan.

20 c. Shortly thereafter, Sovereign submitted claims seeking  
21 reimbursement for these services to California Blue Cross or Washington  
22 Regence Blue on the industry-standard UB-04 form. Sovereign indicated  
23 that it was requesting that benefits be paid to it as an assignee by inserting  
24 the letter Y in the appropriate field (box 53) each time it submitted a claim.

25 d. California Blue Cross, Washington Regence Blue, and/or  
26 Master Builders Plan thereafter paid some or all of the assigned benefits to  
27 Patient 135 instead of Sovereign.

1       228. On information and belief: Patient 136 was a participant in or  
2 beneficiary of Defendant Nordstrom Plan during all times relevant to this  
3 complaint. Further, on information and belief:

4           a. With regard to the relevant welfare benefits implicated by this  
5 lawsuit: the Nordstrom Plan either (i) is insured by Iowa Blue and/or  
6 California Blue Cross or (ii) is self-insured and has entered into an  
7 agreement with Iowa Blue and/or California Blue Cross by which the  
8 Nordstrom Plan receives third party administrative services.

9           b. On or around October 14, 2013, Sovereign began providing  
10 mental health and/or drug addiction treatment to Patient 136, who validly  
11 assigned all claims arising as a result of Sovereign's services pursuant to the  
12 Nordstrom Plan.

13           c. Shortly thereafter, Sovereign submitted claims seeking  
14 reimbursement for these services to California Blue Cross or Iowa Blue on  
15 the industry-standard UB-04 form. Sovereign indicated that it was  
16 requesting that benefits be paid to it as an assignee by inserting the letter Y  
17 in the appropriate field (box 53) each time it submitted a claim.

18           d. California Blue Cross, Iowa Blue, and/or Nordstrom Plan  
19 thereafter paid some or all of the assigned benefits to Patient 136 instead of  
20 Sovereign.

21       229. On information and belief: Patient 137 was a participant in or  
22 beneficiary of Defendant Home Depot Plan during all times relevant to this  
23 complaint. Further, on information and belief:

24           a. With regard to the relevant welfare benefits implicated by this  
25 lawsuit: the Home Depot Plan either (i) is insured by Georgia Blue and/or  
26 California Blue Cross or (ii) is self-insured and has entered into an  
27 agreement with Georgia Blue and/or California Blue Cross by which the  
28 Home Depot Plan receives third party administrative services.

1           b. On or around December 19, 2013, Sovereign began providing  
2 mental health and/or drug addiction treatment to Patient 137, who validly  
3 assigned all claims arising as a result of Sovereign's services pursuant to the  
4 Home Depot Plan.

5           c. Shortly thereafter, Sovereign submitted claims seeking  
6 reimbursement for these services to California Blue Cross or Georgia Blue  
7 on the industry-standard UB-04 form. Sovereign indicated that it was  
8 requesting that benefits be paid to it as an assignee by inserting the letter Y  
9 in the appropriate field (box 53) each time it submitted a claim.

10          d. California Blue Cross, Georgia Blue, and/or Home Depot Plan  
11 thereafter paid some or all of the assigned benefits to Patient 137 instead of  
12 Sovereign.

13          230. On information and belief: Patient 138 was a participant in or  
14 beneficiary of Defendant Rocket Software Plan during all times relevant to this  
15 complaint. Further, on information and belief:

16           a. With regard to the relevant welfare benefits implicated by this  
17 lawsuit: the Rocket Software Plan either (i) is insured by Massachusetts Blue  
18 and/or California Blue Cross or (ii) is self-insured and has entered into an  
19 agreement with Massachusetts Blue and/or California Blue Cross by which  
20 the Rocket Software Plan receives third party administrative services.

21           b. On or around December 13, 2013, Sovereign began providing  
22 mental health and/or drug addiction treatment to Patient 138, who validly  
23 assigned all claims arising as a result of Sovereign's services pursuant to the  
24 Rocket Software Plan.

25           c. Shortly thereafter, Sovereign submitted claims seeking  
26 reimbursement for these services to California Blue Cross or Massachusetts  
27 Blue on the industry-standard UB-04 form. Sovereign indicated that it was

1 requesting that benefits be paid to it as an assignee by inserting the letter Y  
2 in the appropriate field (box 53) each time it submitted a claim.

3 d. California Blue Cross, Massachusetts Blue, and/or Rocket  
4 Software Plan thereafter paid some or all of the assigned benefits to Patient  
5 138 instead of Sovereign.

6 231. On information and belief: Patient 139 was a participant in or  
7 beneficiary of Defendant Integra Plan during all times relevant to this  
8 complaint. Further, on information and belief:

9 a. With regard to the relevant welfare benefits implicated by this  
10 lawsuit: the Integra Plan either (i) is insured by Washington Regence Blue  
11 and/or California Blue Cross or (ii) is self-insured and has entered into an  
12 agreement with Washington Regence Blue and/or California Blue Cross by  
13 which the Integra Plan receives third party administrative services.

14 b. On or around October 2, 2014, Sovereign began providing  
15 mental health and/or drug addiction treatment to Patient 139, who validly  
16 assigned all claims arising as a result of Sovereign's services pursuant to the  
17 Integra Plan.

18 c. Shortly thereafter, Sovereign submitted claims seeking  
19 reimbursement for these services to California Blue Cross or Washington  
20 Regence Blue on the industry-standard UB-04 form. Sovereign indicated  
21 that it was requesting that benefits be paid to it as an assignee by inserting  
22 the letter Y in the appropriate field (box 53) each time it submitted a claim.

23 d. California Blue Cross, Washington Regence Blue, and/or  
24 Integra Plan thereafter paid some or all of the assigned benefits to Patient  
25 139 instead of Sovereign.

26 232. On information and belief: Patient 140 was a participant in or  
27 beneficiary of Defendant Time Warner Plan during all times relevant to this  
28 complaint. Further, on information and belief:

1           a. With regard to the relevant welfare benefits implicated by this  
2 lawsuit: the Time Warner Plan either (i) is insured by California Blue Cross  
3 or (ii) is self-insured and has entered into an agreement with California Blue  
4 Cross by which the Time Warner Cable Plan receives third party  
5 administrative services.

6           b. On or around March 19, 2014, Sovereign began providing  
7 mental health and/or drug addiction treatment to Patient 140, who validly  
8 assigned all claims arising as a result of Sovereign's services pursuant to the  
9 Time Warner Plan.

10          c. Shortly thereafter, Sovereign submitted claims seeking  
11 reimbursement for these services to California Blue Cross on the industry-  
12 standard UB-04 form. Sovereign indicated that it was requesting that  
13 benefits be paid to it as an assignee by inserting the letter Y in the  
14 appropriate field (box 53) each time it submitted a claim.

15          d. California Blue Cross and/or Time Warner Plan thereafter paid  
16 some or all of the assigned benefits to Patient 140 instead of Sovereign.

17          233. On information and belief: Patient 141 was a participant in or  
18 beneficiary of Defendant IESI Corp. Plan during all times relevant to this  
19 complaint. Further, on information and belief:

20           a. With regard to the relevant welfare benefits implicated by this  
21 lawsuit: the IESI Corp. Plan either (i) is insured by Texas Blue and/or  
22 California Blue Cross or (ii) is self-insured and has entered into an  
23 agreement with Texas Blue and/or California Blue Cross by which the IESI  
24 Corp. Plan receives third party administrative services.

25           b. On or around February 14, 2014, Sovereign began providing  
26 mental health and/or drug addiction treatment to Patient 141, who validly  
27 assigned all claims arising as a result of Sovereign's services pursuant to the  
28 IESI Corp. Plan.



1 c. Shortly thereafter, Sovereign submitted claims seeking  
2 reimbursement for these services to California Blue Cross or Texas Blue on  
3 the industry-standard UB-04 form. Sovereign indicated that it was  
4 requesting that benefits be paid to it as an assignee by inserting the letter Y  
5 in the appropriate field (box 53) each time it submitted a claim.

6 d. California Blue Cross, Texas Blue, and/or IESI Corp. Plan  
7 thereafter paid some or all of the assigned benefits to Patient 141 instead of  
8 Sovereign.

9 234. On information and belief: Patient 142 was a participant in or  
10 beneficiary of Defendant IESI Corp. Plan during all times relevant to this  
11 complaint. Further, on information and belief:

12 a. With regard to the relevant welfare benefits implicated by this  
13 lawsuit: the IESI Corp. Plan either (i) is insured by Texas Blue and/or  
14 California Blue Cross or (ii) is self-insured and has entered into an agreement  
15 with Texas Blue and/or California Blue Cross by which the IESI Corp. Plan  
16 receives third party administrative services.

17 b. On or around February 28, 2015, Sovereign began providing  
18 mental health and/or drug addiction treatment to Patient 142, who validly  
19 assigned all claims arising as a result of Sovereign's services pursuant to the  
20 IESI Corp. Plan.

21 c. Shortly thereafter, Sovereign submitted claims seeking  
22 reimbursement for these services to California Blue Cross or Texas Blue on  
23 the industry-standard UB-04 form. Sovereign indicated that it was requesting  
24 that benefits be paid to it as an assignee by inserting the letter Y in the  
25 appropriate field (box 53) each time it submitted a claim.

1 d. California Blue Cross, Texas Blue, and/or IESI Corp. Plan  
2 thereafter paid some or all of the assigned benefits to Patient 142 instead of  
3 Sovereign.

4 235. On information and belief: Patient 143 was a participant in or  
5 beneficiary of Defendant Peak Finance Plan during all times relevant to this  
6 complaint. Further, on information and belief:

7 a. With regard to the relevant welfare benefits implicated by this  
8 lawsuit: the Peak Finance Plan either (i) is insured by California Blue Cross  
9 or (ii) is self-insured and has entered into an agreement with California Blue  
10 Cross by which the Peak Finance Plan receives third party administrative  
11 services.

12 b. On or around July 25, 2013, Sovereign began providing mental  
13 health and/or drug addiction treatment to Patient 143, who validly assigned  
14 all claims arising as a result of Sovereign's services pursuant to the Peak  
15 Finance Plan.

16 c. Shortly thereafter, Sovereign submitted claims seeking  
17 reimbursement for these services to California Blue Cross on the industry-  
18 standard UB-04 form. Sovereign indicated that it was requesting that  
19 benefits be paid to it as an assignee by inserting the letter Y in the  
20 appropriate field (box 53) each time it submitted a claim.

21 d. California Blue Cross and/or the Peak Finance Plan thereafter  
22 paid some or all of the assigned benefits to Patient 143 instead of Sovereign.

23 236. On information and belief: Patient 144 was a participant in or  
24 beneficiary of Defendant Globys Plan during all times relevant to this  
25 complaint. Further, on information and belief:

26 a. With regard to the relevant welfare benefits implicated by this  
27 lawsuit: the Globys Plan either (i) is insured by Washington Regence Blue  
28 and/or California Blue Cross or (ii) is self-insured and has entered into an

1 agreement with Washington Regence Blue and/or California Blue Cross by  
2 which the Globys Plan receives third party administrative services.

3 b. On or around September 9, 2014, Sovereign began providing  
4 mental health and/or drug addiction treatment to Patient 144, who validly  
5 assigned all claims arising as a result of Sovereign's services pursuant to the  
6 Globys Plan.

7 c. Shortly thereafter, Sovereign submitted claims seeking  
8 reimbursement for these services to California Blue Cross or Washington  
9 Regence Blue on the industry-standard UB-04 form. Sovereign indicated  
10 that it was requesting that benefits be paid to it as an assignee by inserting  
11 the letter Y in the appropriate field (box 53) each time it submitted a claim.

12 d. California Blue Cross, Washington Regence Blue, and/or  
13 Globys Plan thereafter paid some or all of the assigned benefits to Patient  
14 144 instead of Sovereign.

15 237. On information and belief: Patient 145 was a participant in or  
16 beneficiary of Defendant Peak 10 Plan during all times relevant to this  
17 complaint. Further, on information and belief:

18 a. With regard to the relevant welfare benefits implicated by this  
19 lawsuit: the Peak 10 Plan either (i) is insured by North Carolina Blue and/or  
20 California Blue Cross or (ii) is self-insured and has entered into an  
21 agreement with North Carolina Blue and/or California Blue Cross by which  
22 the Peak 10 Plan receives third party administrative services.

23 b. On or around January 9, 2015, Sovereign began providing  
24 mental health and/or drug addiction treatment to Patient 145, who validly  
25 assigned all claims arising as a result of Sovereign's services pursuant to the  
26 Peak 10 Plan.

27 c. Shortly thereafter, Sovereign submitted claims seeking  
28 reimbursement for these services to California Blue Cross or North Carolina

1 Blue on the industry-standard UB-04 form. Sovereign indicated that it was  
2 requesting that benefits be paid to it as an assignee by inserting the letter Y  
3 in the appropriate field (box 53) each time it submitted a claim.

4 d. California Blue Cross, North Carolina Blue, and/or Peak 10  
5 Plan thereafter paid some or all of the assigned benefits to Patient 145  
6 instead of Sovereign.

7 238. On information and belief: Patient 146 was a participant in or  
8 beneficiary of Defendant IBU Health Plan during all times relevant to this  
9 complaint. Further, on information and belief:

10 a. With regard to the relevant welfare benefits implicated by this  
11 lawsuit: the IBU Health Plan either (i) is insured by Washington Premera  
12 Blue and/or California Blue Cross or (ii) is self-insured and has entered into  
13 an agreement with Washington Premera Blue and/or California Blue Cross  
14 by which the IBU Health Plan receives third party administrative services.

15 b. On or around January 20, 2015, Sovereign began providing  
16 mental health and/or drug addiction treatment to Patient 146, who validly  
17 assigned all claims arising as a result of Sovereign's services pursuant to the  
18 IBU Health Plan.

19 c. Shortly thereafter, Sovereign submitted claims seeking  
20 reimbursement for these services to California Blue Cross or Washington  
21 Premera Blue on the industry-standard UB-04 form. Sovereign indicated that  
22 it was requesting that benefits be paid to it as an assignee by inserting the  
23 letter Y in the appropriate field (box 53) each time it submitted a claim.

24 d. California Blue Cross, Washington Premera Blue and/or IBU  
25 Health Plan thereafter paid some or all of the assigned benefits to Patient  
26 146 instead of Sovereign.  
27

1       239. On information and belief: Patient 147 was a participant in or  
2 beneficiary of Defendant Cargill Plan during all times relevant to this  
3 complaint. Further, on information and belief:

4           a. With regard to the relevant welfare benefits implicated by this  
5 lawsuit: the Cargill Plan either (i) is insured by Minnesota Blue and/or  
6 California Blue Cross or (ii) is self-insured and has entered into an  
7 agreement with Minnesota Blue and/or California Blue Cross by which the  
8 Cargill Plan receives third party administrative services.

9           b. On or around May 29, 2015, Sovereign began providing mental  
10 health and/or drug addiction treatment to Patient 147, who validly assigned  
11 all claims arising as a result of Sovereign's services pursuant to the Cargill  
12 Plan.

13           c. Shortly thereafter, Sovereign submitted claims seeking  
14 reimbursement for these services to California Blue Cross or Minnesota  
15 Blue on the industry-standard UB-04 form. Sovereign indicated that it was  
16 requesting that benefits be paid to it as an assignee by inserting the letter Y  
17 in the appropriate field (box 53) each time it submitted a claim.

18           d. California Blue Cross, Minnesota Blue, and/or Cargill Plan  
19 thereafter paid some or all of the assigned benefits to Patient 147 instead of  
20 Sovereign.

21       240. On information and belief: Patient 148 was a participant in or  
22 beneficiary of Defendant ACWA/JPIA Plan during all times relevant to this  
23 complaint. Further, on information and belief:

24           a. With regard to the relevant welfare benefits implicated by this  
25 lawsuit: the ACWA/JPIA Plan either (i) is insured by California Blue Cross  
26 or (ii) is self-insured and has entered into an agreement with California Blue  
27 Cross by which the ACWA/JPIA Plan receives third party administrative  
28 services.

1           b. On or around March 2, 2012, Sovereign began providing  
2 mental health and/or drug addiction treatment to Patient 148, who validly  
3 assigned all claims arising as a result of Sovereign's services pursuant to the  
4 ACWA/JPIA Plan.

5           c. Shortly thereafter, Sovereign submitted claims seeking  
6 reimbursement for these services to California Blue Cross on the industry-  
7 standard UB-04 form. Sovereign indicated that it was requesting that  
8 benefits be paid to it as an assignee by inserting the letter Y in the  
9 appropriate field (box 53) each time it submitted a claim.

10          d. California Blue Cross and/or the ACWA/JPIA Plan thereafter  
11 paid some or all of the assigned benefits to Patient 148 instead of Sovereign.

12          241. On information and belief: Patient 149 was a participant in or  
13 beneficiary of Defendant Dycom Plan during all times relevant to this  
14 complaint. Further, on information and belief:

15          a. With regard to the relevant welfare benefits implicated by this  
16 lawsuit: the Dycom Plan either (i) is insured by Florida Blue and/or  
17 California Blue Cross or (ii) is self-insured and has entered into an  
18 agreement with Florida Blue and/or California Blue Cross by which the  
19 Dycom Plan receives third party administrative services.

20          b. On or around October 1, 2014, Sovereign began providing  
21 mental health and/or drug addiction treatment to Patient 149, who validly  
22 assigned all claims arising as a result of Sovereign's services pursuant to the  
23 Dycom Plan.

24          c. Shortly thereafter, Sovereign submitted claims seeking  
25 reimbursement for these services to California Blue Cross or Florida Blue on  
26 the industry-standard UB-04 form. Sovereign indicated that it was  
27 requesting that benefits be paid to it as an assignee by inserting the letter Y  
28 in the appropriate field (box 53) each time it submitted a claim.

1 d. California Blue Cross, Florida Blue, and/or Dycom Plan  
2 thereafter paid some or all of the assigned benefits to Patient 149 instead of  
3 Sovereign.

4 242. On information and belief: Patient 150 was a participant in or  
5 beneficiary of Defendant Medtronic Plan during all times relevant to this  
6 complaint. Further, on information and belief:

7 a. With regard to the relevant welfare benefits implicated by this  
8 lawsuit: the Medtronic Plan either (i) is insured by Minnesota Blue and/or  
9 California Blue Cross or (ii) is self-insured and has entered into an  
10 agreement with Minnesota Blue and/or California Blue Cross by which the  
11 Medtronic Plan receives third party administrative services.

12 b. On or around August 29, 2014, Sovereign began providing  
13 mental health and/or drug addiction treatment to Patient 150, who validly  
14 assigned all claims arising as a result of Sovereign's services pursuant to the  
15 Medtronic Plan.

16 c. Shortly thereafter, Sovereign submitted claims seeking  
17 reimbursement for these services to California Blue Cross or Minnesota  
18 Blue on the industry-standard UB-04 form. Sovereign indicated that it was  
19 requesting that benefits be paid to it as an assignee by inserting the letter Y  
20 in the appropriate field (box 53) each time it submitted a claim.

21 d. California Blue Cross, Minnesota Blue, and/or Medtronic Plan  
22 thereafter paid some or all of the assigned benefits to Patient 150 instead of  
23 Sovereign.

24 243. On information and belief: Patient 151 was a participant in or  
25 beneficiary of Defendant PepsiCo Plan during all times relevant to this  
26 complaint. Further, on information and belief:

27 a. With regard to the relevant welfare benefits implicated by this  
28 lawsuit: the PepsiCo Plan either (i) is insured California Blue Cross or (ii) is



1 self-insured and has entered into an agreement with California Blue Cross by  
2 which the PepsiCo Plan receives third party administrative services.

3 b. On or around August 8, 2014, Sovereign began providing  
4 mental health and/or drug addiction treatment to Patient 151, who validly  
5 assigned all claims arising as a result of Sovereign's services pursuant to the  
6 PepsiCo Plan.

7 c. Shortly thereafter, Sovereign submitted claims seeking  
8 reimbursement for these services to California Blue Cross on the industry-  
9 standard UB-04 form. Sovereign indicated that it was requesting that  
10 benefits be paid to it as an assignee by inserting the letter Y in the  
11 appropriate field (box 53) each time it submitted a claim.

12 d. California Blue Cross and/or PepsiCo Plan thereafter paid some  
13 or all of the assigned benefits to Patient 151 instead of Sovereign.

14 244. On information and belief: Patient 152 was a participant in or  
15 beneficiary of Defendant Follett Plan during all times relevant to this  
16 complaint. Further, on information and belief:

17 a. With regard to the relevant welfare benefits implicated by this  
18 lawsuit: the Follett Plan either (i) is insured by California Blue Cross or (ii)  
19 is self-insured and has entered into an agreement with California Blue Cross  
20 by which the Follett Plan receives third party administrative services.

21 b. On or around June 6, 2013, Sovereign began providing mental  
22 health and/or drug addiction treatment to Patient 152, who validly assigned  
23 all claims arising as a result of Sovereign's services pursuant to the Follett  
24 Plan.

25 c. Shortly thereafter, Sovereign submitted claims seeking  
26 reimbursement for these services to California Blue Cross on the industry-  
27 standard UB-04 form. Sovereign indicated that it was requesting that

1 benefits be paid to it as an assignee by inserting the letter Y in the  
2 appropriate field (box 53) each time it submitted a claim.

3 d. California Blue Cross and/or Follett Plan thereafter paid some  
4 or all of the assigned benefits to Patient 152 instead of Sovereign.

5 245. On information and belief: Patient 153 was a participant in or  
6 beneficiary of Defendant Ogletree Deakins Plan during all times relevant to this  
7 complaint. Further, on information and belief:

8 a. With regard to the relevant welfare benefits implicated by this  
9 lawsuit: the Ogletree Deakins Plan either (i) is insured by South Carolina  
10 Blue and/or California Blue Cross or (ii) is self-insured and has entered into  
11 an agreement with South Carolina Blue and/or California Blue Cross by  
12 which the Ogletree Deakins Plan receives third party administrative services.

13 b. On or around May 9, 2014, Sovereign began providing mental  
14 health and/or drug addiction treatment to Patient 153, who validly assigned  
15 all claims arising as a result of Sovereign's services pursuant to the Ogletree  
16 Deakins Plan.

17 c. Shortly thereafter, Sovereign submitted claims seeking  
18 reimbursement for these services to California Blue Cross or South Carolina  
19 Blue on the industry-standard UB-04 form. Sovereign indicated that it was  
20 requesting that benefits be paid to it as an assignee by inserting the letter Y  
21 in the appropriate field (box 53) each time it submitted a claim.

22 d. California Blue Cross, South Carolina Blue, and/or Ogletree  
23 Deakins Plan thereafter paid some or all of the assigned benefits to Patient  
24 153 instead of Sovereign.

25 246. On information and belief: Patient 154 was a participant in or  
26 beneficiary of Defendant WaferTech Plan during all times relevant to this  
27 complaint. Further, on information and belief:

1           a. With regard to the relevant welfare benefits implicated by this  
2 lawsuit: the WaferTech Plan either (i) is insured by Oregon Blue and/or  
3 California Blue Cross or (ii) is self-insured and has entered into an  
4 agreement with Oregon Blue and/or California Blue Cross by which the  
5 WaferTech Plan receives third party administrative services.

