

1 Melissa Gardner (State Bar No. 289096)
David T. Rudolph (State Bar No. 233457)
2 Sarah D. Zandi (State Bar No. 339981)
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP
3 275 Battery Street, 29th Floor
San Francisco, CA 94111
4 Telephone: 415.956.1000
Email: mgardner@lchb.com
5 drudolph@lchb.com
szandi@lchb.com

6 Jason L. Lichtman (*pro hac vice* forthcoming)
7 Sean A. Petterson (*pro hac vice* forthcoming)
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP
8 250 Hudson Street, 8th Floor
New York, NY 10013-1413
9 Telephone: 212.355.9500
Email: jlichtman@lchb.com
10 spetterson@lchb.com

11 *Attorneys for Plaintiff Gregory Bratten*

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF SACRAMENTO

15 **GREGORY BRATTEN, on behalf of**
16 **himself and all others similarly situated,**

17 Plaintiff,

18 v.

19 **QUEST DIAGNOSTICS**
20 **INCORPORATED, a Delaware**
21 **Corporation, and OPTUM360 LLC a**
22 **Delaware limited liability company,**

Defendants.

Case No.

**CLASS ACTION COMPLAINT AND
DEMAND FOR JURY TRIAL**

**(1) CONFIDENTIALITY OF MEDICAL
INFORMATION ACT**

**PUBLIC—REDACTS MATERIALS
FROM CONFIDENTIALLY SEALED
RECORD [REDACTED]**

23 Plaintiff Gregory Bratten (“Plaintiff”), by and through his undersigned counsel, brings this
24 class action complaint against Defendants Quest Diagnostics Inc. (“Quest”), and Optum360 LLC
25 (“Optum360”) (collectively, “Defendants”), on behalf of himself and all others similarly situated.
26 Plaintiff makes these allegations based on personal knowledge as to his own actions and upon
27 information and belief as to all other matters.
28

1 **NATURE OF THE ACTION**

2 1. [REDACTED]

3 [REDACTED] But
4 the California Confidentiality of Medical Information Act (“CMIA”) only allows medical
5 providers to share medical information with authorization or under narrowly-tailored exceptions.
6 Neither was present. As a result, patients are entitled to damages based on Defendants’ violation
7 of their medical privacy.

8 **PARTIES**

9 2. Plaintiff Gregory Bratten is a resident of Citrus Heights, a city in Sacramento
10 County, California, and a patient who obtained blood testing at a Quest laboratory. Mr. Bratten
11 used Quest’s services and entrusted Quest with his most sensitive information. Defendants sent
12 Mr. Bratten to collections sometime between January 1, 2017 and December 31, 2018, and upon
13 information and belief, intentionally disclosed and transmitted Mr. Bratten’s sensitive medical
14 information to a third-party debt collection company, even though such disclosure was
15 unnecessary for collection.

16 3. Defendant Quest Diagnostics Incorporated is a Delaware corporation with its
17 principal place of business in Secaucus, New Jersey. Quest conducts business throughout
18 California, including in Sacramento County.

19 4. Defendant Optum360, LLC is a Delaware limited liability company with its
20 principal place of business in Eden Prairie, Minnesota.

21 **JURISDICTION AND VENUE**

22 5. This Court has jurisdiction over Defendants under Section 410.10 of the California
23 Code of Civil Procedure and Article VI, Section 10 of the California Constitution. Defendants are
24 authorized to conduct and do conduct business in this State.

25 6. Venue is proper in this Court pursuant to Sections 395 and 395.5 of the California
26 Code of Civil Procedure because a substantial part of the events giving rise to Plaintiff’s claim
27 occurred in this County.
28

1 7. Defendants have disclaimed Article III jurisdiction under the facts alleged in this
2 Complaint.

3 **FACTUAL ALLEGATIONS**

4 ***Quest and Optum360’s Intentional Disclosure of Patient Medical Records***

5 8. Quest mainly provides patients with two testing services: (1) in-person at a Quest
6 Patient Service Center; and (2) specimens received from physicians.¹

7 9. Quest separately invoices patients for these services—that is, they are not included
8 in the bill a patient receives from their physician. Patients must pay Quest within a specified time,
9 which is usually done through insurance or out of pocket.

10 10. When Quest was not paid within the time specified, it used third-party debt
11 collection companies in an effort to collect outstanding debt from California citizens. In
12 September 2016, Quest hired Optum360 to manage its revenue services operations.² Afterward,
13 Quest assigned its contracts with third-party debt collection companies to Optum360. As a result,
14 Optum360 began delivering Quest’s outstanding invoices, [REDACTED]
15 [REDACTED] to the debt collectors, including The Kaplan Group³ and others domiciled in
16 the State of California.

17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]

22
23 _____
24 ¹ See Quest Diagnostics, Frequently Asked Questions: Billing Services, “Why have I received a
25 bill from Quest Diagnostics?”
[https://web.archive.org/web/20230712035830/https://billing.questdiagnostics.com/PatientBilling/
PATFaqExternal.action?getLabCode=false&fromLink=doFaq](https://web.archive.org/web/20230712035830/https://billing.questdiagnostics.com/PatientBilling/PATFaqExternal.action?getLabCode=false&fromLink=doFaq) (last visited Oct. 3, 2023).