6           b. On or around November 6, 2014, Sovereign began providing  
7 mental health and/or drug addiction treatment to Patient 154, who validly  
8 assigned all claims arising as a result of Sovereign's services pursuant to the  
9 WaferTech Plan.

10           c. Shortly thereafter, Sovereign submitted claims seeking  
11 reimbursement for these services to California Blue Cross or Oregon Blue  
12 on the industry-standard UB-04 form. Sovereign indicated that it was  
13 requesting that benefits be paid to it as an assignee by inserting the letter Y  
14 in the appropriate field (box 53) each time it submitted a claim.

15           d. California Blue Cross, Oregon Blue, and/or WaferTech Plan  
16 thereafter paid some or all of the assigned benefits to Patient 154 instead of  
17 Sovereign.

18       247. On information and belief: Patient 155 was a participant in or  
19 beneficiary of Defendant Alaska Air Plan during all times relevant to this  
20 complaint. Further, on information and belief:

21           a. With regard to the relevant welfare benefits implicated by this  
22 lawsuit: the Alaska Air Plan either (i) is insured by Washington Premera  
23 Blue and/or California Blue Shield or (ii) is self-insured and has entered into  
24 an agreement with Washington Premera Blue and/or California Blue Shield  
25 by which the Alaska Air Plan receives third party administrative services.

26           b. On or around February 25, 2013, Sovereign began providing  
27 mental health and/or drug addiction treatment to Patient 155, who validly

1 assigned all claims arising as a result of Sovereign's services pursuant to the  
2 Alaska Air Plan.

3 c. Shortly thereafter, Sovereign submitted claims seeking  
4 reimbursement for these services to California Blue Shield or Washington  
5 Premiera Blue on the industry-standard UB-04 form. Sovereign indicated that  
6 it was requesting that benefits be paid to it as an assignee by inserting the  
7 letter Y in the appropriate field (box 53) each time it submitted a claim.

8 d. California Blue Shield, Washington Premiera Blue, and/or  
9 Alaska Air Plan thereafter paid some or all of the assigned benefits to Patient  
10 155 instead of Sovereign.

11 248. On information and belief: Patient 156 was a participant in or  
12 beneficiary of Defendant FNB Corp. Plan during all times relevant to this  
13 complaint. Further, on information and belief:

14 a. With regard to the relevant welfare benefits implicated by this  
15 lawsuit: the FNB Corp. Plan either (i) is insured by Western Pennsylvania  
16 Blue, Highmark, and/or California Blue Cross or (ii) is self-insured and has  
17 entered into an agreement with Western Pennsylvania Blue, Highmark,  
18 and/or California Blue Cross by which the FNB Corp. Plan receives third  
19 party administrative services.

20 b. On or around April 2, 2014, Sovereign began providing mental  
21 health and/or drug addiction treatment to Patient 156, who validly assigned  
22 all claims arising as a result of Sovereign's services pursuant to the FNB  
23 Corp. Plan.

24 c. Shortly thereafter, Sovereign submitted claims seeking  
25 reimbursement for these services to California Blue Cross, Western  
26 Pennsylvania Blue, or Highmark on the industry-standard UB-04 form.  
27 Sovereign indicated that it was requesting that benefits be paid to it as an

1 assignee by inserting the letter Y in the appropriate field (box 53) each time  
2 it submitted a claim.

3 d. California Blue Cross, Western Pennsylvania Blue, Highmark,  
4 and/or FNB Corp. Plan thereafter paid some or all of the assigned benefits to  
5 Patient 156 instead of Sovereign.

6 249. On information and belief: Patient 157 was a participant in or  
7 beneficiary of Defendant LeCroy Plan during all times relevant to this  
8 complaint. Further, on information and belief:

9 a. With regard to the relevant welfare benefits implicated by this  
10 lawsuit: the LeCroy Plan either (i) is insured by New York Empire Blue  
11 and/or California Blue Cross or (ii) is self-insured and has entered into an  
12 agreement with New York Empire Blue and/or California Blue Cross by  
13 which the LeCroy Plan receives third party administrative services.

14 b. On or around March 27, 2014, Sovereign began providing  
15 mental health and/or drug addiction treatment to Patient 157, who validly  
16 assigned all claims arising as a result of Sovereign's services pursuant to the  
17 LeCroy Plan.

18 c. Shortly thereafter, Sovereign submitted claims seeking  
19 reimbursement for these services to California Blue Cross or New York  
20 Empire Blue on the industry-standard UB-04 form. Sovereign indicated that  
21 it was requesting that benefits be paid to it as an assignee by inserting the  
22 letter Y in the appropriate field (box 53) each time it submitted a claim.

23 d. California Blue Cross, New York Empire Blue, and/or LeCroy  
24 Plan thereafter paid some or all of the assigned benefits to Patient 157  
25 instead of Sovereign.

26 250. On information and belief: Patient 158 was a participant in or  
27 beneficiary of Defendant Simmons Plan during all times relevant to this  
28 complaint. Further, on information and belief:

1           a. With regard to the relevant welfare benefits implicated by this  
2 lawsuit: the Simmons Plan either (i) is insured by Northeastern Pennsylvania  
3 Blue and/or California Blue Cross or (ii) is self-insured and has entered into  
4 an agreement with Northeastern Pennsylvania Blue and/or California Blue  
5 Cross by which the Simmons Plan receives third party administrative  
6 services.

7           b. On or around September 26, 2014, Sovereign began providing  
8 mental health and/or drug addiction treatment to Patient 158, who validly  
9 assigned all claims arising as a result of Sovereign's services pursuant to the  
10 Simmons Plan.

11           c. Shortly thereafter, Sovereign submitted claims seeking  
12 reimbursement for these services to California Blue Cross or Northeastern  
13 Pennsylvania Blue on the industry-standard UB-04 form. Sovereign  
14 indicated that it was requesting that benefits be paid to it as an assignee by  
15 inserting the letter Y in the appropriate field (box 53) each time it submitted  
16 a claim.

17           d. California Blue Cross, Northeastern Pennsylvania Blue, and/or  
18 Simmons Plan thereafter paid some or all of the assigned benefits to Patient  
19 158 instead of Sovereign.

20       251. On information and belief: Patient 159 was a participant in or  
21 beneficiary of Defendant MediaNews Plan during all times relevant to this  
22 complaint. Further, on information and belief:

23           a. With regard to the relevant welfare benefits implicated by this  
24 lawsuit: the MediaNews Plan either (i) is insured by Colorado Blue and/or  
25 California Blue Cross or (ii) is self-insured and has entered into an  
26 agreement with Colorado Blue and/or California Blue Cross by which the  
27 MediaNews Plan receives third party administrative services.

1           b. On or around October 2, 2014, Sovereign began providing  
2 mental health and/or drug addiction treatment to Patient 159, who validly  
3 assigned all claims arising as a result of Sovereign's services pursuant to the  
4 MediaNews Plan.

5           c. Shortly thereafter, Sovereign submitted claims seeking  
6 reimbursement for these services to California Blue Cross or Colorado Blue  
7 on the industry-standard UB-04 form. Sovereign indicated that it was  
8 requesting that benefits be paid to it as an assignee by inserting the letter Y  
9 in the appropriate field (box 53) each time it submitted a claim.

10          d. California Blue Cross, Colorado Blue, and/or MediaNews Plan  
11 thereafter paid some or all of the assigned benefits to Patient 159 instead of  
12 Sovereign.

13          252. On information and belief: Patient 160 was a participant in or  
14 beneficiary of Defendant Oregon Teamsters Plan during all times relevant to this  
15 complaint. Further, on information and belief:

16           a. With regard to the relevant welfare benefits implicated by this  
17 lawsuit: the Oregon Teamsters Plan either (i) is insured by Oregon Blue  
18 and/or California Blue Cross or (ii) is self-insured and has entered into an  
19 agreement with Oregon Blue and/or California Blue Cross by which the  
20 Oregon Teamsters Plan receives third party administrative services.

21           b. On or around March 14, 2014, Sovereign began providing  
22 mental health and/or drug addiction treatment to Patient 160, who validly  
23 assigned all claims arising as a result of Sovereign's services pursuant to the  
24 Oregon Teamsters Plan.

25           c. Shortly thereafter, Sovereign submitted claims seeking  
26 reimbursement for these services to California Blue Cross or Oregon Blue  
27 on the industry-standard UB-04 form. Sovereign indicated that it was



1 requesting that benefits be paid to it as an assignee by inserting the letter Y  
2 in the appropriate field (box 53) each time it submitted a claim.

3 d. California Blue Cross, Oregon Blue, and/or Oregon Teamsters  
4 Plan thereafter paid some or all of the assigned benefits to Patient 160  
5 instead of Sovereign.

6 253. On information and belief: Patient 161 was a participant in or  
7 beneficiary of Defendant Ascension Plan during all times relevant to this  
8 complaint. Further, on information and belief:

9 a. With regard to the relevant welfare benefits implicated by this  
10 lawsuit: the Ascension Plan either (i) is insured by Michigan Blue and/or  
11 California Blue Cross or (ii) is self-insured and has entered into an  
12 agreement with Michigan Blue and/or California Blue Cross by which the  
13 Ascension Plan receives third party administrative services.

14 b. On or around June 30, 2014, Sovereign began providing mental  
15 health and/or drug addiction treatment to Patient 161, who validly assigned  
16 all claims arising as a result of Sovereign's services pursuant to the  
17 Ascension Plan.

18 c. Shortly thereafter, Sovereign submitted claims seeking  
19 reimbursement for these services to California Blue Cross or Michigan Blue  
20 on the industry-standard UB-04 form. Sovereign indicated that it was  
21 requesting that benefits be paid to it as an assignee by inserting the letter Y  
22 in the appropriate field (box 53) each time it submitted a claim.

23 d. California Blue Cross, Michigan Blue, and/or Ascension Plan  
24 thereafter paid some or all of the assigned benefits to Patient 161 instead of  
25 Sovereign.

26 254. On information and belief: Patient 162 was a participant in or  
27 beneficiary of Defendant WF Plan during all times relevant to this  
28 complaint. Further, on information and belief:

1           a. With regard to the relevant welfare benefits implicated by this  
2 lawsuit: the WF Plan either (i) is insured by Ohio Blue and/or California  
3 Blue Cross or (ii) is self-insured and has entered into an agreement with  
4 Ohio Blue and/or California Blue Cross by which the WF Plan receives third  
5 party administrative services.

6           b. On or around June 8, 2012, Sovereign began providing mental  
7 health and/or drug addiction treatment to Patient 162, who validly assigned  
8 all claims arising as a result of Sovereign's services pursuant to the WF  
9 Plan.

10           c. Shortly thereafter, Sovereign submitted claims seeking  
11 reimbursement for these services to California Blue Cross or Ohio Blue on  
12 the industry-standard UB-04 form. Sovereign indicated that it was  
13 requesting that benefits be paid to it as an assignee by inserting the letter Y  
14 in the appropriate field (box 53) each time it submitted a claim.

15           d. California Blue Cross, Ohio Blue, and/or WF Plan thereafter  
16 paid some or all of the assigned benefits to Patient 162 instead of Sovereign.

17       255. On information and belief: Patient 163 was a participant in or  
18 beneficiary of Defendant Sallie Mae Plan during all times relevant to this  
19 complaint. Further, on information and belief:

20           a. With regard to the relevant welfare benefits implicated by this  
21 lawsuit: the Sallie Mae Plan either (i) is insured by Virginia Blue and/or  
22 California Blue Cross or (ii) is self-insured and has entered into an  
23 agreement with Virginia Blue and/or California Blue Cross by which the  
24 Sallie Mae Plan receives third party administrative services.

25           b. On or around April 25, 2014, Sovereign began providing  
26 mental health and/or drug addiction treatment to Patient 163, who validly  
27 assigned all claims arising as a result of Sovereign's services pursuant to the  
28 Sallie Mae Plan.

1 c. Shortly thereafter, Sovereign submitted claims seeking  
2 reimbursement for these services to California Blue Cross or Virginia Blue  
3 on the industry-standard UB-04 form. Sovereign indicated that it was  
4 requesting that benefits be paid to it as an assignee by inserting the letter Y  
5 in the appropriate field (box 53) each time it submitted a claim.

6 d. California Blue Cross, Virginia Blue, and/or Sallie Mae Plan  
7 thereafter paid some or all of the assigned benefits to Patient 163 instead of  
8 Sovereign.

9 256. On information and belief: Patient 164 was a participant in or  
10 beneficiary of Defendant Active Power Plan during all times relevant to this  
11 complaint. Further, on information and belief:

12 a. With regard to the relevant welfare benefits implicated by this  
13 lawsuit: the Active Power Plan either (i) is insured by Texas Blue and/or  
14 California Blue Cross or (ii) is self-insured and has entered into an  
15 agreement with Texas Blue and/or California Blue Cross by which the  
16 Active Power Plan receives third party administrative services.

17 b. On or around July 2, 2014, Sovereign began providing mental  
18 health and/or drug addiction treatment to Patient 164, who validly assigned  
19 all claims arising as a result of Sovereign's services pursuant to the Active  
20 Power Plan.

21 c. Shortly thereafter, Sovereign submitted claims seeking  
22 reimbursement for these services to California Blue Cross or Texas Blue on  
23 the industry-standard UB-04 form. Sovereign indicated that it was  
24 requesting that benefits be paid to it as an assignee by inserting the letter Y  
25 in the appropriate field (box 53) each time it submitted a claim.

26 d. California Blue Cross, Texas Blue, and/or Active Power Plan  
27 thereafter paid some or all of the assigned benefits to Patient 164 instead of  
28 Sovereign.

1        257. On information and belief: Patient 165 was a participant in or  
2 beneficiary of Defendant Machinists Plan during all times relevant to this  
3 complaint. Further, on information and belief:

4            a. With regard to the relevant welfare benefits implicated by this  
5 lawsuit: the Machinists Plan either (i) is insured by Washington Regence  
6 Blue and/or California Blue Cross or (ii) is self-insured and has entered into  
7 an agreement with Washington Regence Blue and/or California Blue Cross  
8 by which the Machinists Plan receives third party administrative services.

9            b. On or around September 4, 2014, Sovereign began providing  
10 mental health and/or drug addiction treatment to Patient 165, who validly  
11 assigned all claims arising as a result of Sovereign's services pursuant to the  
12 Machinists Plan.

13            c. Shortly thereafter, Sovereign submitted claims seeking  
14 reimbursement for these services to California Blue Cross or Washington  
15 Regence Blue on the industry-standard UB-04 form. Sovereign indicated  
16 that it was requesting that benefits be paid to it as an assignee by inserting  
17 the letter Y in the appropriate field (box 53) each time it submitted a claim.

18            d. California Blue Cross, Washington Regence Blue, and/or  
19 Machinists Plan thereafter paid some or all of the assigned benefits to  
20 Patient 165 instead of Sovereign.

21        258. On information and belief: Patient 166 was a participant in or  
22 beneficiary of Defendant Mueller Plan during all times relevant to this  
23 complaint. Further, on information and belief:

24            a. With regard to the relevant welfare benefits implicated by this  
25 lawsuit: the Mueller Plan either (i) is insured by Alabama Blue and/or  
26 California Blue Cross or (ii) is self-insured and has entered into an  
27 agreement with Alabama Blue and/or California Blue Cross by which the  
28 Mueller Plan receives third party administrative services.

1           b. On or around September 17, 2014, Sovereign began providing  
2 mental health and/or drug addiction treatment to Patient 166, who validly  
3 assigned all claims arising as a result of Sovereign's services pursuant to the  
4 Mueller Plan.

5           c. Shortly thereafter, Sovereign submitted claims seeking  
6 reimbursement for these services to California Blue Cross or Alabama Blue  
7 on the industry-standard UB-04 form. Sovereign indicated that it was  
8 requesting that benefits be paid to it as an assignee by inserting the letter Y  
9 in the appropriate field (box 53) each time it submitted a claim.

10          d. California Blue Cross, Alabama Blue, and/or Mueller Plan  
11 thereafter paid some or all of the assigned benefits to Patient 166 instead of  
12 Sovereign.

13          259. On information and belief: Patient 167 was a participant in or  
14 beneficiary of Defendant CNS Plan during all times relevant to this  
15 complaint. Further, on information and belief:

16           a. With regard to the relevant welfare benefits implicated by this  
17 lawsuit: the CNS Plan either (i) is insured by California Blue Cross or (ii) is  
18 self-insured and has entered into an agreement with California Blue Cross by  
19 which the CNS Plan receives third party administrative services.

20           b. On or around October 13, 2014, Sovereign began providing  
21 mental health and/or drug addiction treatment to Patient 167, who validly  
22 assigned all claims arising as a result of Sovereign's services pursuant to the  
23 CNS Plan.

24           c. Shortly thereafter, Sovereign submitted claims seeking  
25 reimbursement for these services to California Blue Cross on the industry-  
26 standard UB-04 form. Sovereign indicated that it was requesting that  
27 benefits be paid to it as an assignee by inserting the letter Y in the  
28 appropriate field (box 53) each time it submitted a claim.

1 d. California Blue Cross and/or CNS Plan thereafter paid some or  
2 all of the assigned benefits to Patient 167 instead of Sovereign.

3 260. On information and belief: Patient 168 was a participant in or  
4 beneficiary of Defendant Quest Plan during all times relevant to this  
5 complaint. Further, on information and belief:

6 a. With regard to the relevant welfare benefits implicated by this  
7 lawsuit: the Quest Plan either (i) is insured by New Jersey Blue and/or  
8 California Blue Cross or (ii) is self-insured and has entered into an  
9 agreement with New Jersey Blue and/or California Blue Cross by which the  
10 Quest Plan receives third party administrative services.

11 b. On or around March 19, 2014, Sovereign began providing  
12 mental health and/or drug addiction treatment to Patient 168, who validly  
13 assigned all claims arising as a result of Sovereign's services pursuant to the  
14 Quest Plan.

15 c. Shortly thereafter, Sovereign submitted claims seeking  
16 reimbursement for these services to California Blue Cross or New Jersey  
17 Blue on the industry-standard UB-04 form. Sovereign indicated that it was  
18 requesting that benefits be paid to it as an assignee by inserting the letter Y  
19 in the appropriate field (box 53) each time it submitted a claim.

20 d. California Blue Cross, New Jersey Blue, and/or Quest Plan  
21 thereafter paid some or all of the assigned benefits to Patient 168 instead of  
22 Sovereign.

23 261. On information and belief: Patient 169 was a participant in or  
24 beneficiary of Defendant Alliant Plan during all times relevant to this  
25 complaint. Further, on information and belief:

26 a. With regard to the relevant welfare benefits implicated by this  
27 lawsuit: the Alliant Plan either (i) is insured by California Blue Cross or (ii)

1 is self-insured and has entered into an agreement with California Blue Cross  
2 by which the Alliant Plan receives third party administrative services.

3 b. On or around July 17, 2014, Sovereign began providing mental  
4 health and/or drug addiction treatment to Patient 169, who validly assigned  
5 all claims arising as a result of Sovereign's services pursuant to the Alliant  
6 Plan.

7 c. Shortly thereafter, Sovereign submitted claims seeking  
8 reimbursement for these services to California Blue Cross on the industry-  
9 standard UB-04 form. Sovereign indicated that it was requesting that  
10 benefits be paid to it as an assignee by inserting the letter Y in the  
11 appropriate field (box 53) each time it submitted a claim.

12 d. California Blue Cross and/or Alliant Plan thereafter paid some  
13 or all of the assigned benefits to Patient 169 instead of Sovereign.

14 262. On information and belief: Patient 170 was a participant in or  
15 beneficiary of Defendant H.E. Butt Grocery Plan during all times relevant to this  
16 complaint. Further, on information and belief:

17 a. With regard to the relevant welfare benefits implicated by this  
18 lawsuit: the H.E. Butt Grocery Plan either (i) is insured by Texas Blue  
19 and/or California Blue Cross or (ii) is self-insured and has entered into an  
20 agreement with Texas Blue and/or California Blue Cross by which the H.E.  
21 Butt Grocery Plan receives third party administrative services.

22 b. On or around February 11, 2014, Sovereign began providing  
23 mental health and/or drug addiction treatment to Patient 170, who validly  
24 assigned all claims arising as a result of Sovereign's services pursuant to the  
25 H.E. Butt Grocery Plan.

26 c. Shortly thereafter, Sovereign submitted claims seeking  
27 reimbursement for these services to California Blue Cross or Texas Blue on  
28 the industry-standard UB-04 form. Sovereign indicated that it was



1 requesting that benefits be paid to it as an assignee by inserting the letter Y  
2 in the appropriate field (box 53) each time it submitted a claim.

3 d. California Blue Cross, Texas Blue, and/or H.E. Butt Grocery  
4 Plan thereafter paid some or all of the assigned benefits to Patient 170  
5 instead of Sovereign.

6 263. On information and belief: Patient 171 was a participant in or  
7 beneficiary of Defendant 3M Plan during all times relevant to this  
8 complaint. Further, on information and belief:

9 a. With regard to the relevant welfare benefits implicated by this  
10 lawsuit: the 3M Plan either (i) is insured by Minnesota Blue and/or  
11 California Blue Cross or (ii) is self-insured and has entered into an  
12 agreement with Minnesota Blue and/or California Blue Cross by which the  
13 3M Plan receives third party administrative services.

14 b. On or around January 17, 2013, Sovereign began providing  
15 mental health and/or drug addiction treatment to Patient 171, who validly  
16 assigned all claims arising as a result of Sovereign's services pursuant to the  
17 3M Plan.

18 c. Shortly thereafter, Sovereign submitted claims seeking  
19 reimbursement for these services to California Blue Cross or Minnesota  
20 Blue on the industry-standard UB-04 form. Sovereign indicated that it was  
21 requesting that benefits be paid to it as an assignee by inserting the letter Y  
22 in the appropriate field (box 53) each time it submitted a claim.

23 d. California Blue Cross, Minnesota Blue, and/or 3M Plan  
24 thereafter paid some or all of the assigned benefits to Patient 171 instead of  
25 Sovereign.

26 264. On information and belief: Patient 172 was a participant in or  
27 beneficiary of an unknown ERISA-governed welfare plan during all times relevant  
28 to this complaint. Further, on information and belief:

1           a. With regard to the relevant welfare benefits implicated by this  
2 lawsuit: Patient 172's plan either (i) is insured by Indiana Blue and/or  
3 California Blue Cross or (ii) is self-insured and has entered into an  
4 agreement with Indiana Blue and/or California Blue Cross by which the  
5 unknown plan receives third party administrative services.

6           b. On or around May 5 2014, Sovereign began providing mental  
7 health and/or drug addiction treatment to Patient 172, who validly assigned  
8 all claims arising as a result of Sovereign's services pursuant to the  
9 unknown plan.

10          c. Shortly thereafter, Sovereign submitted claims seeking  
11 reimbursement for these services to California Blue Cross or Indiana Blue  
12 on the industry-standard UB-04 form. Sovereign indicated that it was  
13 requesting that benefits be paid to it as an assignee by inserting the letter Y  
14 in the appropriate field (box 53) each time it submitted a claim.

15          d. California Blue Cross, Indiana Blue, and/or the unknown plan  
16 thereafter paid some or all of the assigned benefits to Patient 172 instead of  
17 Sovereign.

18          265. On information and belief: Patient 173 was a participant in or  
19 beneficiary of Defendant Publix Plan during all times relevant to this  
20 complaint. Further, on information and belief:

21           a. With regard to the relevant welfare benefits implicated by this  
22 lawsuit: the Publix Plan either (i) is insured by Florida Blue and/or  
23 California Blue Cross or (ii) is self-insured and has entered into an  
24 agreement with Florida Blue and/or California Blue Cross by which the  
25 Publix Plan receives third party administrative services.

26           b. On or around September 3, 2014, Sovereign began providing  
27 mental health and/or drug addiction treatment to Patient 173, who validly

1 assigned all claims arising as a result of Sovereign's services pursuant to the  
2 Publix Plan.

3 c. Shortly thereafter, Sovereign submitted claims seeking  
4 reimbursement for these services to California Blue Cross or Florida Blue on  
5 the industry-standard UB-04 form. Sovereign indicated that it was  
6 requesting that benefits be paid to it as an assignee by inserting the letter Y  
7 in the appropriate field (box 53) each time it submitted a claim.

8 d. California Blue Cross, Florida Blue, and/or Publix Plan  
9 thereafter paid some or all of the assigned benefits to Patient 173 instead of  
10 Sovereign.

11 266. On information and belief: Patient 174 was a participant in or  
12 beneficiary of Defendant CHS Group Plan during all times relevant to this  
13 complaint. Further, on information and belief:

14 a. With regard to the relevant welfare benefits implicated by this  
15 lawsuit: the CHS Group Plan either (i) is insured by Tennessee Blue and/or  
16 California Blue Cross or (ii) is self-insured and has entered into an  
17 agreement with Tennessee Blue and/or California Blue Cross by which the  
18 CHS Group Plan receives third party administrative services.

19 b. On or around November 1, 2013, Sovereign began providing  
20 mental health and/or drug addiction treatment to Patient 174, who validly  
21 assigned all claims arising as a result of Sovereign's services pursuant to the  
22 CHS Group Plan.

23 c. Shortly thereafter, Sovereign submitted claims seeking  
24 reimbursement for these services to California Blue Cross or Tennessee Blue  
25 on the industry-standard UB-04 form. Sovereign indicated that it was  
26 requesting that benefits be paid to it as an assignee by inserting the letter Y  
27 in the appropriate field (box 53) each time it submitted a claim.

1 d. California Blue Cross, Tennessee Blue, and/or CHS Group Plan  
2 thereafter paid some or all of the assigned benefits to Patient 174 instead of  
3 Sovereign.

4 267. On information and belief: Patient 175 was a participant in or  
5 beneficiary of Defendant USUI Plan during all times relevant to this  
6 complaint. Further, on information and belief:

7 a. With regard to the relevant welfare benefits implicated by this  
8 lawsuit: the USUI Plan either (i) is insured by Michigan Blue and/or  
9 California Blue Cross or (ii) is self-insured and has entered into an  
10 agreement with Michigan Blue and/or California Blue Cross by which the  
11 USUI Plan receives third party administrative services.

12 b. On or around September 15, 2014, Sovereign began providing  
13 mental health and/or drug addiction treatment to Patient 175, who validly  
14 assigned all claims arising as a result of Sovereign's services pursuant to the  
15 USUI Plan.

16 c. Shortly thereafter, Sovereign submitted claims seeking  
17 reimbursement for these services to California Blue Cross or Michigan Blue  
18 on the industry-standard UB-04 form. Sovereign indicated that it was  
19 requesting that benefits be paid to it as an assignee by inserting the letter Y  
20 in the appropriate field (box 53) each time it submitted a claim.

21 d. California Blue Cross, Michigan Blue, and/or USUI Plan  
22 thereafter paid some or all of the assigned benefits to Patient 175 instead of  
23 Sovereign.

24 268. On information and belief: Patient 176 was a participant in or  
25 beneficiary of Defendant Transport America Plan during all times relevant to this  
26 complaint. Further, on information and belief:

27 a. With regard to the relevant welfare benefits implicated by this  
28 lawsuit: the Transport America Plan either (i) is insured by Minnesota Blue

1 and/or California Blue Cross or (ii) is self-insured and has entered into an  
2 agreement with Minnesota Blue and/or California Blue Cross by which the  
3 Transport America Plan receives third party administrative services.

4 b. On or around April 11, 2014, Sovereign began providing  
5 mental health and/or drug addiction treatment to Patient 176, who validly  
6 assigned all claims arising as a result of Sovereign's services pursuant to the  
7 Transport America Plan.

8 c. Shortly thereafter, Sovereign submitted claims seeking  
9 reimbursement for these services to California Blue Cross or Minnesota  
10 Blue on the industry-standard UB-04 form. Sovereign indicated that it was  
11 requesting that benefits be paid to it as an assignee by inserting the letter Y  
12 in the appropriate field (box 53) each time it submitted a claim.

13 d. California Blue Cross, Minnesota Blue, and/or Transport  
14 America Plan thereafter paid some or all of the assigned benefits to Patient  
15 176 instead of Sovereign.

16 269. On information and belief: Patient 177 was a participant in or  
17 beneficiary of Defendant JENNMAR Plan during all times relevant to this  
18 complaint. Further, on information and belief:

19 a. With regard to the relevant welfare benefits implicated by this  
20 lawsuit: the JENNMAR Plan either (i) is insured by Western Pennsylvania  
21 Blue, Highmark, and/or California Blue Cross or (ii) is self-insured and has  
22 entered into an agreement with Western Pennsylvania Blue, Highmark,  
23 and/or California Blue Cross by which the JENNMAR Plan receives third  
24 party administrative services.

25 b. On or around July 18, 2014, Sovereign began providing mental  
26 health and/or drug addiction treatment to Patient 177, who validly assigned  
27 all claims arising as a result of Sovereign's services pursuant to the  
28 JENNMAR Plan.

1 c. Shortly thereafter, Sovereign submitted claims seeking  
2 reimbursement for these services to California Blue Cross, Western  
3 Pennsylvania Blue, or Highmark on the industry-standard UB-04 form.  
4 Sovereign indicated that it was requesting that benefits be paid to it as an  
5 assignee by inserting the letter Y in the appropriate field (box 53) each time  
6 it submitted a claim.

7 d. California Blue Cross, Western Pennsylvania Blue, Highmark,  
8 and/or JENNMAR Plan thereafter paid some or all of the assigned benefits  
9 to Patient 177 instead of Sovereign.

10 270. On information and belief: Patient 178 was a participant in or  
11 beneficiary of Defendant Fresenius Plan during all times relevant to this  
12 complaint. Further, on information and belief:

13 a. With regard to the relevant welfare benefits implicated by this  
14 lawsuit: the Fresenius Plan either (i) is insured by Massachusetts Blue and/or  
15 California Blue Cross or (ii) is self-insured and has entered into an  
16 agreement with by Massachusetts Blue and/or California Blue Cross by  
17 which the Fresenius Plan receives third party administrative services.

18 b. On or around September 24, 2014, Sovereign began providing  
19 mental health and/or drug addiction treatment to Patient 178, who validly  
20 assigned all claims arising as a result of Sovereign's services pursuant to the  
21 Fresenius Plan.

22 c. Shortly thereafter, Sovereign submitted claims seeking  
23 reimbursement for these services to California Blue Cross or by  
24 Massachusetts Blue on the industry-standard UB-04 form. Sovereign  
25 indicated that it was requesting that benefits be paid to it as an assignee by  
26 inserting the letter Y in the appropriate field (box 53) each time it submitted  
27 a claim.

1 d. California Blue Cross, by Massachusetts Blue, and/or Fresenius  
2 Plan thereafter paid some or all of the assigned benefits to Patient 178  
3 instead of Sovereign.

4 271. On information and belief: Patient 179 was a participant in or  
5 beneficiary of Defendant Steak N Shake Plan during all times relevant to this  
6 complaint. Further, on information and belief:

7 a. With regard to the relevant welfare benefits implicated by this  
8 lawsuit: the Steak N Shake Plan either (i) is insured by Indiana Blue and/or  
9 California Blue Cross or (ii) is self-insured and has entered into an  
10 agreement with Indiana Blue and/or California Blue Cross by which the  
11 Steak N Shake Plan receives third party administrative services.

12 b. On or around January 22, 2015, Sovereign began providing  
13 mental health and/or drug addiction treatment to Patient 179, who validly  
14 assigned all claims arising as a result of Sovereign's services pursuant to the  
15 Steak N Shake Plan.

16 c. Shortly thereafter, Sovereign submitted claims seeking  
17 reimbursement for these services to California Blue Cross or Indiana Blue  
18 on the industry-standard UB-04 form. Sovereign indicated that it was  
19 requesting that benefits be paid to it as an assignee by inserting the letter Y  
20 in the appropriate field (box 53) each time it submitted a claim.

21 d. California Blue Cross, Indiana Blue, and/or the Steak N Shake  
22 Plan thereafter paid some or all of the assigned benefits to Patient 179  
23 instead of Sovereign.

24 272. On information and belief: Patient 180 was a participant in or  
25 beneficiary of Defendant Schein Plan during all times relevant to this  
26 complaint. Further, on information and belief:

27 a. With regard to the relevant welfare benefits implicated by this  
28 lawsuit: the Schein Plan either (i) is insured by Massachusetts Blue and/or



1 California Blue Cross or (ii) is self-insured and has entered into an  
2 agreement with Massachusetts Blue and/or California Blue Cross by which  
3 the Schein Plan receives third party administrative services.

4 b. On or around March 10, 2015, Sovereign began providing  
5 mental health and/or drug addiction treatment to Patient 180, who validly  
6 assigned all claims arising as a result of Sovereign's services pursuant to the  
7 Schein Plan.

8 c. Shortly thereafter, Sovereign submitted claims seeking  
9 reimbursement for these services to California Blue Cross or Massachusetts  
10 Blue on the industry-standard UB-04 form. Sovereign indicated that it was  
11 requesting that benefits be paid to it as an assignee by inserting the letter Y  
12 in the appropriate field (box 53) each time it submitted a claim.

13 d. California Blue Cross, Massachusetts Blue, and/or the Schein  
14 Plan thereafter paid some or all of the assigned benefits to Patient 180  
15 instead of Sovereign.

16 273. On information and belief: Patient 181 was a participant in or  
17 beneficiary of Defendant Liberty Plan during all times relevant to this  
18 complaint. Further, on information and belief:

19 a. With regard to the relevant welfare benefits implicated by this  
20 lawsuit: the Liberty Plan either (i) is insured by Massachusetts Blue and/or  
21 California Blue Cross or (ii) is self-insured and has entered into an  
22 agreement with Massachusetts Blue and/or California Blue Cross by which  
23 the Liberty Plan receives third party administrative services.

24 b. On or around January 19, 2015, Sovereign began providing  
25 mental health and/or drug addiction treatment to Patient 181, who validly  
26 assigned all claims arising as a result of Sovereign's services pursuant to the  
27 Liberty Plan.

1 c. Shortly thereafter, Sovereign submitted claims seeking  
2 reimbursement for these services to California Blue Cross or Massachusetts  
3 Blue on the industry-standard UB-04 form. Sovereign indicated that it was  
4 requesting that benefits be paid to it as an assignee by inserting the letter Y  
5 in the appropriate field (box 53) each time it submitted a claim.

6 d. California Blue Cross, Massachusetts Blue, and/or the Liberty  
7 Plan thereafter paid some or all of the assigned benefits to Patient 181  
8 instead of Sovereign.

9 274. On information and belief: Patient 182 was a participant in or  
10 beneficiary of Defendant Corrections Corp. Plan during all times relevant to this  
11 complaint. Further, on information and belief:

12 a. With regard to the relevant welfare benefits implicated by this  
13 lawsuit: the Corrections Corp. Plan either (i) is insured by Tennessee Blue  
14 and/or California Blue Cross or (ii) is self-insured and has entered into an  
15 agreement with Tennessee Blue and/or California Blue Cross by which the  
16 Corrections Corp. Plan receives third party administrative services.

17 b. On or around March 5, 2015, Sovereign began providing  
18 mental health and/or drug addiction treatment to Patient 182, who validly  
19 assigned all claims arising as a result of Sovereign's services pursuant to the  
20 Corrections Corp. Plan.

21 c. Shortly thereafter, Sovereign submitted claims seeking  
22 reimbursement for these services to California Blue Cross or Tennessee Blue  
23 on the industry-standard UB-04 form. Sovereign indicated that it was  
24 requesting that benefits be paid to it as an assignee by inserting the letter Y  
25 in the appropriate field (box 53) each time it submitted a claim.

26 d. California Blue Cross, Tennessee Blue, and/or Corrections  
27 Corp. Plan thereafter paid some or all of the assigned benefits to Patient 182  
28 instead of Sovereign.

1        275. On information and belief: Patient 183 was a participant in or  
2 beneficiary of Defendant S.W. Shipyard Plan during all times relevant to this  
3 complaint. Further, on information and belief:

4            a. With regard to the relevant welfare benefits implicated by this  
5 lawsuit: the S.W. Shipyard Plan either (i) is insured by Texas Blue and/or  
6 California Blue Cross or (ii) is self-insured and has entered into an  
7 agreement with Texas Blue and/or California Blue Cross by which the S.W.  
8 Shipyard Plan receives third party administrative services.

9            b. On or around December 11, 2014, Sovereign began providing  
10 mental health and/or drug addiction treatment to Patient 183, who validly  
11 assigned all claims arising as a result of Sovereign's services pursuant to the  
12 S.W. Shipyard Plan.

13            c. Shortly thereafter, Sovereign submitted claims seeking  
14 reimbursement for these services to California Blue Cross or Texas Blue on  
15 the industry-standard UB-04 form. Sovereign indicated that it was  
16 requesting that benefits be paid to it as an assignee by inserting the letter Y  
17 in the appropriate field (box 53) each time it submitted a claim.

18            d. California Blue Cross, Texas Blue, and/or S.W. Shipyard Plan  
19 thereafter paid some or all of the assigned benefits to Patient 183 instead of  
20 Sovereign.

21        276. On information and belief: Patient 184 was a participant in or  
22 beneficiary of Defendant F5 Plan during all times relevant to this  
23 complaint. Further, on information and belief:

24            a. With regard to the relevant welfare benefits implicated by this  
25 lawsuit: the F5 Plan either (i) is insured by Washington Premera Blue and/or  
26 California Blue Cross or (ii) is self-insured and has entered into an  
27 agreement with Washington Premera Blue and/or California Blue Cross by  
28 which the F5 Plan receives third party administrative services.

1           b. On or around March 16, 2015, Sovereign began providing  
2 mental health and/or drug addiction treatment to Patient 184, who validly  
3 assigned all claims arising as a result of Sovereign's services pursuant to the  
4 F5 Plan.

5           c. Shortly thereafter, Sovereign submitted claims seeking  
6 reimbursement for these services to California Blue Cross or Washington  
7 Premiera Blue on the industry-standard UB-04 form. Sovereign indicated that  
8 it was requesting that benefits be paid to it as an assignee by inserting the  
9 letter Y in the appropriate field (box 53) each time it submitted a claim.

10          d. California Blue Cross, Washington Premiera Blue, and/or F5  
11 Plan thereafter paid some or all of the assigned benefits to Patient 184  
12 instead of Sovereign.

13          277. On information and belief: Patient 185 was a participant in or  
14 beneficiary of Defendant MDU Plan during all times relevant to this  
15 complaint. Further, on information and belief:

16           a. With regard to the relevant welfare benefits implicated by this  
17 lawsuit: the MDU Plan either (i) is insured by Minnesota Blue and/or  
18 California Blue Cross or (ii) is self-insured and has entered into an  
19 agreement with Minnesota Blue and/or California Blue Cross by which the  
20 MDU Plan receives third party administrative services.

21           b. On or around November 3, 2014, Sovereign began providing  
22 mental health and/or drug addiction treatment to Patient 185, who validly  
23 assigned all claims arising as a result of Sovereign's services pursuant to the  
24 MDU Plan.

25           c. Shortly thereafter, Sovereign submitted claims seeking  
26 reimbursement for these services to California Blue Cross or Minnesota  
27 Blue on the industry-standard UB-04 form. Sovereign indicated that it was

1 requesting that benefits be paid to it as an assignee by inserting the letter Y  
2 in the appropriate field (box 53) each time it submitted a claim.

3 d. California Blue Cross, Minnesota Blue, and/or MDU Plan  
4 thereafter paid some or all of the assigned benefits to Patient 185 instead of  
5 Sovereign.

6 278. On information and belief: Patient 186 was a participant in or  
7 beneficiary of an unknown ERISA-governed welfare plan during all times relevant  
8 to this complaint. Further, on information and belief:

9 a. With regard to the relevant welfare benefits implicated by this  
10 lawsuit: Patient 186's plan either (i) is insured by Washington Regence  
11 Blue and/or California Blue Cross or (ii) is self-insured and has entered into  
12 an agreement with Washington Regence Blue and/or California Blue Cross  
13 by which the unknown plan receives third party administrative services.

14 b. On or around May 4, 2015, Sovereign began providing mental  
15 health and/or drug addiction treatment to Patient 186, who validly assigned  
16 all claims arising as a result of Sovereign's services pursuant to the  
17 unknown plan.

18 c. Shortly thereafter, Sovereign submitted claims seeking  
19 reimbursement for these services to California Blue Cross or Washington  
20 Regence Blue on the industry-standard UB-04 form. Sovereign indicated  
21 that it was requesting that benefits be paid to it as an assignee by inserting  
22 the letter Y in the appropriate field (box 53) each time it submitted a claim.

23 d. California Blue Cross, Washington Regence Blue, and/or the  
24 unknown plan thereafter paid some or all of the assigned benefits to Patient  
25 186 instead of Sovereign.

26 279. On information and belief: Patient 187 was a participant in or  
27 beneficiary of Defendant General Mills Plan during all times relevant to this  
28 complaint. Further, on information and belief:

1           a. With regard to the relevant welfare benefits implicated by this  
2 lawsuit: the General Mills Plan either (i) is insured by Minnesota Blue  
3 and/or California Blue Cross or (ii) is self-insured and has entered into an  
4 agreement with Minnesota Blue and/or California Blue Cross by which the  
5 General Mills Plan receives third party administrative services.

6           b. On or around March 16, 2015, Sovereign began providing  
7 mental health and/or drug addiction treatment to Patient 187, who validly  
8 assigned all claims arising as a result of Sovereign's services pursuant to the  
9 General Mills Plan.

10          c. Shortly thereafter, Sovereign submitted claims seeking  
11 reimbursement for these services to California Blue Cross or Minnesota  
12 Blue on the industry-standard UB-04 form. Sovereign indicated that it was  
13 requesting that benefits be paid to it as an assignee by inserting the letter Y  
14 in the appropriate field (box 53) each time it submitted a claim.

15          d. California Blue Cross, Minnesota Blue, and/or General Mills  
16 Plan thereafter paid some or all of the assigned benefits to Patient 187  
17 instead of Sovereign.

18       280. On information and belief: Patient 188 was a participant in or  
19 beneficiary of Defendant Northrop Grumman Plan during all times relevant to this  
20 complaint. Further, on information and belief:

21           a. With regard to the relevant welfare benefits implicated by this  
22 lawsuit: the Northrop Grumman Plan either (i) is insured by California Blue  
23 Cross or (ii) is self-insured and has entered into an agreement with  
24 California Blue Cross by which the Northrop Grumman Plan receives third  
25 party administrative services.

26           b. On or around November 18, 2014, Sovereign began providing  
27 mental health and/or drug addiction treatment to Patient 188, who validly

1 assigned all claims arising as a result of Sovereign's services pursuant to the  
2 Northrop Grumman Plan.

3 c. Shortly thereafter, Sovereign submitted claims seeking  
4 reimbursement for these services to California Blue Cross on the industry-  
5 standard UB-04 form. Sovereign indicated that it was requesting that  
6 benefits be paid to it as an assignee by inserting the letter Y in the  
7 appropriate field (box 53) each time it submitted a claim.

8 d. California Blue Cross and/or Northrop Grumman Plan  
9 thereafter paid some or all of the assigned benefits to Patient 188 instead of  
10 Sovereign.

11 281. On information and belief: Patient 189 was a participant in or  
12 beneficiary of Defendant Sierra Nevada Plan during all times relevant to this  
13 complaint. Further, on information and belief:

14 a. With regard to the relevant welfare benefits implicated by this  
15 lawsuit: the Sierra Nevada Plan either (i) is insured by California Blue Cross  
16 or (ii) is self-insured and has entered into an agreement with California Blue  
17 Cross by which the Sierra Nevada Plan receives third party administrative  
18 services.

19 b. On or around January 22, 2015, Sovereign began providing  
20 mental health and/or drug addiction treatment to Patient 189, who validly  
21 assigned all claims arising as a result of Sovereign's services pursuant to the  
22 Sierra Nevada Plan.

23 c. Shortly thereafter, Sovereign submitted claims seeking  
24 reimbursement for these services to California Blue Cross on the industry-  
25 standard UB-04 form. Sovereign indicated that it was requesting that  
26 benefits be paid to it as an assignee by inserting the letter Y in the  
27 appropriate field (box 53) each time it submitted a claim.



1 d. California Blue Cross and/or Sierra Nevada Plan thereafter paid  
2 some or all of the assigned benefits to Patient 189 instead of Sovereign.

3 282. On information and belief: Patient 190 was a participant in or  
4 beneficiary of Defendant Rayonier Plan during all times relevant to this  
5 complaint. Further, on information and belief:

6 a. With regard to the relevant welfare benefits implicated by this  
7 lawsuit: the Rayonier Plan either (i) is insured by Florida Blue and/or  
8 California Blue Cross or (ii) is self-insured and has entered into an  
9 agreement with Florida Blue and/or California Blue Cross by which the  
10 Rayonier Plan receives third party administrative services.

11 b. On or around March 17, 2015, Sovereign began providing  
12 mental health and/or drug addiction treatment to Patient 190, who validly  
13 assigned all claims arising as a result of Sovereign's services pursuant to the  
14 Rayonier Plan.

15 c. Shortly thereafter, Sovereign submitted claims seeking  
16 reimbursement for these services to California Blue Cross or Florida Blue on  
17 the industry-standard UB-04 form. Sovereign indicated that it was  
18 requesting that benefits be paid to it as an assignee by inserting the letter Y  
19 in the appropriate field (box 53) each time it submitted a claim.

20 d. California Blue Cross, Florida Blue, and/or Rayonier Plan  
21 thereafter paid some or all of the assigned benefits to Patient 190 instead of  
22 Sovereign.

23 283. On information and belief: Patient 191 was a participant in or  
24 beneficiary of Defendant Ardent Plan during all times relevant to this  
25 complaint. Further, on information and belief:

26 a. With regard to the relevant welfare benefits implicated by this  
27 lawsuit: the Ardent Plan either (i) is insured by Oklahoma Blue and/or  
28 California Blue Cross or (ii) is self-insured and has entered into an

1 agreement with Oklahoma Blue and/or California Blue Cross by which the  
2 Ardent Plan receives third party administrative services.

3 b. On or around April 24, 2015, Sovereign began providing  
4 mental health and/or drug addiction treatment to Patient 191, who validly  
5 assigned all claims arising as a result of Sovereign's services pursuant to the  
6 Ardent Plan.

7 c. Shortly thereafter, Sovereign submitted claims seeking  
8 reimbursement for these services to California Blue Cross or Oklahoma Blue  
9 on the industry-standard UB-04 form. Sovereign indicated that it was  
10 requesting that benefits be paid to it as an assignee by inserting the letter Y  
11 in the appropriate field (box 53) each time it submitted a claim.

12 d. California Blue Cross, Oklahoma Blue, and/or Ardent Plan  
13 thereafter paid some or all of the assigned benefits to Patient 191 instead of  
14 Sovereign.

15 284. On information and belief: Patient 192 was a participant in or  
16 beneficiary of Defendant NHS Plan during all times relevant to this  
17 complaint. Further, on information and belief:

18 a. With regard to the relevant welfare benefits implicated by this  
19 lawsuit: the NHS Plan either (i) is insured by Philadelphia Blue and/or  
20 California Blue Cross or (ii) is self-insured and has entered into an  
21 agreement with Philadelphia Blue and/or California Blue Cross by which the  
22 NHS Plan receives third party administrative services.

23 b. On or around September 17, 2014, Sovereign began providing  
24 mental health and/or drug addiction treatment to Patient 192, who validly  
25 assigned all claims arising as a result of Sovereign's services pursuant to the  
26 NHS Plan.

27 c. Shortly thereafter, Sovereign submitted claims seeking  
28 reimbursement for these services to California Blue Cross or Philadelphia

1 Blue on the industry-standard UB-04 form. Sovereign indicated that it was  
2 requesting that benefits be paid to it as an assignee by inserting the letter Y  
3 in the appropriate field (box 53) each time it submitted a claim.

4 d. California Blue Cross, Philadelphia Blue, and/or NHS Plan  
5 thereafter paid some or all of the assigned benefits to Patient 192 instead of  
6 Sovereign.

7 285. On information and belief: Patient 193 was a participant in or  
8 beneficiary of Defendant Ferguson Plan during all times relevant to this  
9 complaint. Further, on information and belief:

10 a. With regard to the relevant welfare benefits implicated by this  
11 lawsuit: the Ferguson Plan either (i) is insured by Virginia Blue and/or  
12 California Blue Cross or (ii) is self-insured and has entered into an  
13 agreement with Virginia Blue and/or California Blue Cross by which the  
14 Ferguson Plan receives third party administrative services.

15 b. On or around August 22, 2014, Sovereign began providing  
16 mental health and/or drug addiction treatment to Patient 193, who validly  
17 assigned all claims arising as a result of Sovereign's services pursuant to the  
18 Ferguson Plan.

19 c. Shortly thereafter, Sovereign submitted claims seeking  
20 reimbursement for these services to California Blue Cross or Virginia Blue  
21 on the industry-standard UB-04 form. Sovereign indicated that it was  
22 requesting that benefits be paid to it as an assignee by inserting the letter Y  
23 in the appropriate field (box 53) each time it submitted a claim.

24 d. California Blue Cross, Virginia Blue, and/or Ferguson Plan  
25 thereafter paid some or all of the assigned benefits to Patient 193 instead of  
26 Sovereign.

1       286. On information and belief: Patient 194 was a participant in or  
2 beneficiary of Defendant Hartford Plan during all times relevant to this  
3 complaint. Further, on information and belief:

4           a. With regard to the relevant welfare benefits implicated by this  
5 lawsuit: the Hartford Plan either (i) is insured by Indiana Blue and/or  
6 California Blue Cross or (ii) is self-insured and has entered into an  
7 agreement with Indiana Blue and/or California Blue Cross by which the  
8 Hartford Plan receives third party administrative services.

9           b. On or around May 14, 2015, Sovereign began providing mental  
10 health and/or drug addiction treatment to Patient 194, who validly assigned  
11 all claims arising as a result of Sovereign's services pursuant to the Hartford  
12 Plan.

13           c. Shortly thereafter, Sovereign submitted claims seeking  
14 reimbursement for these services to California Blue Cross or Indiana Blue  
15 on the industry-standard UB-04 form. Sovereign indicated that it was  
16 requesting that benefits be paid to it as an assignee by inserting the letter Y  
17 in the appropriate field (box 53) each time it submitted a claim.

18           d. California Blue Cross, Indiana Blue, and/or Hartford Plan  
19 thereafter paid some or all of the assigned benefits to Patient 194 instead of  
20 Sovereign.

21       287. On information and belief: Patient 195 was a participant in or  
22 beneficiary of Defendant Bloomberg Plan during all times relevant to this  
23 complaint. Further, on information and belief:

24           a. With regard to the relevant welfare benefits implicated by this  
25 lawsuit: the Bloomberg Plan either (i) is insured by New York Empire Blue  
26 and/or California Blue Cross or (ii) is self-insured and has entered into an  
27 agreement with New York Empire Blue and/or California Blue Cross by  
28 which the Bloomberg Plan receives third party administrative services.

1           b. On or around November 20, 2014, Sovereign began providing  
2 mental health and/or drug addiction treatment to Patient 195, who validly  
3 assigned all claims arising as a result of Sovereign's services pursuant to the  
4 Bloomberg Plan.

5           c. Shortly thereafter, Sovereign submitted claims seeking  
6 reimbursement for these services to California Blue Cross or New York  
7 Empire Blue on the industry-standard UB-04 form. Sovereign indicated that  
8 it was requesting that benefits be paid to it as an assignee by inserting the  
9 letter Y in the appropriate field (box 53) each time it submitted a claim.

10          d. California Blue Cross, New York Empire Blue, and/or  
11 Bloomberg Plan thereafter paid some or all of the assigned benefits to  
12 Patient 195 instead of Sovereign.

13          288. On information and belief: Patient 196 was a participant in or  
14 beneficiary of Defendant MOE Fund Retiree Plan during all times relevant to this  
15 complaint. Further, on information and belief:

16          a. With regard to the relevant welfare benefits implicated by this  
17 lawsuit: the MOE Fund Retiree Plan either (i) is insured by Illinois Blue  
18 and/or California Blue Cross or (ii) is self-insured and has entered into an  
19 agreement with Illinois Blue and/or California Blue Cross by which the  
20 MOE Fund Retiree Plan receives third party administrative services.

21          b. On or around October 23, 2014, Sovereign began providing  
22 mental health and/or drug addiction treatment to Patient 196, who validly  
23 assigned all claims arising as a result of Sovereign's services pursuant to the  
24 MOE Fund Retiree Plan.

25          c. Shortly thereafter, Sovereign submitted claims seeking  
26 reimbursement for these services to California Blue Cross or Illinois Blue on  
27 the industry-standard UB-04 form. Sovereign indicated that it was

1 requesting that benefits be paid to it as an assignee by inserting the letter Y  
2 in the appropriate field (box 53) each time it submitted a claim.

3 d. California Blue Cross, Illinois Blue, and/or MOE Fund Retiree  
4 Plan thereafter paid some or all of the assigned benefits to Patient 196  
5 instead of Sovereign.

6 289. On information and belief: Patient 197 was a participant in or  
7 beneficiary of Defendant Sallie Mae Plan during all times relevant to this  
8 complaint. Further, on information and belief:

9 a. With regard to the relevant welfare benefits implicated by this  
10 lawsuit: the Sallie Mae Plan either (i) is insured by Delaware Blue and/or  
11 California Blue Cross or (ii) is self-insured and has entered into an  
12 agreement with Delaware Blue and/or California Blue Cross by which the  
13 Sallie Mae Plan receives third party administrative services.

14 b. On or around January 16, 2015, Sovereign began providing  
15 mental health and/or drug addiction treatment to Patient 197, who validly  
16 assigned all claims arising as a result of Sovereign's services pursuant to the  
17 Sallie Mae Plan.

18 c. Shortly thereafter, Sovereign submitted claims seeking  
19 reimbursement for these services to California Blue Cross or Delaware Blue  
20 on the industry-standard UB-04 form. Sovereign indicated that it was  
21 requesting that benefits be paid to it as an assignee by inserting the letter Y  
22 in the appropriate field (box 53) each time it submitted a claim.

23 d. California Blue Cross, Delaware Blue, and/or Sallie Mae Plan  
24 thereafter paid some or all of the assigned benefits to Patient 197 instead of  
25 Sovereign.

26 290. On information and belief: Patient 198 was a participant in or  
27 beneficiary of Defendant Ensco Plan during all times relevant to this  
28 complaint. Further, on information and belief:

1           a. With regard to the relevant welfare benefits implicated by this  
2 lawsuit: the Ensco Plan either (i) is insured by Texas Blue and/or California  
3 Blue Cross or (ii) is self-insured and has entered into an agreement with  
4 Texas Blue and/or California Blue Cross by which the Ensco Plan receives  
5 third party administrative services.

6           b. On or around March 27, 2015, Sovereign began providing  
7 mental health and/or drug addiction treatment to Patient 198, who validly  
8 assigned all claims arising as a result of Sovereign's services pursuant to the  
9 Ensco Plan.

10           c. Shortly thereafter, Sovereign submitted claims seeking  
11 reimbursement for these services to California Blue Cross or Texas Blue on  
12 the industry-standard UB-04 form. Sovereign indicated that it was  
13 requesting that benefits be paid to it as an assignee by inserting the letter Y  
14 in the appropriate field (box 53) each time it submitted a claim.

15           d. California Blue Cross, Texas Blue, and/or Ensco Plan thereafter  
16 paid some or all of the assigned benefits to Patient 198 instead of Sovereign.

17       291. On information and belief: Patient 199 was a participant in or  
18 beneficiary of Defendant Metal-Matic Plan during all times relevant to this  
19 complaint. Further, on information and belief:

20           a. With regard to the relevant welfare benefits implicated by this  
21 lawsuit: the Metal-Matic Plan either (i) is insured by Minnesota Blue and/or  
22 California Blue Cross or (ii) is self-insured and has entered into an  
23 agreement with Minnesota Blue and/or California Blue Cross by which the  
24 Metal-Matic Plan receives third party administrative services.

25           b. On or around February 23, 2015, Sovereign began providing  
26 mental health and/or drug addiction treatment to Patient 199, who validly  
27 assigned all claims arising as a result of Sovereign's services pursuant to the  
28 Metal-Matic Plan.



1 c. Shortly thereafter, Sovereign submitted claims seeking  
2 reimbursement for these services to California Blue Cross or Minnesota  
3 Blue on the industry-standard UB-04 form. Sovereign indicated that it was  
4 requesting that benefits be paid to it as an assignee by inserting the letter Y  
5 in the appropriate field (box 53) each time it submitted a claim.

6 d. California Blue Cross, Minnesota Blue, and/or Metal-Matic  
7 Plan thereafter paid some or all of the assigned benefits to Patient 199  
8 instead of Sovereign.

9 292. On information and belief: Patient 200 was a participant in or  
10 beneficiary of Defendant Publix Plan during all times relevant to this  
11 complaint. Further, on information and belief:

12 a. With regard to the relevant welfare benefits implicated by this  
13 lawsuit: the Publix Plan either (i) is insured by Florida Blue and/or  
14 California Blue Cross or (ii) is self-insured and has entered into an  
15 agreement with Florida Blue and/or California Blue Cross by which the  
16 Publix Plan receives third party administrative services.

17 b. On or around March 23, 2015, Sovereign began providing  
18 mental health and/or drug addiction treatment to Patient 200, who validly  
19 assigned all claims arising as a result of Sovereign's services pursuant to the  
20 Publix Plan.

21 c. Shortly thereafter, Sovereign submitted claims seeking  
22 reimbursement for these services to California Blue Cross or Florida Blue on  
23 the industry-standard UB-04 form. Sovereign indicated that it was  
24 requesting that benefits be paid to it as an assignee by inserting the letter Y  
25 in the appropriate field (box 53) each time it submitted a claim.

26 d. California Blue Cross, Florida Blue, and/or Publix Plan  
27 thereafter paid some or all of the assigned benefits to Patient 200 instead of  
28 Sovereign.

1       293. On information and belief: Patient 201 was a participant in or  
2 beneficiary of Defendant TriNet Plan during all times relevant to this  
3 complaint. Further, on information and belief:

4           a. With regard to the relevant welfare benefits implicated by this  
5 lawsuit: the TriNet Plan either (i) is insured by California Blue Shield or (ii)  
6 is self-insured and has entered into an agreement with California Blue Shield  
7 by which the TriNet Plan receives third party administrative services.

8           b. On or around September 10, 2014, Sovereign began providing  
9 mental health and/or drug addiction treatment to Patient 201, who validly  
10 assigned all claims arising as a result of Sovereign's services pursuant to the  
11 TriNet Plan.

12           c. Shortly thereafter, Sovereign submitted claims seeking  
13 reimbursement for these services to California Blue Shield on the industry-  
14 standard UB-04 form. Sovereign indicated that it was requesting that  
15 benefits be paid to it as an assignee by inserting the letter Y in the  
16 appropriate field (box 53) each time it submitted a claim.

17           d. California Blue Shield and/or TriNet Plan thereafter paid some  
18 or all of the assigned benefits to Patient 201 instead of Sovereign.

19       294. On information and belief: Patient 202 was a participant in or  
20 beneficiary of an unknown ERISA-governed welfare plan during all times relevant  
21 to this complaint. Further, on information and belief:

22           a. With regard to the relevant welfare benefits implicated by this  
23 lawsuit: Patient 202's plan either (i) is insured by Kansas Blue and/or  
24 California Blue Cross or (ii) is self-insured and has entered into an  
25 agreement with Kansas Blue and/or California Blue Cross by which the  
26 unknown plan receives third party administrative services.

27           b. On or around February 6, 2015, Sovereign began providing  
28 mental health and/or drug addiction treatment to Patient 202, who validly

1 assigned all claims arising as a result of Sovereign's services pursuant to  
2 the unknown plan.

3 c. Shortly thereafter, Sovereign submitted claims seeking  
4 reimbursement for these services to California Blue Cross or Kansas Blue  
5 on the industry-standard UB-04 form. Sovereign indicated that it was  
6 requesting that benefits be paid to it as an assignee by inserting the letter Y  
7 in the appropriate field (box 53) each time it submitted a claim.

8 d. California Blue Cross, Kansas Blue, and/or the unknown plan  
9 thereafter paid some or all of the assigned benefits to Patient 202 instead of  
10 Sovereign.

11 295. On information and belief: Patient 203 was a participant in or  
12 beneficiary of Defendant Ascension Plan during all times relevant to this  
13 complaint. Further, on information and belief:

14 a. With regard to the relevant welfare benefits implicated by this  
15 lawsuit: the Ascension Plan either (i) is insured by Michigan Blue and/or  
16 California Blue Cross or (ii) is self-insured and has entered into an  
17 agreement with Michigan Blue and/or California Blue Cross by which the  
18 Ascension Plan receives third party administrative services.

19 b. On or around October 15, 2015, Sovereign began providing  
20 mental health and/or drug addiction treatment to Patient 203, who validly  
21 assigned all claims arising as a result of Sovereign's services pursuant to the  
22 Ascension Plan.

23 c. Shortly thereafter, Sovereign submitted claims seeking  
24 reimbursement for these services to California Blue Cross or Michigan Blue  
25 on the industry-standard UB-04 form. Sovereign indicated that it was  
26 requesting that benefits be paid to it as an assignee by inserting the letter Y  
27 in the appropriate field (box 53) each time it submitted a claim.

1 d. California Blue Cross, Michigan Blue, and/or Ascension Plan  
2 thereafter paid some or all of the assigned benefits to Patient 203 instead of  
3 Sovereign.

4 296. On information and belief: Patient 204 was a participant in or  
5 beneficiary of Defendant Medtronic Plan during all times relevant to this  
6 complaint. Further, on information and belief:

7 a. With regard to the relevant welfare benefits implicated by this  
8 lawsuit: the Medtronic Plan either (i) is insured by Minnesota Blue and/or  
9 California Blue Cross or (ii) is self-insured and has entered into an  
10 agreement with Minnesota Blue and/or California Blue Cross by which the  
11 Medtronic Plan receives third party administrative services.

12 b. On or around January 13, 2015, Sovereign began providing  
13 mental health and/or drug addiction treatment to Patient 204, who validly  
14 assigned all claims arising as a result of Sovereign's services pursuant to the  
15 Medtronic Plan.

16 c. Shortly thereafter, Sovereign submitted claims seeking  
17 reimbursement for these services to California Blue Cross or Minnesota  
18 Blue on the industry-standard UB-04 form. Sovereign indicated that it was  
19 requesting that benefits be paid to it as an assignee by inserting the letter Y  
20 in the appropriate field (box 53) each time it submitted a claim.

21 d. California Blue Cross, Minnesota Blue, and/or Medtronic Plan  
22 thereafter paid some or all of the assigned benefits to Patient 204 instead of  
23 Sovereign.

24 297. On information and belief: Patient 205 was a participant in or  
25 beneficiary of Defendant NECA/IBEW Plan during all times relevant to this  
26 complaint. Further, on information and belief:

27 a. With regard to the relevant welfare benefits implicated by this  
28 lawsuit: the NECA/IBEW Plan either (i) is insured by Georgia Blue and/or

1 California Blue Cross or (ii) is self-insured and has entered into an  
2 agreement with Georgia Blue and/or California Blue Cross by which the  
3 NECA/IBEW Plan receives third party administrative services.

4 b. On or around May 5, 2015, Sovereign began providing mental  
5 health and/or drug addiction treatment to Patient 205, who validly assigned  
6 all claims arising as a result of Sovereign's services pursuant to the  
7 NECA/IBEW Plan.

8 c. Shortly thereafter, Sovereign submitted claims seeking  
9 reimbursement for these services to California Blue Cross or Georgia Blue  
10 on the industry-standard UB-04 form. Sovereign indicated that it was  
11 requesting that benefits be paid to it as an assignee by inserting the letter Y  
12 in the appropriate field (box 53) each time it submitted a claim.

13 d. California Blue Cross, Georgia Blue, and/or NECA/IBEW Plan  
14 thereafter paid some or all of the assigned benefits to Patient 205 instead of  
15 Sovereign.

16 298. On information and belief: Patient 206 was a participant in or  
17 beneficiary of Defendant Fudge Plan during all times relevant to this  
18 complaint. Further, on information and belief:

19 a. With regard to the relevant welfare benefits implicated by this  
20 lawsuit: the Fudge Plan either (i) is insured by Oklahoma Blue and/or  
21 California Blue Cross or (ii) is self-insured and has entered into an  
22 agreement with Oklahoma Blue and/or California Blue Cross by which the  
23 Fudge Plan receives third party administrative services.

24 b. On or around April 3, 2015, Sovereign began providing mental  
25 health and/or drug addiction treatment to Patient 206, who validly assigned  
26 all claims arising as a result of Sovereign's services pursuant to the Fudge  
27 Plan.

1 c. Shortly thereafter, Sovereign submitted claims seeking  
2 reimbursement for these services to California Blue Cross or Oklahoma Blue  
3 on the industry-standard UB-04 form. Sovereign indicated that it was  
4 requesting that benefits be paid to it as an assignee by inserting the letter Y  
5 in the appropriate field (box 53) each time it submitted a claim.

6 d. California Blue Cross, Oklahoma Blue, and/or Fudge Plan  
7 thereafter paid some or all of the assigned benefits to Patient 206 instead of  
8 Sovereign.

9 299. On information and belief: Patient 207 was a participant in or  
10 beneficiary of an unknown ERISA-governed welfare plan during all times relevant  
11 to this complaint. Further, on information and belief:

12 a. With regard to the relevant welfare benefits implicated by this  
13 lawsuit: Patient 207's plan either (i) is insured by New York Excellus Blue  
14 and/or California Blue Cross or (ii) is self-insured and has entered into an  
15 agreement with New York Excellus Blue and/or California Blue Cross by  
16 which the unknown plan receives third party administrative services.

17 b. On or around March 18, 2015, Sovereign began providing  
18 mental health and/or drug addiction treatment to Patient 207, who validly  
19 assigned all claims arising as a result of Sovereign's services pursuant to  
20 the unknown plan.

21 c. Shortly thereafter, Sovereign submitted claims seeking  
22 reimbursement for these services to California Blue Cross or New York  
23 Excellus Blue on the industry-standard UB-04 form. Sovereign indicated  
24 that it was requesting that benefits be paid to it as an assignee by inserting  
25 the letter Y in the appropriate field (box 53) each time it submitted a claim.

26 d. California Blue Cross, New York Excellus Blue, and/or the  
27 unknown plan thereafter paid some or all of the assigned benefits to Patient  
28 207 instead of Sovereign.

1       300. On information and belief: Patient 208 was a participant in or  
2 beneficiary of an unknown ERISA-governed welfare plan during all times relevant  
3 to this complaint. Further, on information and belief:

4           a. With regard to the relevant welfare benefits implicated by this  
5 lawsuit: Patient 208's plan either (i) is insured by Montana Blue and/or  
6 California Blue Cross or (ii) is self-insured and has entered into an  
7 agreement with Montana Blue and/or California Blue Cross by which the  
8 unknown plan receives third party administrative services.

9           b. On or around December 30, 2014, Sovereign began providing  
10 mental health and/or drug addiction treatment to Patient 208, who validly  
11 assigned all claims arising as a result of Sovereign's services pursuant to  
12 the unknown plan.

13           c. Shortly thereafter, Sovereign submitted claims seeking  
14 reimbursement for these services to California Blue Cross or Montana Blue  
15 on the industry-standard UB-04 form. Sovereign indicated that it was  
16 requesting that benefits be paid to it as an assignee by inserting the letter Y  
17 in the appropriate field (box 53) each time it submitted a claim.

18           d. California Blue Cross, Montana Blue, and/or the unknown plan  
19 thereafter paid some or all of the assigned benefits to Patient 208 instead of  
20 Sovereign.

21       301. On information and belief: Patient 209 was a participant in or  
22 beneficiary of Defendant Gentiva Plan during all times relevant to this  
23 complaint. Further, on information and belief:

24           a. With regard to the relevant welfare benefits implicated by this  
25 lawsuit: the Gentiva Plan either (i) is insured by Georgia Blue and/or  
26 California Blue Cross or (ii) is self-insured and has entered into an  
27 agreement with Georgia Blue and/or California Blue Cross by which the  
28 Gentiva Plan receives third party administrative services.



1           b.     On or around May 28, 2015, Sovereign began providing mental  
2 health and/or drug addiction treatment to Patient 209, who validly assigned  
3 all claims arising as a result of Sovereign's services pursuant to the Gentiva  
4 Plan.

5           c.     Shortly thereafter, Sovereign submitted claims seeking  
6 reimbursement for these services to California Blue Cross or Georgia Blue  
7 on the industry-standard UB-04 form. Sovereign indicated that it was  
8 requesting that benefits be paid to it as an assignee by inserting the letter Y  
9 in the appropriate field (box 53) each time it submitted a claim.

10          d.     California Blue Cross, Georgia Blue, and/or Gentiva Plan  
11 thereafter paid some or all of the assigned benefits to Patient 209 instead of  
12 Sovereign.

13       302. On information and belief: Patient 210 was a participant in or  
14 beneficiary of Defendant eHealth Plan during all times relevant to this  
15 complaint. Further, on information and belief:

16          a.     With regard to the relevant welfare benefits implicated by this  
17 lawsuit: the eHealth Plan either (i) is insured by California Blue Cross or (ii)  
18 is self-insured and has entered into an agreement with California Blue Cross  
19 by which the eHealth Plan receives third party administrative services.

20          b.     On or around January 24, 2015, Sovereign began providing  
21 mental health and/or drug addiction treatment to Patient 210, who validly  
22 assigned all claims arising as a result of Sovereign's services pursuant to the  
eHealth Plan.

23          c.     Shortly thereafter, Sovereign submitted claims seeking  
24 reimbursement for these services to California Blue Cross on the industry-  
25 standard UB-04 form. Sovereign indicated that it was requesting that  
26 benefits be paid to it as an assignee by inserting the letter Y in the  
27 appropriate field (box 53) each time it submitted a claim.

1 d. California Blue Cross and/or eHealth Plan thereafter paid some  
2 or all of the assigned benefits to Patient 210 instead of Sovereign.

3 303. On information and belief: Patient 211 was a participant in or  
4 beneficiary of Defendant Fastrac Plan during all times relevant to this  
5 complaint. Further, on information and belief:

6 a. With regard to the relevant welfare benefits implicated by this  
7 lawsuit: the Fastrac Plan either (i) is insured by New York Excellus Blue  
8 and/or California Blue Cross or (ii) is self-insured and has entered into an  
9 agreement with New York Excellus Blue and/or California Blue Cross by  
10 which the Fastrac Plan receives third party administrative services.

11 b. On or around November 7, 2014, Sovereign began providing  
12 mental health and/or drug addiction treatment to Patient 211, who validly  
13 assigned all claims arising as a result of Sovereign's services pursuant to the  
14 Fastrac Plan.

15 c. Shortly thereafter, Sovereign submitted claims seeking  
16 reimbursement for these services to California Blue Cross or New York  
17 Excellus Blue on the industry-standard UB-04 form. Sovereign indicated  
18 that it was requesting that benefits be paid to it as an assignee by inserting  
19 the letter Y in the appropriate field (box 53) each time it submitted a claim.

20 d. California Blue Cross, New York Excellus Blue, and/or Fastrac  
21 Plan thereafter paid some or all of the assigned benefits to Patient 211  
22 instead of Sovereign.

23 304. On information and belief: Patient 212 was a participant in or  
24 beneficiary of Defendant Martin Marietta Plan during all times relevant to this  
25 complaint. Further, on information and belief:

26 a. With regard to the relevant welfare benefits implicated by this  
27 lawsuit: the Martin Marietta Plan either (i) is insured by North Carolina Blue  
28 and/or California Blue Cross or (ii) is self-insured and has entered into an

1 agreement with North Carolina Blue and/or California Blue Cross by which  
2 the Martin Marietta Plan receives third party administrative services.

3 b. On or around February 10, 2015, Sovereign began providing  
4 mental health and/or drug addiction treatment to Patient 212, who validly  
5 assigned all claims arising as a result of Sovereign's services pursuant to the  
6 Martin Marietta Plan.

7 c. Shortly thereafter, Sovereign submitted claims seeking  
8 reimbursement for these services to California Blue Cross or North Carolina  
9 Blue on the industry-standard UB-04 form. Sovereign indicated that it was  
10 requesting that benefits be paid to it as an assignee by inserting the letter Y  
11 in the appropriate field (box 53) each time it submitted a claim.

12 d. California Blue Cross, North Carolina Blue, and/or Martin  
13 Marietta Plan thereafter paid some or all of the assigned benefits to Patient  
14 212 instead of Sovereign.

15 305. On information and belief: Patient 213 was a participant in or  
16 beneficiary of Defendant Sacred Heart Plan during all times relevant to this  
17 complaint. Further, on information and belief:

18 a. With regard to the relevant welfare benefits implicated by this  
19 lawsuit: the Sacred Heart Plan either (i) is insured by Connecticut Blue  
20 and/or California Blue Cross or (ii) is self-insured and has entered into an  
21 agreement with Connecticut Blue and/or California Blue Cross by which the  
22 Sacred Heart Plan receives third party administrative services.

23 b. On or around April 28, 2015, Sovereign began providing  
24 mental health and/or drug addiction treatment to Patient 213, who validly  
25 assigned all claims arising as a result of Sovereign's services pursuant to the  
26 Sacred Heart Plan.

27 c. Shortly thereafter, Sovereign submitted claims seeking  
28 reimbursement for these services to California Blue Cross or Connecticut

1 Blue on the industry-standard UB-04 form. Sovereign indicated that it was  
2 requesting that benefits be paid to it as an assignee by inserting the letter Y  
3 in the appropriate field (box 53) each time it submitted a claim.

4 d. California Blue Cross, Connecticut Blue, and/or Sacred Heart  
5 Plan thereafter paid some or all of the assigned benefits to Patient 213  
6 instead of Sovereign.

7 306. On information and belief: Patient 214 was a participant in or  
8 beneficiary of Defendant Pioneer Energy Plan during all times relevant to this  
9 complaint. Further, on information and belief:

10 a. With regard to the relevant welfare benefits implicated by this  
11 lawsuit: the Pioneer Energy Plan either (i) is insured by Texas Blue and/or  
12 California Blue Cross or (ii) is self-insured and has entered into an  
13 agreement with Texas Blue and/or California Blue Cross by which the  
14 Pioneer Energy Plan receives third party administrative services.

15 b. On or around September 18, 2014, Sovereign began providing  
16 mental health and/or drug addiction treatment to Patient 214, who validly  
17 assigned all claims arising as a result of Sovereign's services pursuant to the  
18 Pioneer Energy Plan.

19 c. Shortly thereafter, Sovereign submitted claims seeking  
20 reimbursement for these services to California Blue Cross or Texas Blue on  
21 the industry-standard UB-04 form. Sovereign indicated that it was  
22 requesting that benefits be paid to it as an assignee by inserting the letter Y  
23 in the appropriate field (box 53) each time it submitted a claim.

24 d. California Blue Cross, Texas Blue, and/or Pioneer Energy Plan  
25 thereafter paid some or all of the assigned benefits to Patient 214 instead of  
26 Sovereign.

1       307. On information and belief: Patient 215 was a participant in or  
2 beneficiary of Defendant Kroger Plan during all times relevant to this  
3 complaint. Further, on information and belief:

4           a. With regard to the relevant welfare benefits implicated by this  
5 lawsuit: the Kroger Plan either (i) is insured by Ohio Blue and/or California  
6 Blue Cross or (ii) is self-insured and has entered into an agreement with  
7 Ohio Blue and/or California Blue Cross by which the Kroger Plan receives  
8 third party administrative services.

9           b. On or around May 19, 2015, Sovereign began providing mental  
10 health and/or drug addiction treatment to Patient 215, who validly assigned  
11 all claims arising as a result of Sovereign's services pursuant to the Kroger  
12 Plan.

13           c. Shortly thereafter, Sovereign submitted claims seeking  
14 reimbursement for these services to California Blue Cross or Ohio Blue on  
15 the industry-standard UB-04 form. Sovereign indicated that it was  
16 requesting that benefits be paid to it as an assignee by inserting the letter Y  
17 in the appropriate field (box 53) each time it submitted a claim.

18           d. California Blue Cross, Ohio Blue, and/or Kroger Plan thereafter  
19 paid some or all of the assigned benefits to Patient 215 instead of Sovereign.

20       308. On information and belief: Patient 216 was a participant in or  
21 beneficiary of an unknown ERISA-governed welfare plan during all times relevant  
22 to this complaint. Further, on information and belief:

23           a. With regard to the relevant welfare benefits implicated by this  
24 lawsuit: Patient 216's plan either (i) is insured by Washington Regence  
25 Blue and/or California Blue Cross or (ii) is self-insured and has entered into  
26 an agreement with Washington Regence Blue and/or California Blue Cross  
27 by which the unknown plan receives third party administrative services.

1           b. On or around January 27, 2015, Sovereign began providing  
2 mental health and/or drug addiction treatment to Patient 216, who validly  
3 assigned all claims arising as a result of Sovereign's services pursuant to  
4 the unknown plan.

5           c. Shortly thereafter, Sovereign submitted claims seeking  
6 reimbursement for these services to California Blue Cross or Washington  
7 Regence Blue on the industry-standard UB-04 form. Sovereign indicated  
8 that it was requesting that benefits be paid to it as an assignee by inserting  
9 the letter Y in the appropriate field (box 53) each time it submitted a claim.

10          d. California Blue Cross, Washington Regence Blue, and/or the  
11 unknown plan thereafter paid some or all of the assigned benefits to Patient  
12 216 instead of Sovereign.

13       309. On information and belief: Patient 217 was a participant in or  
14 beneficiary of Defendant Intel Plan during all times relevant to this  
15 complaint. Further, on information and belief:

16           a. With regard to the relevant welfare benefits implicated by this  
17 lawsuit: the Intel Plan either (i) is insured by California Blue Cross or (ii) is  
18 self-insured and has entered into an agreement with California Blue Cross by  
19 which the Intel Plan receives third party administrative services.

20           b. On or around January 29, 2015, Sovereign began providing  
21 mental health and/or drug addiction treatment to Patient 217, who validly  
22 assigned all claims arising as a result of Sovereign's services pursuant to the  
23 Intel Plan.

24           c. Shortly thereafter, Sovereign submitted claims seeking  
25 reimbursement for these services to California Blue Cross on the industry-  
26 standard UB-04 form. Sovereign indicated that it was requesting that  
27 benefits be paid to it as an assignee by inserting the letter Y in the  
28 appropriate field (box 53) each time it submitted a claim.

1 d. California Blue Cross and/or Intel Plan thereafter paid some or  
2 all of the assigned benefits to Patient 217 instead of Sovereign.

3 310. On information and belief: Patient 218 was a participant in or  
4 beneficiary of an unknown ERISA-governed welfare plan during all times relevant  
5 to this complaint. Further, on information and belief:

6 a. With regard to the relevant welfare benefits implicated by this  
7 lawsuit: Patient 218's plan either (i) is insured by Iowa Blue and/or  
8 California Blue Cross or (ii) is self-insured and has entered into an  
9 agreement with Iowa Blue and/or California Blue Cross by which the  
10 unknown plan receives third party administrative services.

11 b. On or around January 29, 2015, Sovereign began providing  
12 mental health and/or drug addiction treatment to Patient 218, who validly  
13 assigned all claims arising as a result of Sovereign's services pursuant to the  
14 unknown plan.

15 c. Shortly thereafter, Sovereign submitted claims seeking  
16 reimbursement for these services to California Blue Cross or Iowa Blue on  
17 the industry-standard UB-04 form. Sovereign indicated that it was  
18 requesting that benefits be paid to it as an assignee by inserting the letter Y  
19 in the appropriate field (box 53) each time it submitted a claim.

20 d. California Blue Cross, Iowa Blue, and/or the unknown plan  
21 thereafter paid some or all of the assigned benefits to Patient 218 instead of  
22 Sovereign.

23 311. On information and belief: Patient 219 was a participant in or  
24 beneficiary of an unknown ERISA-governed welfare plan during all times relevant  
25 to this complaint. Further, on information and belief:

26 a. With regard to the relevant welfare benefits implicated by this  
27 lawsuit: Patient 219's plan either (i) is insured by California Blue Cross or  
28 (ii) is self-insured and has entered into an agreement with California Blue



1 Cross by which the unknown plan receives third party administrative  
2 services.

3 b. On or around September 24, 2014, Sovereign began providing  
4 mental health and/or drug addiction treatment to Patient 219, who validly  
5 assigned all claims arising as a result of Sovereign's services pursuant to the  
6 unknown plan.

7 c. Shortly thereafter, Sovereign submitted claims seeking  
8 reimbursement for these services to California Blue Cross on the industry-  
9 standard UB-04 form. Sovereign indicated that it was requesting that  
10 benefits be paid to it as an assignee by inserting the letter Y in the  
11 appropriate field (box 53) each time it submitted a claim.

12 d. California Blue Cross and/or the unknown thereafter paid some  
13 or all of the assigned benefits to Patient 219 instead of Sovereign.

14 312. On information and belief: Patient 220 was a participant in or  
15 beneficiary of Defendant FAS Plan during all times relevant to this  
16 complaint. Further, on information and belief:

17 a. With regard to the relevant welfare benefits implicated by this  
18 lawsuit: the FAS Plan either (i) is insured by Florida Blue and/or California  
19 Blue Cross or (ii) is self-insured and has entered into an agreement with  
20 Florida Blue and/or California Blue Cross by which the FAS Plan receives  
21 third party administrative services.

22 b. On or around April 22, 2015, Sovereign began providing  
23 mental health and/or drug addiction treatment to Patient 220, who validly  
24 assigned all claims arising as a result of Sovereign's services pursuant to the  
25 FAS Plan.

26 c. Shortly thereafter, Sovereign submitted claims seeking  
27 reimbursement for these services to California Blue Cross or Florida Blue on  
28 the industry-standard UB-04 form. Sovereign indicated that it was

1 requesting that benefits be paid to it as an assignee by inserting the letter Y  
2 in the appropriate field (box 53) each time it submitted a claim.

3 d. California Blue Cross, Florida Blue, and/or FAS Plan thereafter  
4 paid some or all of the assigned benefits to Patient 220 instead of Sovereign.

5 313. On information and belief: Patient 221 was a participant in or  
6 beneficiary of Defendant St. Luke's Plan during all times relevant to this  
7 complaint. Further, on information and belief:

8 a. With regard to the relevant welfare benefits implicated by this  
9 lawsuit: the St. Luke's Plan either (i) is insured by Minnesota Blue and/or  
10 California Blue Cross or (ii) is self-insured and has entered into an  
11 agreement with Minnesota Blue and/or California Blue Cross by which the  
12 St. Luke's Plan receives third party administrative services.

13 b. On or around October 1, 2014, Sovereign began providing  
14 mental health and/or drug addiction treatment to Patient 221, who validly  
15 assigned all claims arising as a result of Sovereign's services pursuant to the  
16 St. Luke's Plan.

17 c. Shortly thereafter, Sovereign submitted claims seeking  
18 reimbursement for these services to California Blue Cross or Minnesota  
19 Blue on the industry-standard UB-04 form. Sovereign indicated that it was  
20 requesting that benefits be paid to it as an assignee by inserting the letter Y  
21 in the appropriate field (box 53) each time it submitted a claim.

22 d. California Blue Cross, Minnesota Blue, and/or St. Luke's Plan  
23 thereafter paid some or all of the assigned benefits to Patient 221 instead of  
24 Sovereign.

25 314. On information and belief: Patient 222 was a participant in or  
26 beneficiary of Defendant Bank of the West Plan during all times relevant to this  
27 complaint. Further, on information and belief:

1           a. With regard to the relevant welfare benefits implicated by this  
2 lawsuit: the Bank of the West Plan either (i) is insured by California Blue  
3 Cross or (ii) is self-insured and has entered into an agreement with  
4 California Blue Cross by which the Bank of the West Plan receives third  
5 party administrative services.

6           b. On or around January 16, 2015, Sovereign began providing  
7 mental health and/or drug addiction treatment to Patient 222, who validly  
8 assigned all claims arising as a result of Sovereign's services pursuant to the  
9 Bank of the West Plan.

10           c. Shortly thereafter, Sovereign submitted claims seeking  
11 reimbursement for these services to California Blue Cross on the industry-  
12 standard UB-04 form. Sovereign indicated that it was requesting that  
13 benefits be paid to it as an assignee by inserting the letter Y in the  
14 appropriate field (box 53) each time it submitted a claim.

15           d. California Blue Cross and/or Bank of the West Plan thereafter  
16 paid some or all of the assigned benefits to Patient 222 instead of Sovereign.

17       315. On information and belief: Patient 223 was a participant in or  
18 beneficiary of an unknown ERISA-governed welfare plan during all times relevant  
19 to this complaint. Further, on information and belief:

20           a. With regard to the relevant welfare benefits implicated by this  
21 lawsuit: Patient 223's plan either (i) is insured by Florida Blue and/or  
22 California Blue Cross or (ii) is self-insured and has entered into an  
23 agreement with Florida Blue and/or California Blue Cross by which the  
24 unknown plan receives third party administrative services.

25           b. On or around April 28, 2014, Sovereign began providing  
26 mental health and/or drug addiction treatment to Patient 223, who validly  
27 assigned all claims arising as a result of Sovereign's services pursuant to  
28 the unknown plan.

1           c. Shortly thereafter, Sovereign submitted claims seeking  
2 reimbursement for these services to California Blue Cross or Florida Blue  
3 on the industry-standard UB-04 form. Sovereign indicated that it was  
4 requesting that benefits be paid to it as an assignee by inserting the letter Y  
5 in the appropriate field (box 53) each time it submitted a claim.

6           d. California Blue Cross, Florida Blue, and/or the unknown plan  
7 thereafter paid some or all of the assigned benefits to Patient 223 instead of  
8 Sovereign.

9           316. On information and belief: Patient 224 was a participant in or  
10 beneficiary of Defendant Wal-Mart Plan during all times relevant to this  
11 complaint. Further, on information and belief:

12           a. With regard to the relevant welfare benefits implicated by this  
13 lawsuit: the Wal-Mart Plan either (i) is insured by California Blue Shield or  
14 (ii) is self-insured and has entered into an agreement with California Blue  
15 Shield by which the Wal-Mart Plan receives third party administrative  
16 services.

17           b. On or around May 26, 2014, Sovereign began providing mental  
18 health and/or drug addiction treatment to Patient 224, who validly assigned  
19 all claims arising as a result of Sovereign's services pursuant to the Wal-  
20 Mart Plan.

21           c. Shortly thereafter, Sovereign submitted claims seeking  
22 reimbursement for these services to California Blue Shield on the industry-  
23 standard UB-04 form. Sovereign indicated that it was requesting that  
24 benefits be paid to it as an assignee by inserting the letter Y in the  
25 appropriate field (box 53) each time it submitted a claim.

26           d. California Blue Shield and/or Wal-Mart Plan thereafter paid  
27 some or all of the assigned benefits to Patient 224 instead of Sovereign.

1        317. On information and belief: Patient 225 was a participant in or  
2 beneficiary of Defendant TAC Plan during all times relevant to this  
3 complaint. Further, on information and belief:

4            a. With regard to the relevant welfare benefits implicated by this  
5 lawsuit: the TAC Plan either (i) is insured by Michigan Blue and/or  
6 California Blue Cross or (ii) is self-insured and has entered into an  
7 agreement with Michigan Blue and/or California Blue Cross by which the  
8 TAC Plan receives third party administrative services.

9            b. On or around November 7, 2014, Sovereign began providing  
10 mental health and/or drug addiction treatment to Patient 225, who validly  
11 assigned all claims arising as a result of Sovereign's services pursuant to the  
12 TAC Plan.

13            c. Shortly thereafter, Sovereign submitted claims seeking  
14 reimbursement for these services to California Blue Cross or Michigan Blue  
15 on the industry-standard UB-04 form. Sovereign indicated that it was  
16 requesting that benefits be paid to it as an assignee by inserting the letter Y  
17 in the appropriate field (box 53) each time it submitted a claim.

18            d. California Blue Cross, Michigan Blue, and/or TAC Plan  
19 thereafter paid some or all of the assigned benefits to Patient 225 instead of  
20 Sovereign.

21        318. On information and belief: Patient 226 was a participant in or  
22 beneficiary of Defendant Kongsberg Plan during all times relevant to this  
23 complaint. Further, on information and belief:

24            a. With regard to the relevant welfare benefits implicated by this  
25 lawsuit: the Kongsberg Plan either (i) is insured by Texas Blue and/or  
26 California Blue Cross or (ii) is self-insured and has entered into an  
27 agreement with Texas Blue and/or California Blue Cross by which the  
28 Kongsberg Plan receives third party administrative services.

1           b. On or around December 29, 2014, Sovereign began providing  
2 mental health and/or drug addiction treatment to Patient 226, who validly  
3 assigned all claims arising as a result of Sovereign's services pursuant to the  
4 Kongsberg Plan.

5           c. Shortly thereafter, Sovereign submitted claims seeking  
6 reimbursement for these services to California Blue Cross or Texas Blue on  
7 the industry-standard UB-04 form. Sovereign indicated that it was  
8 requesting that benefits be paid to it as an assignee by inserting the letter Y  
9 in the appropriate field (box 53) each time it submitted a claim.

10          d. California Blue Cross, Texas Blue, and/or Kongsberg Plan  
11 thereafter paid some or all of the assigned benefits to Patient 226 instead of  
12 Sovereign.

13          319. On information and belief: Patient 227 was a participant in or  
14 beneficiary of an unknown ERISA-governed welfare plan during all times relevant  
15 to this complaint. Further, on information and belief:

16          a. With regard to the relevant welfare benefits implicated by this  
17 lawsuit: Patient 227's plan either (i) is insured by Florida Blue and/or  
18 California Blue Cross or (ii) is self-insured and has entered into an  
19 agreement with Florida Blue and/or California Blue Cross by which the  
20 unknown plan receives third party administrative services.

21          b. On or around February 5, 2015, Sovereign began providing  
22 mental health and/or drug addiction treatment to Patient 227, who validly  
23 assigned all claims arising as a result of Sovereign's services pursuant to  
24 the unknown plan.

25          c. Shortly thereafter, Sovereign submitted claims seeking  
26 reimbursement for these services to California Blue Cross or Florida Blue  
27 on the industry-standard UB-04 form. Sovereign indicated that it was

1 requesting that benefits be paid to it as an assignee by inserting the letter Y  
2 in the appropriate field (box 53) each time it submitted a claim.

3 d. California Blue Cross, Florida Blue, and/or the unknown plan  
4 thereafter paid some or all of the assigned benefits to Patient 227 instead of  
5 Sovereign.

6 320. On information and belief: Patient 228 was a participant in or  
7 beneficiary of an unknown ERISA-governed welfare plan during all times relevant  
8 to this complaint. Further, on information and belief:

9 a. With regard to the relevant welfare benefits implicated by this  
10 lawsuit: Patient 228's plan either (i) is insured by Indiana Blue and/or  
11 California Blue Cross or (ii) is self-insured and has entered into an  
12 agreement with Indiana Blue and/or California Blue Cross by which the  
13 unknown plan receives third party administrative services.

14 b. On or around February 4, 2015, Sovereign began providing  
15 mental health and/or drug addiction treatment to Patient 228, who validly  
16 assigned all claims arising as a result of Sovereign's services pursuant to  
17 the unknown plan.

18 c. Shortly thereafter, Sovereign submitted claims seeking  
19 reimbursement for these services to California Blue Cross or Indiana Blue  
20 on the industry-standard UB-04 form. Sovereign indicated that it was  
21 requesting that benefits be paid to it as an assignee by inserting the letter Y  
22 in the appropriate field (box 53) each time it submitted a claim.

23 d. California Blue Cross, Indiana Blue, and/or the unknown plan  
24 thereafter paid some or all of the assigned benefits to Patient 228 instead of  
25 Sovereign.

26 321. On information and belief: Patient 229 was a participant in or  
27 beneficiary of Defendant IBU Health Plan during all times relevant to this  
28 complaint. Further, on information and belief:



1           a. With regard to the relevant welfare benefits implicated by this  
2 lawsuit: the IBU Health Plan either (i) is insured by Washington Premera  
3 Blue and/or California Blue Cross or (ii) is self-insured and has entered into  
4 an agreement with Washington Premera Blue and/or California Blue Cross  
5 by which the IBU Health Plan receives third party administrative services.

6           b. On or around March 11, 2013, Sovereign began providing  
7 mental health and/or drug addiction treatment to Patient 229, who validly  
8 assigned all claims arising as a result of Sovereign's services pursuant to the  
9 IBU Health Plan.

10          c. Shortly thereafter, Sovereign submitted claims seeking  
11 reimbursement for these services to California Blue Cross or Washington  
12 Premera Blue on the industry-standard UB-04 form. Sovereign indicated that  
13 it was requesting that benefits be paid to it as an assignee by inserting the  
14 letter Y in the appropriate field (box 53) each time it submitted a claim.

15          d. California Blue Cross, Washington Premera Blue, and/or IBU  
16 Health Plan thereafter paid some or all of the assigned benefits to Patient  
17 229 instead of Sovereign.

18          322. On information and belief: Patient 230 was a participant in or  
19 beneficiary of Defendant HIAB Plan during all times relevant to this  
20 complaint. Further, on information and belief:

21           a. With regard to the relevant welfare benefits implicated by this  
22 lawsuit: the HIAB Plan either (i) is insured by Ohio Blue and/or California  
23 Blue Cross or (ii) is self-insured and has entered into an agreement with  
24 Ohio Blue and/or California Blue Cross by which the HIAB Plan receives  
25 third party administrative services.

26           b. On or around December 30, 2014, Sovereign began providing  
27 mental health and/or drug addiction treatment to Patient 230, who validly

1 assigned all claims arising as a result of Sovereign's services pursuant to the  
2 HIAB Plan.

3 c. Shortly thereafter, Sovereign submitted claims seeking  
4 reimbursement for these services to California Blue Cross or Ohio Blue on  
5 the industry-standard UB-04 form. Sovereign indicated that it was  
6 requesting that benefits be paid to it as an assignee by inserting the letter Y  
7 in the appropriate field (box 53) each time it submitted a claim.

8 d. California Blue Cross, Ohio Blue, and/or HIAB Plan thereafter  
9 paid some or all of the assigned benefits to Patient 230 instead of Sovereign.

10 323. On information and belief: Patient 231 was a participant in or  
11 beneficiary of Defendant SMW No. 40 Plan during all times relevant to this  
12 complaint. Further, on information and belief:

13 a. With regard to the relevant welfare benefits implicated by this  
14 lawsuit: the SMW No. 40 Plan either (i) is insured by Indiana Blue and/or  
15 California Blue Cross or (ii) is self-insured and has entered into an  
16 agreement with Indiana Blue and/or California Blue Cross by which the  
17 SMW No. 40 Plan receives third party administrative services.

18 b. On or around November 7, 2014, Sovereign began providing  
19 mental health and/or drug addiction treatment to Patient 231, who validly  
20 assigned all claims arising as a result of Sovereign's services pursuant to the  
21 SMW No. 40 Plan.

22 c. Shortly thereafter, Sovereign submitted claims seeking  
23 reimbursement for these services to California Blue Cross or Indiana Blue  
24 on the industry-standard UB-04 form. Sovereign indicated that it was  
25 requesting that benefits be paid to it as an assignee by inserting the letter Y  
26 in the appropriate field (box 53) each time it submitted a claim.

1           d.     California Blue Cross, Indiana Blue, and/or SMW No. 40 Plan  
2     thereafter paid some or all of the assigned benefits to Patient 231 instead of  
3     Sovereign.

4           324. On information and belief: Patient 232 was a participant in or  
5     beneficiary of Defendant Aerospace Plan during all times relevant to this  
6     complaint. Further, on information and belief:

7           a.     With regard to the relevant welfare benefits implicated by this  
8     lawsuit: the Aerospace Plan either (i) is insured by California Blue Cross or  
9     (ii) is self-insured and has entered into an agreement with California Blue  
10    Cross by which the Aerospace Plan receives third party administrative  
11    services.

12          b.     On or around April 3, 2015, Sovereign began providing mental  
13    health and/or drug addiction treatment to Patient 232, who validly assigned  
14    all claims arising as a result of Sovereign's services pursuant to the  
15    Aerospace Plan.

16          c.     Shortly thereafter, Sovereign submitted claims seeking  
17    reimbursement for these services to California Blue Cross on the industry-  
18    standard UB-04 form. Sovereign indicated that it was requesting that  
19    benefits be paid to it as an assignee by inserting the letter Y in the  
20    appropriate field (box 53) each time it submitted a claim.

21          d.     California Blue Cross and/or Aerospace Plan thereafter paid  
22    some or all of the assigned benefits to Patient 232 instead of Sovereign.

23           325. On information and belief: Patient 233 was a participant in or  
24    beneficiary of Defendant Albertson's Plan during all times relevant to this  
25    complaint. Further, on information and belief:

26          a.     With regard to the relevant welfare benefits implicated by this  
27    lawsuit: the Albertson's Plan either (i) is insured by Idaho Blue and/or  
28    California Blue Cross or (ii) is self-insured and has entered into an

1 agreement with Idaho Blue and/or California Blue Cross by which the  
2 Albertson's Plan receives third party administrative services.

3 b. On or around January 13, 2015, Sovereign began providing  
4 mental health and/or drug addiction treatment to Patient 233, who validly  
5 assigned all claims arising as a result of Sovereign's services pursuant to the  
6 Albertson's Plan.

7 c. Shortly thereafter, Sovereign submitted claims seeking  
8 reimbursement for these services to California Blue Cross or Idaho Blue on  
9 the industry-standard UB-04 form. Sovereign indicated that it was  
10 requesting that benefits be paid to it as an assignee by inserting the letter Y  
11 in the appropriate field (box 53) each time it submitted a claim.

12 d. California Blue Cross, Idaho Blue, and/or the Albertson's Plan  
13 thereafter paid some or all of the assigned benefits to Patient 233 instead of  
14 Sovereign.

15 326. On information and belief: Patient 234 was a participant in or  
16 beneficiary of Defendant STCU Plan during all times relevant to this  
17 complaint. Further, on information and belief:

18 a. With regard to the relevant welfare benefits implicated by this  
19 lawsuit: the STCU Plan either (i) is insured by Washington Premera Blue  
20 and/or California Blue Cross or (ii) is self-insured and has entered into an  
21 agreement with Washington Premera Blue and/or California Blue Cross by  
22 which the STCU Plan receives third party administrative services.

23 b. On or around February 23, 2015, Sovereign began providing  
24 mental health and/or drug addiction treatment to Patient 234, who validly  
25 assigned all claims arising as a result of Sovereign's services pursuant to the  
26 STCU Plan.

27 c. Shortly thereafter, Sovereign submitted claims seeking  
28 reimbursement for these services to California Blue Cross or Washington

1 Premera Blue on the industry-standard UB-04 form. Sovereign indicated that  
2 it was requesting that benefits be paid to it as an assignee by inserting the  
3 letter Y in the appropriate field (box 53) each time it submitted a claim.

4 d. California Blue Cross, Washington Premera Blue, and/or STCU  
5 Plan thereafter paid some or all of the assigned benefits to Patient 234  
6 instead of Sovereign.

7 327. On information and belief: Patient 235 was a participant in or  
8 beneficiary of Defendant CIL Plan during all times relevant to this  
9 complaint. Further, on information and belief:

10 a. With regard to the relevant welfare benefits implicated by this  
11 lawsuit: the CIL Plan either (i) is insured by Kansas City Blue and/or  
12 California Blue Cross or (ii) is self-insured and has entered into an  
13 agreement with Kansas City Blue and/or California Blue Cross by which the  
14 CIL Plan receives third party administrative services.

15 b. On or around February 10, 2015, Sovereign began providing  
16 mental health and/or drug addiction treatment to Patient 235, who validly  
17 assigned all claims arising as a result of Sovereign's services pursuant to the  
18 CIL Plan.

19 c. Shortly thereafter, Sovereign submitted claims seeking  
20 reimbursement for these services to California Blue Cross or Kansas City  
21 Blue on the industry-standard UB-04 form. Sovereign indicated that it was  
22 requesting that benefits be paid to it as an assignee by inserting the letter Y  
23 in the appropriate field (box 53) each time it submitted a claim.

24 d. California Blue Cross, Kansas City Blue, and/or CIL Plan  
25 thereafter paid some or all of the assigned benefits to Patient 235 instead of  
26 Sovereign.

1       328. On information and belief: Patient 236 was a participant in or  
2 beneficiary of an unknown ERISA-governed welfare plan during all times relevant  
3 to this complaint. Further, on information and belief:

4           a. With regard to the relevant welfare benefits implicated by this  
5 lawsuit: Patient 236's plan either (i) is insured by California Blue Shield or  
6 (ii) is self-insured and has entered into an agreement with California Blue  
7 Shield by which the unknown plan receives third party administrative  
8 services.

9           b. On or around August 12, 2013, Sovereign began providing  
10 mental health and/or drug addiction treatment to Patient 236, who validly  
11 assigned all claims arising as a result of Sovereign's services pursuant to the  
12 unknown plan.

13           c. Shortly thereafter, Sovereign submitted claims seeking  
14 reimbursement for these services to California Blue Shield on the industry-  
15 standard UB-04 form. Sovereign indicated that it was requesting that  
16 benefits be paid to it as an assignee by inserting the letter Y in the  
17 appropriate field (box 53) each time it submitted a claim.

18           d. California Blue Shield and/or the unknown plan thereafter paid  
19 some or all of the assigned benefits to Patient 236 instead of Sovereign.

20       329. On information and belief: Patient 237 was a participant in or  
21 beneficiary of Defendant Intel Plan during all times relevant to this  
22 complaint. Further, on information and belief:

23           a. With regard to the relevant welfare benefits implicated by this  
24 lawsuit: the Intel Plan either (i) is insured by California Blue Cross or (ii) is  
25 self-insured and has entered into an agreement with California Blue Cross by  
26 which the Intel Plan receives third party administrative services.

27           b. On or around October 18, 2014, Sovereign began providing  
28 mental health and/or drug addiction treatment to Patient 237, who validly

1 assigned all claims arising as a result of Sovereign's services pursuant to the  
2 Intel Plan.

3 c. Shortly thereafter, Sovereign submitted claims seeking  
4 reimbursement for these services to California Blue Cross on the industry-  
5 standard UB-04 form. Sovereign indicated that it was requesting that  
6 benefits be paid to it as an assignee by inserting the letter Y in the  
7 appropriate field (box 53) each time it submitted a claim.

8 d. California Blue Cross and/or Intel Plan thereafter paid some or  
9 all of the assigned benefits to Patient 237 instead of Sovereign.

10 330. On information and belief: Patient 238 was a participant in or  
11 beneficiary of Defendant Intevac Plan during all times relevant to this  
12 complaint. Further, on information and belief:

13 a. With regard to the relevant welfare benefits implicated by this  
14 lawsuit: the Intevac Plan either (i) is insured by California Blue Cross or (ii)  
15 is self-insured and has entered into an agreement with California Blue Cross  
16 by which the Intevac Plan receives third party administrative services.

17 b. On or around October 2, 2014, Sovereign began providing  
18 mental health and/or drug addiction treatment to Patient 238, who validly  
19 assigned all claims arising as a result of Sovereign's services pursuant to the  
20 Intevac Plan.

21 c. Shortly thereafter, Sovereign submitted claims seeking  
22 reimbursement for these services to California Blue Cross on the industry-  
23 standard UB-04 form. Sovereign indicated that it was requesting that  
24 benefits be paid to it as an assignee by inserting the letter Y in the  
25 appropriate field (box 53) each time it submitted a claim.

26 d. California Blue Cross and/or Intevac Plan thereafter paid some  
27 or all of the assigned benefits to Patient 238 instead of Sovereign.



1 331. On information and belief: Patient 239 was a participant in or  
2 beneficiary of Defendant Nebraska Foundation Plan during all times relevant to  
3 this complaint. Further, on information and belief:

4 a. With regard to the relevant welfare benefits implicated by this  
5 lawsuit: the Nebraska Foundation Plan either (i) is insured by Nebraska Blue  
6 and/or California Blue Cross or (ii) is self-insured and has entered into an  
7 agreement with Nebraska Blue and/or California Blue Cross by which the  
8 Nebraska Foundation Plan receives third party administrative services.

9 b. On or around February 4, 2015, Sovereign began providing  
10 mental health and/or drug addiction treatment to Patient 239, who validly  
11 assigned all claims arising as a result of Sovereign's services pursuant to the  
12 Nebraska Foundation Plan.

13 c. Shortly thereafter, Sovereign submitted claims seeking  
14 reimbursement for these services to California Blue Cross or Nebraska Blue  
15 on the industry-standard UB-04 form. Sovereign indicated that it was  
16 requesting that benefits be paid to it as an assignee by inserting the letter Y  
17 in the appropriate field (box 53) each time it submitted a claim.

18 d. California Blue Cross, Nebraska Blue, and/or Nebraska  
19 Foundation Plan thereafter paid some or all of the assigned benefits to  
20 Patient 239 instead of Sovereign.

21 332. On information and belief: Patient 240 was a participant in or  
22 beneficiary of an unknown ERISA-governed welfare plan during all times relevant  
23 to this complaint. Further, on information and belief:

24 a. With regard to the relevant welfare benefits implicated by this  
25 lawsuit: Patient 240's plan either (i) is insured by Wisconsin Blue and/or  
26 California Blue Cross or (ii) is self-insured and has entered into an  
27 agreement with Wisconsin Blue and/or California Blue Cross by which the  
28 unknown plan receives third party administrative services.

1           b.     On or around April 8, 2015, Sovereign began providing mental  
2 health and/or drug addiction treatment to Patient 240, who validly assigned  
3 all claims arising as a result of Sovereign's services pursuant to the unknown  
4 plan.

5           c.     Shortly thereafter, Sovereign submitted claims seeking  
6 reimbursement for these services to California Blue Cross or Wisconsin  
7 Blue on the industry-standard UB-04 form. Sovereign indicated that it was  
8 requesting that benefits be paid to it as an assignee by inserting the letter Y  
9 in the appropriate field (box 53) each time it submitted a claim.

10          d.     California Blue Cross, Wisconsin Blue, and/or the unknown  
11 plan thereafter paid some or all of the assigned benefits to Patient 240  
12 instead of Sovereign.

13       333. On information and belief: Patient 241 was a participant in or  
14 beneficiary of an unknown ERISA-governed welfare plan during all times relevant  
15 to this complaint. Further, on information and belief:

16          a.     With regard to the relevant welfare benefits implicated by this  
17 lawsuit: Patient 241's plan either (i) is insured by Tennessee Blue and/or  
18 California Blue Cross or (ii) is self-insured and has entered into an  
19 agreement with Tennessee Blue and/or California Blue Cross by which the  
20 unknown plan receives third party administrative services.

21          b.     On or around February 25, 2015, Sovereign began providing  
22 mental health and/or drug addiction treatment to Patient 241, who validly  
23 assigned all claims arising as a result of Sovereign's services pursuant to the  
24 unknown plan.

25          c.     Shortly thereafter, Sovereign submitted claims seeking  
26 reimbursement for these services to California Blue Cross or Tennessee Blue  
27 on the industry-standard UB-04 form. Sovereign indicated that it was

1 requesting that benefits be paid to it as an assignee by inserting the letter Y  
2 in the appropriate field (box 53) each time it submitted a claim.

3 d. California Blue Cross, Tennessee Blue, and/or the unknown  
4 plan thereafter paid some or all of the assigned benefits to Patient 241  
5 instead of Sovereign.

6 334. On information and belief: Patient 242 was a participant in or  
7 beneficiary of Defendant Tenet Plan during all times relevant to this  
8 complaint. Further, on information and belief:

9 a. With regard to the relevant welfare benefits implicated by this  
10 lawsuit: the Tenet Plan either (i) is insured by Texas Blue and/or California  
11 Blue Cross or (ii) is self-insured and has entered into an agreement with  
12 Texas Blue and/or California Blue Cross by which the Tenet Plan receives  
13 third party administrative services.

14 b. On or around April 10, 2015, Sovereign began providing  
15 mental health and/or drug addiction treatment to Patient 242, who validly  
16 assigned all claims arising as a result of Sovereign's services pursuant to the  
17 Tenet Plan.

18 c. Shortly thereafter, Sovereign submitted claims seeking  
19 reimbursement for these services to California Blue Cross or Texas Blue on  
20 the industry-standard UB-04 form. Sovereign indicated that it was  
21 requesting that benefits be paid to it as an assignee by inserting the letter Y  
22 in the appropriate field (box 53) each time it submitted a claim.

23 d. California Blue Cross, Texas Blue, and/or Tenet Plan thereafter  
24 paid some or all of the assigned benefits to Patient 242 instead of Sovereign.

25 335. On information and belief: Patient 243 was a participant in or  
26 beneficiary of Defendant Lincoln Electric Plan during all times relevant to this  
27 complaint. Further, on information and belief:

1           a. With regard to the relevant welfare benefits implicated by this  
2 lawsuit: the Lincoln Electric Plan either (i) is insured by Ohio Blue and/or  
3 California Blue Cross or (ii) is self-insured and has entered into an  
4 agreement with Ohio Blue and/or California Blue Cross by which the  
5 Lincoln Electric Plan receives third party administrative services.

6           b. On or around February 22, 2015, Sovereign began providing  
7 mental health and/or drug addiction treatment to Patient 243, who validly  
8 assigned all claims arising as a result of Sovereign's services pursuant to the  
9 Lincoln Electric Plan.

10           c. Shortly thereafter, Sovereign submitted claims seeking  
11 reimbursement for these services to California Blue Cross or Ohio Blue on  
12 the industry-standard UB-04 form. Sovereign indicated that it was  
13 requesting that benefits be paid to it as an assignee by inserting the letter Y  
14 in the appropriate field (box 53) each time it submitted a claim.

15           d. California Blue Cross, Ohio Blue, and/or Lincoln Electric Plan  
16 thereafter paid some or all of the assigned benefits to Patient 243 instead of  
17 Sovereign.

18       336. On information and belief: Patient 244 was a participant in or  
19 beneficiary of Defendant Interrail Plan during all times relevant to this  
20 complaint. Further, on information and belief:

21           a. With regard to the relevant welfare benefits implicated by this  
22 lawsuit: the Interrail Plan either (i) is insured by Tennessee Blue and/or  
23 California Blue Cross or (ii) is self-insured and has entered into an  
24 agreement with Tennessee Blue and/or California Blue Cross by which the  
25 Interrail Plan receives third party administrative services.

26           b. On or around April 24, 2015, Sovereign began providing  
27 mental health and/or drug addiction treatment to Patient 244, who validly

1 assigned all claims arising as a result of Sovereign's services pursuant to the  
2 Interrail Plan.

3 c. Shortly thereafter, Sovereign submitted claims seeking  
4 reimbursement for these services to California Blue Cross or Tennessee Blue  
5 on the industry-standard UB-04 form. Sovereign indicated that it was  
6 requesting that benefits be paid to it as an assignee by inserting the letter Y  
7 in the appropriate field (box 53) each time it submitted a claim.

8 d. California Blue Cross, Tennessee Blue, and/or Interrail Plan  
9 thereafter paid some or all of the assigned benefits to Patient 244 instead of  
10 Sovereign.

11 337. On information and belief: Patient 245 was a participant in or  
12 beneficiary of Defendant Surgical Partners Plan during all times relevant to this  
13 complaint. Further, on information and belief:

14 a. With regard to the relevant welfare benefits implicated by this  
15 lawsuit: the Surgical Partners Plan either (i) is insured by Texas Blue and/or  
16 California Blue Cross or (ii) is self-insured and has entered into an  
17 agreement with Texas Blue and/or California Blue Cross by which the  
18 Surgical Partners Plan receives third party administrative services.

19 b. On or around February 6, 2015, Sovereign began providing  
20 mental health and/or drug addiction treatment to Patient 245, who validly  
21 assigned all claims arising as a result of Sovereign's services pursuant to the  
22 Surgical Partners Plan.

23 c. Shortly thereafter, Sovereign submitted claims seeking  
24 reimbursement for these services to California Blue Cross or Texas Blue on  
25 the industry-standard UB-04 form. Sovereign indicated that it was  
26 requesting that benefits be paid to it as an assignee by inserting the letter Y  
27 in the appropriate field (box 53) each time it submitted a claim.

1 d. California Blue Cross, Texas Blue, and/or Surgical Partners  
2 Plan thereafter paid some or all of the assigned benefits to Patient 245  
3 instead of Sovereign.

4 338. On information and belief: Patient 246 was a participant in or  
5 beneficiary of Defendant Ascension Plan during all times relevant to this  
6 complaint. Further, on information and belief:

7 a. With regard to the relevant welfare benefits implicated by this  
8 lawsuit: the Ascension Plan either (i) is insured by Michigan Blue and/or  
9 California Blue Cross or (ii) is self-insured and has entered into an  
10 agreement with Michigan Blue and/or California Blue Cross by which the  
11 Ascension Plan receives third party administrative services.

12 b. On or around October 6, 2014, Sovereign began providing  
13 mental health and/or drug addiction treatment to Patient 246, who validly  
14 assigned all claims arising as a result of Sovereign's services pursuant to the  
15 Ascension Plan.

16 c. Shortly thereafter, Sovereign submitted claims seeking  
17 reimbursement for these services to California Blue Cross or Michigan Blue  
18 on the industry-standard UB-04 form. Sovereign indicated that it was  
19 requesting that benefits be paid to it as an assignee by inserting the letter Y  
20 in the appropriate field (box 53) each time it submitted a claim.

21 d. California Blue Cross, Michigan Blue, and/or Ascension Plan  
22 thereafter paid some or all of the assigned benefits to Patient 246 instead of  
23 Sovereign.

24 339. On information and belief: Patient 247 was a participant in or  
25 beneficiary of Defendant Kentucky Construction Plan during all times relevant to  
26 this complaint. Further, on information and belief:

27 a. With regard to the relevant welfare benefits implicated by this  
28 lawsuit: the Kentucky Construction Plan either (i) is insured by Kentucky

1 Blue and/or California Blue Cross or (ii) is self-insured and has entered into  
2 an agreement with Kentucky Blue and/or California Blue Cross by which the  
3 Kentucky Construction Plan receives third party administrative services.

4 b. On or around April 17, 2015, Sovereign began providing  
5 mental health and/or drug addiction treatment to Patient 247, who validly  
6 assigned all claims arising as a result of Sovereign's services pursuant to the  
7 Kentucky Construction Plan.

8 c. Shortly thereafter, Sovereign submitted claims seeking  
9 reimbursement for these services to California Blue Cross or Kentucky Blue  
10 on the industry-standard UB-04 form. Sovereign indicated that it was  
11 requesting that benefits be paid to it as an assignee by inserting the letter Y  
12 in the appropriate field (box 53) each time it submitted a claim.

13 d. California Blue Cross, Kentucky Blue, and/or Kentucky  
14 Construction Plan thereafter paid some or all of the assigned benefits to  
15 Patient 247 instead of Sovereign.

16 340. On information and belief: Patient 248 was a participant in or  
17 beneficiary of Defendant GNC Plan during all times relevant to this  
18 complaint. Further, on information and belief:

19 a. With regard to the relevant welfare benefits implicated by this  
20 lawsuit: the GNC Plan either (i) is insured by Western Pennsylvania Blue,  
21 Highmark, and/or California Blue Cross or (ii) is self-insured and has  
22 entered into an agreement with Western Pennsylvania Blue, Highmark,  
23 and/or California Blue Cross by which the GNC Plan receives third party  
24 administrative services.

25 b. On or around February 18, 2015, Sovereign began providing  
26 mental health and/or drug addiction treatment to Patient 248, who validly  
27 assigned all claims arising as a result of Sovereign's services pursuant to the  
28 GNC Plan.



1 c. Shortly thereafter, Sovereign submitted claims seeking  
2 reimbursement for these services to California Blue Cross, Western  
3 Pennsylvania Blue, or Highmark on the industry-standard UB-04 form.  
4 Sovereign indicated that it was requesting that benefits be paid to it as an  
5 assignee by inserting the letter Y in the appropriate field (box 53) each time  
6 it submitted a claim.

7 d. California Blue Cross, Western Pennsylvania Blue, Highmark,  
8 and/or GNC Plan thereafter paid some or all of the assigned benefits to  
9 Patient 248 instead of Sovereign.

10 341. On information and belief: Patient 249 was a participant in or  
11 beneficiary of Defendant CIL Plan during all times relevant to this  
12 complaint. Further, on information and belief:

13 a. With regard to the relevant welfare benefits implicated by this  
14 lawsuit: the CIL Plan either (i) is insured by Kansas City Blue and/or  
15 California Blue Cross or (ii) is self-insured and has entered into an  
16 agreement with Kansas City Blue and/or California Blue Cross by which the  
17 CIL Plan receives third party administrative services.

18 b. On or around February 17, 2015, Sovereign began providing  
19 mental health and/or drug addiction treatment to Patient 249, who validly  
20 assigned all claims arising as a result of Sovereign's services pursuant to the  
21 CIL Plan.

22 c. Shortly thereafter, Sovereign submitted claims seeking  
23 reimbursement for these services to California Blue Cross or Kansas City  
24 Blue on the industry-standard UB-04 form. Sovereign indicated that it was  
25 requesting that benefits be paid to it as an assignee by inserting the letter Y  
26 in the appropriate field (box 53) each time it submitted a claim.

1 d. California Blue Cross, Kansas City Blue, and/or CIL Plan  
2 thereafter paid some or all of the assigned benefits to Patient 249 instead of  
3 Sovereign.

4 342. On information and belief: Patient 250 was a participant in or  
5 beneficiary of Defendant SCANA Plan during all times relevant to this  
6 complaint. Further, on information and belief:

7 a. With regard to the relevant welfare benefits implicated by this  
8 lawsuit: the SCANA Plan either (i) is insured by South Carolina Blue and/or  
9 California Blue Cross or (ii) is self-insured and has entered into an  
10 agreement with South Carolina Blue and/or California Blue Cross by which  
11 the SCANA Plan receives third party administrative services.

12 b. On or around February 24, 2015, Sovereign began providing  
13 mental health and/or drug addiction treatment to Patient 250, who validly  
14 assigned all claims arising as a result of Sovereign's services pursuant to the  
15 SCANA Plan.

16 c. Shortly thereafter, Sovereign submitted claims seeking  
17 reimbursement for these services to California Blue Cross or South Carolina  
18 Blue on the industry-standard UB-04 form. Sovereign indicated that it was  
19 requesting that benefits be paid to it as an assignee by inserting the letter Y  
20 in the appropriate field (box 53) each time it submitted a claim.

21 d. California Blue Cross, South Carolina Blue, and/or SCANA  
22 Plan thereafter paid some or all of the assigned benefits to Patient 250  
23 instead of Sovereign.

24 343. On information and belief: Patient 251 was a participant in or  
25 beneficiary of Defendant Northrop Grumman Plan during all times relevant to this  
26 complaint. Further, on information and belief:

27 a. With regard to the relevant welfare benefits implicated by this  
28 lawsuit: the Northrop Grumman Plan either (i) is insured by California Blue

1 Cross or (ii) is self-insured and has entered into an agreement with  
2 California Blue Cross by which the Northrop Grumman Plan receives third  
3 party administrative services.

4 b. On or around October 2, 2014, Sovereign began providing  
5 mental health and/or drug addiction treatment to Patient 251, who validly  
6 assigned all claims arising as a result of Sovereign's services pursuant to the  
7 Northrop Grumman Plan.

8 c. Shortly thereafter, Sovereign submitted claims seeking  
9 reimbursement for these services to California Blue Cross on the industry-  
10 standard UB-04 form. Sovereign indicated that it was requesting that  
11 benefits be paid to it as an assignee by inserting the letter Y in the  
12 appropriate field (box 53) each time it submitted a claim.

13 d. California Blue Cross and/or Northrop Grumman Plan  
14 thereafter paid some or all of the assigned benefits to Patient 251 instead of  
15 Sovereign.

16 344. On information and belief: Patient 252 was a participant in or  
17 beneficiary of Defendant FAS Plan during all times relevant to this  
18 complaint. Further, on information and belief:

19 a. With regard to the relevant welfare benefits implicated by this  
20 lawsuit: the FAS Plan either (i) is insured by Florida Blue and/or California  
21 Blue Cross or (ii) is self-insured and has entered into an agreement with  
22 Florida Blue and/or California Blue Cross by which the FAS Plan receives  
23 third party administrative services.

24 b. On or around March 24, 2015, Sovereign began providing  
25 mental health and/or drug addiction treatment to Patient 252, who validly  
26 assigned all claims arising as a result of Sovereign's services pursuant to the  
27 FAS Plan.

1 c. Shortly thereafter, Sovereign submitted claims seeking  
2 reimbursement for these services to California Blue Cross or Florida Blue on  
3 the industry-standard UB-04 form. Sovereign indicated that it was  
4 requesting that benefits be paid to it as an assignee by inserting the letter Y  
5 in the appropriate field (box 53) each time it submitted a claim.

6 d. California Blue Cross, Florida Blue, and/or FAS Plan thereafter  
7 paid some or all of the assigned benefits to Patient 252 instead of Sovereign.

8 345. On information and belief: Patient 253 was a participant in or  
9 beneficiary of Defendant Layne Plan during all times relevant to this  
10 complaint. Further, on information and belief:

11 a. With regard to the relevant welfare benefits implicated by this  
12 lawsuit: the Layne Plan either (i) is insured by Kansas City Blue and/or  
13 California Blue Shield or (ii) is self-insured and has entered into an  
14 agreement with Kansas City Blue and/or California Blue Shield by which  
15 the Layne Plan receives third party administrative services.

16 b. On or around April 2, 2013, Sovereign began providing mental  
17 health and/or drug addiction treatment to Patient 253, who validly assigned  
18 all claims arising as a result of Sovereign's services pursuant to the Layne  
19 Plan.

20 c. Shortly thereafter, Sovereign submitted claims seeking  
21 reimbursement for these services to California Blue Shield or Kansas City  
22 Blue on the industry-standard UB-04 form. Sovereign indicated that it was  
23 requesting that benefits be paid to it as an assignee by inserting the letter Y  
24 in the appropriate field (box 53) each time it submitted a claim.

25 d. California Blue Cross, Kansas City Blue, and/or Layne Plan  
26 thereafter paid some or all of the assigned benefits to Patient 253 instead of  
27 Sovereign.

1 346. On information and belief: Patient 254 was a participant in or  
2 beneficiary of Defendant L-Brands Plan during all times relevant to this  
3 complaint. Further, on information and belief:

4 a. With regard to the relevant welfare benefits implicated by this  
5 lawsuit: the L-Brands Plan either (i) is insured by Ohio Blue and/or  
6 California Blue Cross or (ii) is self-insured and has entered into an  
7 agreement with Ohio Blue and/or California Blue Cross by which the L-  
8 Brands Plan receives third party administrative services.

9 b. On or around May 18, 2015, Sovereign began providing mental  
10 health and/or drug addiction treatment to Patient 254, who validly assigned  
11 all claims arising as a result of Sovereign's services pursuant to the L-  
12 Brands Plan.

13 c. Shortly thereafter, Sovereign submitted claims seeking  
14 reimbursement for these services to California Blue Cross or Ohio Blue on  
15 the industry-standard UB-04 form. Sovereign indicated that it was  
16 requesting that benefits be paid to it as an assignee by inserting the letter Y  
17 in the appropriate field (box 53) each time it submitted a claim.

18 d. California Blue Cross, Ohio Blue, and/or L-Brands Plan  
19 thereafter paid some or all of the assigned benefits to Patient 254 instead of  
20 Sovereign.

21 347. On information and belief: Patient 255 was a participant in or  
22 beneficiary of Defendant Asante Plan during all times relevant to this  
23 complaint. Further, on information and belief:

24 a. With regard to the relevant welfare benefits implicated by this  
25 lawsuit: the Asante Plan either (i) is insured by Oregon Blue and/or  
26 California Blue Cross or (ii) is self-insured and has entered into an  
27 agreement with Oregon Blue and/or California Blue Cross by which the  
28 Asante Plan receives third party administrative services.

1           b.     On or around May 20, 2015, Sovereign began providing mental  
2 health and/or drug addiction treatment to Patient 255, who validly assigned  
3 all claims arising as a result of Sovereign's services pursuant to the Asante  
4 Plan.

5           c.     Shortly thereafter, Sovereign submitted claims seeking  
6 reimbursement for these services to California Blue Cross or Oregon Blue  
7 on the industry-standard UB-04 form. Sovereign indicated that it was  
8 requesting that benefits be paid to it as an assignee by inserting the letter Y  
9 in the appropriate field (box 53) each time it submitted a claim.

10          d.     California Blue Cross, Oregon Blue, and/or Asante Plan  
11 thereafter paid some or all of the assigned benefits to Patient 255 instead of  
12 Sovereign.

13       348. On information and belief: Patient 256 was a participant in or  
14 beneficiary of Defendant Nature's Path Plan during all times relevant to this  
15 complaint. Further, on information and belief:

16          a.     With regard to the relevant welfare benefits implicated by this  
17 lawsuit: the Nature's Path Plan either (i) is insured by Washington Premera  
18 Blue and/or California Blue Cross or (ii) is self-insured and has entered into  
19 an agreement with Washington Premera Blue and/or California Blue Cross  
20 by which the Nature's Path Plan receives third party administrative services.

21          b.     On or around February 18, 2015, Sovereign began providing  
22 mental health and/or drug addiction treatment to Patient 256, who validly  
23 assigned all claims arising as a result of Sovereign's services pursuant to the  
24 Nature's Path Plan.

25          c.     Shortly thereafter, Sovereign submitted claims seeking  
26 reimbursement for these services to California Blue Cross or Washington  
27 Premera Blue on the industry-standard UB-04 form. Sovereign indicated that

1 it was requesting that benefits be paid to it as an assignee by inserting the  
2 letter Y in the appropriate field (box 53) each time it submitted a claim.

3 d. California Blue Cross, Washington Premera Blue, and/or  
4 Nature's Path Plan thereafter paid some or all of the assigned benefits to  
5 Patient 256 instead of Sovereign.

6 349. On information and belief: Patient 257 was a participant in or  
7 beneficiary of Defendant So. Cal. IBEW-NECA Plan during all times relevant to  
8 this complaint. Further, on information and belief:

9 a. With regard to the relevant welfare benefits implicated by this  
10 lawsuit: the So. Cal. IBEW-NECA Plan either (i) is insured by California  
11 Blue Cross or (ii) is self-insured and has entered into an agreement with  
12 California Blue Cross by which the So. Cal. IBEW-NECA Plan receives  
13 third party administrative services.

14 b. On or around December 11, 2014, Sovereign began providing  
15 mental health and/or drug addiction treatment to Patient 257, who validly  
16 assigned all claims arising as a result of Sovereign's services pursuant to the  
17 So. Cal. IBEW-NECA Plan.

18 c. Shortly thereafter, Sovereign submitted claims seeking  
19 reimbursement for these services to California Blue Cross on the industry-  
20 standard UB-04 form. Sovereign indicated that it was requesting that  
21 benefits be paid to it as an assignee by inserting the letter Y in the  
22 appropriate field (box 53) each time it submitted a claim.

23 d. California Blue Cross and/or So. Cal. IBEW-NECA Plan  
24 thereafter paid some or all of the assigned benefits to Patient 257 instead of  
25 Sovereign.

26 350. On information and belief: Patient 258 was a participant in or  
27 beneficiary of Defendant Sage Software Plan during all times relevant to this  
28 complaint. Further, on information and belief:



1           a. With regard to the relevant welfare benefits implicated by this  
2 lawsuit: the Sage Software Plan either (i) is insured by California Blue Cross  
3 or (ii) is self-insured and has entered into an agreement with California Blue  
4 Cross by which the Sage Software Plan receives third party administrative  
5 services.

6           b. On or around March 3, 2015, Sovereign began providing  
7 mental health and/or drug addiction treatment to Patient 258, who validly  
8 assigned all claims arising as a result of Sovereign's services pursuant to the  
9 Sage Software Plan.

10          c. Shortly thereafter, Sovereign submitted claims seeking  
11 reimbursement for these services to California Blue Cross on the industry-  
12 standard UB-04 form. Sovereign indicated that it was requesting that  
13 benefits be paid to it as an assignee by inserting the letter Y in the  
14 appropriate field (box 53) each time it submitted a claim.

15          d. California Blue Cross and/or Sage Software Plan thereafter paid  
16 some or all of the assigned benefits to Patient 258 instead of Sovereign.

17       351. On information and belief: Patient 259 was a participant in or  
18 beneficiary of Defendant Yates Petroleum Plan during all times relevant to this  
19 complaint. Further, on information and belief:

20           a. With regard to the relevant welfare benefits implicated by this  
21 lawsuit: the Yates Petroleum Plan either (i) is insured by New Mexico Blue  
22 and/or California Blue Cross or (ii) is self-insured and has entered into an  
23 agreement with New Mexico Blue and/or California Blue Cross by which  
24 the Yates Petroleum Plan receives third party administrative services.

25           b. On or around January 8, 2015, Sovereign began providing  
26 mental health and/or drug addiction treatment to Patient 259, who validly  
27 assigned all claims arising as a result of Sovereign's services pursuant to the  
28 Yates Petroleum Plan.

1           c. Shortly thereafter, Sovereign submitted claims seeking  
2 reimbursement for these services to California Blue Cross or New Mexico  
3 Blue on the industry-standard UB-04 form. Sovereign indicated that it was  
4 requesting that benefits be paid to it as an assignee by inserting the letter Y  
5 in the appropriate field (box 53) each time it submitted a claim.

6           d. California Blue Cross, New Mexico Blue, and/or Yates  
7 Petroleum Plan thereafter paid some or all of the assigned benefits to Patient  
8 259 instead of Sovereign.

9           352. On information and belief: Patient 260 was a participant in or  
10 beneficiary of Defendant U.S. Steel Plan during all times relevant to this  
11 complaint. Further, on information and belief:

12           a. With regard to the relevant welfare benefits implicated by this  
13 lawsuit: the U.S. Steel Plan either (i) is insured by Western Pennsylvania  
14 Blue, Highmark, and/or California Blue Cross or (ii) is self-insured and has  
15 entered into an agreement with Western Pennsylvania Blue, Highmark,  
16 and/or California Blue Cross by which the U.S. Steel Plan receives third  
17 party administrative services.

18           b. On or around December 13, 2014, Sovereign began providing  
19 mental health and/or drug addiction treatment to Patient 260, who validly  
20 assigned all claims arising as a result of Sovereign's services pursuant to the  
21 U.S. Steel Plan.

22           c. Shortly thereafter, Sovereign submitted claims seeking  
23 reimbursement for these services to California Blue Cross, Western  
24 Pennsylvania Blue, or Highmark on the industry-standard UB-04 form.  
25 Sovereign indicated that it was requesting that benefits be paid to it as an  
26 assignee by inserting the letter Y in the appropriate field (box 53) each time  
27 it submitted a claim.

1 d. California Blue Cross, Western Pennsylvania Blue, Highmark,  
2 and/or U.S. Steel Plan thereafter paid some or all of the assigned benefits to  
3 Patient 260 instead of Sovereign.

4 353. On information and belief: Patient 261 was a participant in or  
5 beneficiary of Defendant Bayhealth Plan during all times relevant to this  
6 complaint. Further, on information and belief:

7 a. With regard to the relevant welfare benefits implicated by this  
8 lawsuit: the Bayhealth Plan either (i) is insured by Delaware Blue and/or  
9 California Blue Cross or (ii) is self-insured and has entered into an  
10 agreement with Delaware Blue and/or California Blue Cross by which the  
11 Bayhealth Plan receives third party administrative services.

12 b. On or around May 7, 2015, Sovereign began providing mental  
13 health and/or drug addiction treatment to Patient 261, who validly assigned  
14 all claims arising as a result of Sovereign's services pursuant to the  
15 Bayhealth Plan.

16 c. Shortly thereafter, Sovereign submitted claims seeking  
17 reimbursement for these services to California Blue Cross or Delaware Blue  
18 on the industry-standard UB-04 form. Sovereign indicated that it was  
19 requesting that benefits be paid to it as an assignee by inserting the letter Y  
20 in the appropriate field (box 53) each time it submitted a claim.

21 d. California Blue Cross, Delaware Blue, and/or Bayhealth Plan  
22 thereafter paid some or all of the assigned benefits to Patient 261 instead of  
23 Sovereign.

24 354. On information and belief: Patient 262 was a participant in or  
25 beneficiary of Defendant Milton S. Hershey Plan during all times relevant to this  
26 complaint. Further, on information and belief:

27 a. With regard to the relevant welfare benefits implicated by this  
28 lawsuit: the Milton S. Hershey Plan either (i) is insured by Central

1 Pennsylvania Blue, Highmark, and/or California Blue Cross or (ii) is self-  
2 insured and has entered into an agreement with Central Pennsylvania Blue,  
3 Highmark, and/or California Blue Cross by which the Milton S. Hershey  
4 Plan receives third party administrative services.

5 b. On or around February 25, 2015, Sovereign began providing  
6 mental health and/or drug addiction treatment to Patient 262, who validly  
7 assigned all claims arising as a result of Sovereign's services pursuant to the  
8 Milton S. Hershey Plan.

9 c. Shortly thereafter, Sovereign submitted claims seeking  
10 reimbursement for these services to California Blue Cross, Central  
11 Pennsylvania Blue, or Highmark on the industry-standard UB-04 form.  
12 Sovereign indicated that it was requesting that benefits be paid to it as an  
13 assignee by inserting the letter Y in the appropriate field (box 53) each time  
14 it submitted a claim.

15 d. California Blue Cross, Central Pennsylvania Blue, Highmark,  
16 and/or Milton S. Hershey Plan thereafter paid some or all of the assigned  
17 benefits to Patient 262 instead of Sovereign.

18 355. On information and belief: Patient 263 was a participant in or  
19 beneficiary of an unknown ERISA-governed welfare plan during all times relevant  
20 to this complaint. Further, on information and belief:

21 a. With regard to the relevant welfare benefits implicated by this  
22 lawsuit: Patient 263's plan either (i) is insured by CareFirst Maryland Blue  
23 and/or California Blue Cross or (ii) is self-insured and has entered into an  
24 agreement with CareFirst Maryland Blue and/or California Blue Cross by  
25 which the unknown plan receives third party administrative services.

26 b. On or around January 16, 2015, Sovereign began providing  
27 mental health and/or drug addiction treatment to Patient 263, who validly

1 assigned all claims arising as a result of Sovereign's services pursuant to  
2 the unknown plan.

3 c. Shortly thereafter, Sovereign submitted claims seeking  
4 reimbursement for these services to California Blue Cross or CareFirst  
5 Maryland Blue on the industry-standard UB-04 form. Sovereign indicated  
6 that it was requesting that benefits be paid to it as an assignee by inserting  
7 the letter Y in the appropriate field (box 53) each time it submitted a claim.

8 d. California Blue Cross, CareFirst Maryland Blue, and/or the  
9 unknown plan thereafter paid some or all of the assigned benefits Patient  
10 263 instead of Sovereign.

11 356. On information and belief: Patient 264 was a participant in or  
12 beneficiary of Defendant Portland UFCW Plan during all times relevant to this  
13 complaint. Further, on information and belief:

14 a. With regard to the relevant welfare benefits implicated by this  
15 lawsuit: the Portland UFCW Plan either (i) is insured by Oregon Blue and/or  
16 California Blue Cross or (ii) is self-insured and has entered into an  
17 agreement with Oregon Blue and/or California Blue Cross by which the  
18 Portland UFCW Plan receives third party administrative services.

19 b. On or around November 12, 2014, Sovereign began providing  
20 mental health and/or drug addiction treatment to Patient 264, who validly  
21 assigned all claims arising as a result of Sovereign's services pursuant to the  
22 Portland UFCW Plan.

23 c. Shortly thereafter, Sovereign submitted claims seeking  
24 reimbursement for these services to California Blue Cross or Oregon Blue  
25 on the industry-standard UB-04 form. Sovereign indicated that it was  
26 requesting that benefits be paid to it as an assignee by inserting the letter Y  
27 in the appropriate field (box 53) each time it submitted a claim.

1 d. California Blue Cross, Oregon Blue, and/or Portland UFCW  
2 Plan thereafter paid some or all of the assigned benefits to Patient 264  
3 instead of Sovereign.

4 357. On information and belief: Patient 265 was a participant in or  
5 beneficiary of Defendant LBM Holdings Plan during all times relevant to this  
6 complaint. Further, on information and belief:

7 a. With regard to the relevant welfare benefits implicated by this  
8 lawsuit: the LBM Holdings Plan either (i) is insured by Wisconsin Blue  
9 and/or California Blue Cross or (ii) is self-insured and has entered into an  
10 agreement with Wisconsin Blue and/or California Blue Cross by which the  
11 LBM Holdings Plan receives third party administrative services.

12 b. On or around November 25, 2014, Sovereign began providing  
13 mental health and/or drug addiction treatment to Patient 265, who validly  
14 assigned all claims arising as a result of Sovereign's services pursuant to the  
15 LBM Holdings Plan.

16 c. Shortly thereafter, Sovereign submitted claims seeking  
17 reimbursement for these services to California Blue Cross or Wisconsin  
18 Blue on the industry-standard UB-04 form. Sovereign indicated that it was  
19 requesting that benefits be paid to it as an assignee by inserting the letter Y  
20 in the appropriate field (box 53) each time it submitted a claim.

21 d. California Blue Cross, Wisconsin Blue, and/or the LBM  
22 Holdings Plan thereafter paid some or all of the assigned benefits to Patient  
23 265 instead of Sovereign.

24 358. On information and belief: Patient 266 was a participant in or  
25 beneficiary of Defendant U.S. Renal Plan during all times relevant to this  
26 complaint. Further, on information and belief:

27 a. With regard to the relevant welfare benefits implicated by this  
28 lawsuit: the U.S. Renal Plan either (i) is insured by Texas Blue and/or

1 California Blue Cross or (ii) is self-insured and has entered into an  
2 agreement with Texas Blue and/or California Blue Cross by which the U.S.  
3 Renal Plan receives third party administrative services.

4 b. On or around April 22, 2015, Sovereign began providing  
5 mental health and/or drug addiction treatment to Patient 266, who validly  
6 assigned all claims arising as a result of Sovereign's services pursuant to the  
7 U.S. Renal Plan.

8 c. Shortly thereafter, Sovereign submitted claims seeking  
9 reimbursement for these services to California Blue Cross or Texas Blue on  
10 the industry-standard UB-04 form. Sovereign indicated that it was  
11 requesting that benefits be paid to it as an assignee by inserting the letter Y  
12 in the appropriate field (box 53) each time it submitted a claim.

13 d. California Blue Cross, Texas Blue, and/or U.S. Renal Plan  
14 thereafter paid some or all of the assigned benefits to Patient 266 instead of  
15 Sovereign.

16 359. On information and belief: Patient 267 was a participant in or  
17 beneficiary of an unknown ERISA-governed welfare plan during all times relevant  
18 to this complaint. Further, on information and belief:

19 a. With regard to the relevant welfare benefits implicated by this  
20 lawsuit: Patient 267's plan either (i) is insured by Texas Blue and/or  
21 California Blue Cross or (ii) is self-insured and has entered into an  
22 agreement with Texas Blue and/or California Blue Cross by which the  
23 unknown plan receives third party administrative services.

24 b. On or around September 30, 2014, Sovereign began providing  
25 mental health and/or drug addiction treatment to Patient 267, who validly  
26 assigned all claims arising as a result of Sovereign's services pursuant to  
27 the unknown plan.



1 c. Shortly thereafter, Sovereign submitted claims seeking  
2 reimbursement for these services to California Blue Cross or Texas Blue on  
3 the industry-standard UB-04 form. Sovereign indicated that it was  
4 requesting that benefits be paid to it as an assignee by inserting the letter Y  
5 in the appropriate field (box 53) each time it submitted a claim.

6 d. California Blue Cross, Texas Blue, and/or the unknown plan  
7 thereafter paid some or all of the assigned benefits to Patient 267 instead of  
8 Sovereign.

9 360. On information and belief: Patient 268 was a participant in or  
10 beneficiary of Defendant Einstein Bagels Plan during all times relevant to this  
11 complaint. Further, on information and belief:

12 a. With regard to the relevant welfare benefits implicated by this  
13 lawsuit: the Einstein Bagels Plan either (i) is insured by Colorado Blue  
14 and/or California Blue Cross or (ii) is self-insured and has entered into an  
15 agreement with Colorado Blue and/or California Blue Cross by which the  
16 Einstein Bagels Plan receives third party administrative services.

17 b. On or around November 3, 2014, Sovereign began providing  
18 mental health and/or drug addiction treatment to Patient 268, who validly  
19 assigned all claims arising as a result of Sovereign's services pursuant to the  
20 Einstein Bagels Plan.

21 c. Shortly thereafter, Sovereign submitted claims seeking  
22 reimbursement for these services to California Blue Cross or Colorado Blue  
23 on the industry-standard UB-04 form. Sovereign indicated that it was  
24 requesting that benefits be paid to it as an assignee by inserting the letter Y  
25 in the appropriate field (box 53) each time it submitted a claim.

26 d. California Blue Cross, Colorado Blue, and/or Einstein Bagels  
27 Plan thereafter paid some or all of the assigned benefits to Patient 268  
28 instead of Sovereign.

1        361. On information and belief: Patient 269 was a participant in or  
2 beneficiary of Defendant Nor. Cal. SMW Plan during all times relevant to this  
3 complaint. Further, on information and belief:

4            a. With regard to the relevant welfare benefits implicated by this  
5 lawsuit: the Nor. Cal. SMW Plan either (i) is insured by California Blue  
6 Shield or (ii) is self-insured and has entered into an agreement with  
7 California Blue Shield by which the Nor. Cal. SMW Plan receives third  
8 party administrative services.

9            b. On or around January 7, 2015, Sovereign began providing  
10 mental health and/or drug addiction treatment to Patient 269, who validly  
11 assigned all claims arising as a result of Sovereign's services pursuant to the  
12 Nor. Cal. SMW Plan.

13            c. Shortly thereafter, Sovereign submitted claims seeking  
14 reimbursement for these services to California Blue Shield on the industry-  
15 standard UB-04 form. Sovereign indicated that it was requesting that  
16 benefits be paid to it as an assignee by inserting the letter Y in the  
17 appropriate field (box 53) each time it submitted a claim.

18            d. California Blue Shield and/or Nor. Cal. SMW Plan thereafter  
19 paid some or all of the assigned benefits to Patient 269 instead of Sovereign.

20        362. On information and belief: Patient 270 was a participant in or  
21 beneficiary of Defendant Jennings Plan during all times relevant to this  
22 complaint. Further, on information and belief:

23            a. With regard to the relevant welfare benefits implicated by this  
24 lawsuit: the Jennings Plan either (i) is insured by Louisiana Blue and/or  
25 California Blue Cross or (ii) is self-insured and has entered into an  
26 agreement with Louisiana Blue and/or California Blue Cross by which the  
27 Jennings Plan receives third party administrative services.

1           b. On or around March 11, 2015, Sovereign began providing  
2 mental health and/or drug addiction treatment to Patient 270, who validly  
3 assigned all claims arising as a result of Sovereign's services pursuant to the  
4 Jennings Plan.

5           c. Shortly thereafter, Sovereign submitted claims seeking  
6 reimbursement for these services to California Blue Cross or Louisiana Blue  
7 on the industry-standard UB-04 form. Sovereign indicated that it was  
8 requesting that benefits be paid to it as an assignee by inserting the letter Y  
9 in the appropriate field (box 53) each time it submitted a claim.

10          d. California Blue Cross, Louisiana Blue, and/or Jennings Plan  
11 thereafter paid some or all of the assigned benefits to Patient 270 instead of  
12 Sovereign.

13          363. On information and belief: Patient 271 was a participant in or  
14 beneficiary of an unknown ERISA-governed welfare plan during all times relevant  
15 to this complaint. Further, on information and belief:

16          a. With regard to the relevant welfare benefits implicated by this  
17 lawsuit: Patient 271's plan either (i) is insured by North Carolina Blue  
18 and/or California Blue Cross or (ii) is self-insured and has entered into an  
19 agreement with North Carolina Blue and/or California Blue Cross by which  
20 the unknown plan receives third party administrative services.

21          b. On or around April 3, 2015, Sovereign began providing mental  
22 health and/or drug addiction treatment to Patient 271, who validly assigned  
23 all claims arising as a result of Sovereign's services pursuant to the unknown  
24 plan.

25          c. Shortly thereafter, Sovereign submitted claims seeking  
26 reimbursement for these services to California Blue Cross or North Carolina  
27 Blue on the industry-standard UB-04 form. Sovereign indicated that it was

1 requesting that benefits be paid to it as an assignee by inserting the letter Y  
2 in the appropriate field (box 53) each time it submitted a claim.

3 d. California Blue Cross, North Carolina Blue, and/the unknown  
4 plan thereafter paid some or all of the assigned benefits to Patient 271  
5 instead of Sovereign.

6 364. On information and belief: Patient 272 was a participant in or  
7 beneficiary of Defendant Mercy Plan during all times relevant to this  
8 complaint. Further, on information and belief:

9 a. With regard to the relevant welfare benefits implicated by this  
10 lawsuit: the Mercy Plan either (i) is insured by California Blue Cross,  
11 CareFirst Maryland Blue and/or CareFirst District of Columbia Blue or (ii)  
12 is self-insured and has entered into an agreement with California Blue Cross,  
13 CareFirst Maryland Blue and/or CareFirst District of Columbia Blue by  
14 which the Mercy Plan receives third party administrative services.

15 b. On or around March 10, 2015, Sovereign began providing  
16 mental health and/or drug addiction treatment to Patient 272, who validly  
17 assigned all claims arising as a result of Sovereign's services pursuant to the  
18 Mercy Plan.

19 c. Shortly thereafter, Sovereign submitted claims seeking  
20 reimbursement for these services to California Blue Cross, CareFirst  
21 Maryland Blue, or CareFirst District of Columbia Blue on the industry-  
22 standard UB-04 form. Sovereign indicated that it was requesting that  
23 benefits be paid to it as an assignee by inserting the letter Y in the  
24 appropriate field (box 53) each time it submitted a claim.

25 d. California Blue Cross, CareFirst Maryland Blue, CareFirst  
26 District of Columbia Blue, and/or Mercy Plan thereafter paid some or all of  
27 the assigned benefits to Patient 272 instead of Sovereign.

1       365. On information and belief: Patient 273 was a participant in or  
2 beneficiary of Defendant Tucson Electric Plan during all times relevant to this  
3 complaint. Further, on information and belief:

4           a. With regard to the relevant welfare benefits implicated by this  
5 lawsuit: the Tucson Electric Plan either (i) is insured by Arizona Blue and/or  
6 California Blue Cross or (ii) is self-insured and has entered into an  
7 agreement with Arizona Blue and/or California Blue Cross by which the  
8 Tucson Electric Plan receives third party administrative services.

9           b. On or around May 12, 2015, Sovereign began providing mental  
10 health and/or drug addiction treatment to Patient 273, who validly assigned  
11 all claims arising as a result of Sovereign's services pursuant to the Tucson  
12 Electric Plan.

13           c. Shortly thereafter, Sovereign submitted claims seeking  
14 reimbursement for these services to California Blue Cross or Arizona Blue  
15 on the industry-standard UB-04 form. Sovereign indicated that it was  
16 requesting that benefits be paid to it as an assignee by inserting the letter Y  
17 in the appropriate field (box 53) each time it submitted a claim.

18           d. California Blue Cross, Arizona Blue, and/or Tucson Electric  
19 Plan thereafter paid some or all of the assigned benefits to Patient 273  
20 instead of Sovereign.

21       366. On information and belief: Patient 274 was a participant in or  
22 beneficiary of Defendant Bimbo Plan during all times relevant to this  
23 complaint. Further, on information and belief:

24           a. With regard to the relevant welfare benefits implicated by this  
25 lawsuit: the Bimbo Plan either (i) is insured by Illinois Blue and/or  
26 California Blue Cross or (ii) is self-insured and has entered into an  
27 agreement with Illinois Blue and/or California Blue Cross by which the  
28 Bimbo Plan receives third party administrative services.

1           b. On or around November 17, 2014, Sovereign began providing  
2 mental health and/or drug addiction treatment to Patient 274, who validly  
3 assigned all claims arising as a result of Sovereign's services pursuant to the  
4 Bimbo Plan.

5           c. Shortly thereafter, Sovereign submitted claims seeking  
6 reimbursement for these services to California Blue Cross or Illinois Blue on  
7 the industry-standard UB-04 form. Sovereign indicated that it was  
8 requesting that benefits be paid to it as an assignee by inserting the letter Y  
9 in the appropriate field (box 53) each time it submitted a claim.

10          d. California Blue Cross, Illinois Blue, and/or Bimbo Plan  
11 thereafter paid some or all of the assigned benefits to Patient 274 instead of  
12 Sovereign.

13          367. Because Blue Cross Defendants' policy of refusing to acknowledge,  
14 honor, or pay Assigned Claims is ongoing, other instances of wrongfully denied  
15 claims—besides those detailed above—have occurred and are occurring. As those  
16 instances become known to Sovereign, it will offer proof of and seek relief for those  
17 claims in accordance with the relief sought herein.

18          368. For each and every Assigned Claim, the relevant Blue Cross  
19 Defendant's decision to disregard Sovereign's assignment of benefits (and to,  
20 instead, send a check directly to the ERISA Beneficiary who had assigned his/her  
21 claims to Sovereign) constitutes an "adverse benefits determination" under the  
22 applicable federal law and regulations.

23          369. For each and every Assigned Claim, the relevant Blue Cross  
24 Defendant's adverse benefits determination grossly violated ERISA and the  
25 applicable federal regulations, which require that adverse benefit determinations  
26 "set forth, in a manner calculated to be understood by the claimant—(i) the specific  
27 reason or reasons for the adverse determination; (ii) reference to the specific plan

1 provisions on which the determination is based; (iii) a description of any additional  
2 material or information necessary for the claimant to perfect the claim and an  
3 explanation of why such material or information is necessary; (iv) a description of  
4 the plan's review procedures and the time limits applicable to such procedures,  
5 including a statement of the claimant's right to bring a civil action under section  
6 502(a) of the Act following an adverse benefit determination on review. . . ." 29  
7 C.F.R. § 2560.503-1(g)(1).

8 370. As a result of Defendants' malfeasance, Plaintiffs are deemed to have  
9 exhausted all administrative remedies available to them. Federal regulations are  
10 clear that when claims procedure requirements are violated by administrators,  
11 claimants may immediately proceed to federal court. *See* 29 C.F.R. § 2560.503-1(l)  
12 and 29 C.F.R. §2590.715-2719(b)(2)(ii)(F).

13 371. In addition, and in the alternative, any exhaustion of Plaintiffs'  
14 administrative remedies regarding the Assigned Claims would be futile. Plaintiffs  
15 properly submitted UB-04 forms seeking payment for the Assigned Claims, and  
16 those UB-04s were ignored. Plaintiffs also sent over two dozen follow-up letters,  
17 written by expert ERISA counsel, to Blue Cross Defendants seeking information  
18 and demanding payment; those follow-up efforts also failed to motivate the Blue  
19 Cross Defendants to comply with the governing claims regulations (or in many  
20 cases even respond intelligibly). As the Blue Cross Defendants (and the affiliated  
21 Welfare Plan Defendants) clearly have a policy of not paying any assigned claims,  
22 nor following any governing regulations concerning the handling of such claims,  
23 further administrative efforts brought by an assignee such as Sovereign would be  
24 futile.

25 372. When no provision in an ERISA welfare plan prohibits assignment of a  
26 benefits claim, the assignee is entitled to payment. Upon information and belief,  
27 some if not all of Sovereign's Assigned Claims were made under welfare plans that



1 lacked an anti-assignment provision. For those Assigned Claims, pursuant to 29  
2 U.S.C. § 1132(a)(1)(B), Sovereign is entitled to receive payment equal to the value  
3 of those claims for covered services.

4 373. Even if a provision in an ERISA welfare plan prohibits assignment,  
5 those provisions are deemed waived with respect to specific claims made if the  
6 provision is not timely asserted by a plan administrator. Because no anti-assignment  
7 provision was identified and asserted by the Blue Cross Defendants as a ground to  
8 not pay Sovereign, Sovereign is entitled to receive payment on Assigned Claims for  
9 covered services even for those plans that have anti-assignment provisions. In  
10 addition, or in the alternative, anti-assignment provisions with respect to  
11 Sovereign's Assigned Claims are barred by relevant state law that is not preempted  
12 by ERISA.

13 374. In light of the foregoing, under 29 U.S.C. § 1132(a)(1)(B), Sovereign  
14 is entitled to payment on all of its Assigned Claims, and is further entitled to  
15 recover attorneys' fees and costs under 29 U.S.C. § 1132(g), which together total in  
16 the millions.

17 **SECOND CLAIM FOR RELIEF**

18 **(Against All Defendants—Seeking Removal of Breaching Fiduciaries)**

19 **(29 U.S.C § 1132(a)(2) & 29 U.S.C. § 1109(a))**

20 375. The allegations of the prior paragraphs of this Complaint are hereby  
21 repeated as if fully set forth herein.

22 376. 29 U.S.C. § 1132(a)(2) permits a plaintiff to bring a claim for  
23 "appropriate relief" under 29 U.S.C. § 1109, which provides that "[a]ny person who  
24 is a fiduciary with respect to a plan who breaches any of the responsibilities,  
25 obligations, or duties imposed upon fiduciaries by this subchapter . . . shall be  
26 subject to such other equitable or remedial relief as the court may deem appropriate,  
27 including removal of such fiduciary."

1 377. All of the Welfare Plan Defendants, by ERISA statutory command,  
2 must have a named fiduciary.

3 378. As set forth above, all the Blue Cross Defendants handled or otherwise  
4 exercised discretion with respect to benefit claim administration, review, and  
5 payment. Each of them is therefore a fiduciary under ERISA.

6 379. Accordingly, pursuant to sections §§ 1132(a)(2) and 1109(a), Plaintiffs  
7 seek an order removing and dismissing the named fiduciaries of the Welfare Plan  
8 Defendants. Plaintiffs also seek an order removing and permanently barring the  
9 Blue Cross Defendants from serving as fiduciaries for any of the Welfare Plan  
10 Defendants.

11 380. In addition to the removal of fiduciaries sought above, Sovereign is  
12 further entitled to recover attorneys' fees and costs under 29 U.S.C. § 1132(g).

13 **THIRD CLAIM FOR RELIEF**

14 **(Against the Blue Cross Defendants—Seeking Injunctive & Declaratory Relief)**

15 **(29 U.S.C § 1132(a)(3))**

16 381. The allegations of the prior paragraphs of this Complaint are hereby  
17 repeated as if fully set forth herein.

18 382. 29 U.S.C. § 1132(a)(3) permits a plaintiff to “(A) to enjoin any act or  
19 practice which violates any provision of this subchapter or the terms of the plan, or  
20 (B) to obtain other appropriate equitable relief (i) to redress such violations or (ii) to  
21 enforce any provisions of this subchapter or the terms of the plan.”

22 383. As set forth above, with respect to the Assigned Claims asserted by  
23 Sovereign, the Blue Cross Defendants have, as a matter of policy, pattern, and  
24 practice, grossly violated ERISA and the applicable claims procedure regulations  
25 promulgated by the relevant federal agencies.

26 384. Plaintiffs seek a declaratory judgment that the Blue Cross Defendant's  
27 practice of ignoring or summarily denying Sovereign's Assigned Claims without

1 consulting the operative plan document and without informing Sovereign of the fact  
2 of its denial, or the specific basis therefore, violates ERISA.

3 385. Plaintiffs seek an order that the Blue Cross Defendants (and those  
4 controlled by them) must, with respect to all past and future Assigned Claims  
5 submitted by Sovereign or its agents to a Blue Cross Defendant:

- 6 a. Consult and carefully review the operative welfare plan documents  
7 with respect to any Assigned Claim;
- 8 b. Inform Sovereign, promptly and in writing, whether each Assigned  
9 Claim is approved or denied;
- 10 c. Inform Sovereign, promptly and in writing, of the particular plan  
11 provision or provisions upon which any denial of an Assigned Claim,  
12 in whole or in part, is based;
- 13 d. Promptly provide Sovereign with a complete copy of the operative  
14 plan document from which any provision has been cited as justification  
15 for the denial, in whole or in part, of an Assigned Claim;
- 16 e. Inform Sovereign, promptly and in writing, of any appeal rights it has  
17 with respect to the denial, in whole or in part, of Assigned Claim;
- 18 f. Otherwise strictly follow the federal regulations concerning the  
19 handling of claims, as set forth in 29 C.F.R. § 2560.503-1 and/or 29  
20 C.F.R. §2590.715-2719(b); and
- 21 g. Insofar as an Assigned Claim is covered by the subject Welfare Plan,  
22 pay Sovereign (rather than the assignor) directly and promptly.

23 386. In addition to the injunctive and equitable relief sought above,  
24 Sovereign is further entitled to recover attorneys' fees and costs under 29 U.S.C. §  
25 1132(g).

26 **FOURTH CLAIM FOR RELIEF**

27 **(Against the Blue Cross Defendants—Unfair Competition)**

**(Common Law and Cal. Bus. & Prof. Code §§ 17200 *et seq.*)**

387. Plaintiffs reallege each paragraph of this Complaint as if fully set forth herein.

388. Plaintiffs bring this claim in the alternative and in their own right, and not based on the assignment of benefits they received from the Former Patients.

389. By virtue of the misconduct complained of above, the Blue Cross Defendants have engaged in unlawful and unfair business practices that have caused substantial, direct, and independent injury to Plaintiffs and unfairly interfered with the conduct of their business in violation of the common law and California Business and Professions Code §§ 17200 *et seq.*

390. Plaintiffs will continue to suffer substantial injury unless the Blue Cross Defendants' unlawful and unfair practices, which constitute unfair competition proscribed by state law, are enjoined.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

1. For damages, in an amount to be proven at trial, plus all applicable interest and costs;
2. For all attorneys' fees and costs incurred in bringing this action, to the extent recoverable by law;
3. For the removal and dismissal of all fiduciaries who have breached their ERISA-imposed duties in connection with the welfare plans at issue here;
4. For a declaration that the claims practices of the Defendants regarding Assigned Claims submitted by Sovereign violate governing law;
5. For an order enjoining Defendants from continuing their illegal claims practices and commanding that they immediately and strictly comply with the governing federal regulations;
6. And for all other relief the Court deems appropriate, proper, and just.

**DEMAND FOR JURY TRIAL**

Plaintiffs demand a jury trial for all claims so triable.

**Dated:** October 5, 2015

**STRIS & MAHER LLP**

/s/ Peter K. Stris

Peter K. Stris

*Attorneys for Plaintiffs*