26 ² Optum and Quest Diagnostics Partner to Help Make the Health System Work Better for
27 Patients, Physicians, Health Plans and Employers (Sept. 13, 2016),
[https://web.archive.org/web/20170409132931/https://www.optum.com/about/news/optum-quest-
diagnosics-partner-help-make-health-system-work-better-for-patients-physicians-health-plans-
employers.html](https://web.archive.org/web/20170409132931/https://www.optum.com/about/news/optum-quest-diagnosics-partner-help-make-health-system-work-better-for-patients-physicians-health-plans-employers.html). (last visited Oct. 3, 2023).

28 ³ The Kaplan Group, <https://www.kaplancollectionagency.com/fresno-collection-agency/> (last
visited Oct. 3, 2023).

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[REDACTED]

15. Quest and Optum360’s practice of sending this information contradicted industry standards.

16. The third-party debt collectors did not need medical information to collect outstanding debts.

17. Quest and Optum360 never received written authorization from patients to send medical information to third-party debt collectors.

18. Third-party debt collectors are not entities that provide billing, claims management, medical data processing, or other administrative services for Quest or Optum360.

⁴ The ICD has been revised periodically to incorporate changes in the medical field and many stakeholders have transitioned from the Ninth Revision (ICD-9) to the Tenth Revision (ICD-10).
⁵ Centers for Disease Control and Prevention, *International Classification of Diseases, Ninth Revision, Clinical Modification (ICD-9-CM)* (last visited Oct. 3, 2023), <https://www.cdc.gov/nchs/icd/icd9cm.htm#:~:text=ICD%2D9%2DCM%20is%20the,10%20for%20mortality%20coding%20started>.

1 **CLASS ACTION ALLEGATIONS**

2 19. Plaintiff seeks relief in his individual capacity and as a representative of all others
3 who are similarly situated. Under Section 382 of the California Code of Civil Procedure, Plaintiff
4 brings this action on behalf of himself and the Class defined as: All California citizens for whom
5 Defendants sent medical information to third-party debt collectors.

6 20. Specifically excluded from the Class are Defendants; their officers, directors, or
7 employees; any entity in which Defendants have a controlling interest; and any affiliate, legal
8 representative, heir, or assign of Defendants. Also excluded from the Class are any federal, state,
9 or local governmental entities, any judicial officer presiding over this action and the members of
10 their immediate family and judicial staff, and any juror assigned to this action.

11 21. Class Identity: The members of the Class are readily identifiable and ascertainable.
12 Quest or its affiliates, among others, possess the information to identify and contact Class
13 members.

14 22. Numerosity: The members of the Class are so numerous that joinder of all of them
15 is impracticable. Although the exact number of Class members is unknown to Plaintiff for now,
16 the Class likely contains hundreds of thousands of individuals whose medical information was
17 sent by Defendants to third-party debt collectors.

18 23. Typicality: Plaintiff's claim is typical of the claim of the members of the Class
19 because all Class members had their medical information sent to third-party debt collectors.

20 24. Adequacy: Plaintiff will fairly and adequately protect the interest of the Class.
21 Plaintiff has no known interest antagonistic to those of the Class and is aligned with Class
22 members' interests because Plaintiff was subject to the same policy of sharing medical
23 information with third-party debt collectors. Plaintiff has also retained competent counsel with
24 significant experience litigating complex class actions, including privacy cases.

25 25. Commonality and Predominance: There are questions of law and fact common to
26 the Class such that there is a well-defined community of interest in this litigation. These common
27 questions predominate over any questions affecting only individual Class members. The common
28 questions of law and fact include, among others:

- 1 a. Whether Defendants disclosed medical information of Plaintiff and the
2 Class without authorization;
3 b. Whether Defendants violated the CMIA; and
4 c. Whether Class members are entitled to compensatory damages, punitive
5 damages, or statutory or civil penalties as a result of Defendants' conduct.

6 26. Defendants have engaged in a common course of conduct and Plaintiff and Class
7 members have been similarly affected by Defendants' [REDACTED]
8 [REDACTED].

9 27. Superiority: A class action is superior to other available methods for the fair and
10 efficient adjudication of the controversy. Class treatment of common questions of law and fact is
11 superior to multiple individual actions or piecemeal litigation. Without a class action, most, if not
12 all, Class members would find the cost of litigating their individual claims prohibitively high and
13 have no effective remedy. The prosecution of separate actions by individual Class members
14 would create a risk of inconsistent or varying adjudications with respect to individual Class
15 members and risk inconsistent treatment of claims arising from the same set of facts and
16 occurrences. Plaintiff knows of no difficulty likely to be encountered in the maintenance of this
17 action as a class action under the applicable rules.

18 **CAUSE OF ACTION**

19 **Violation of California's Confidentiality of Medical**
20 **Information Act ("CMIA"), California Civil Code § 56, *et seq.***
(On Behalf of Plaintiff and the Class)

21 28. Plaintiff repeats and realleges every allegation set forth in the preceding
22 paragraphs.

23 29. At all times relevant to this action, Quest was and is a provider of health care as
24 defined and set forth in the CMIA, California Civil Code § 56, *et seq.* Quest maintained and
25 continues to maintain "medical information," within the meaning of Civil Code Section 56.05(i),
26 of Plaintiff and other Class members, who are "patients" within the meaning of Civil Code
27 Section 56.05(1).
28

1 30. Alternatively, Quest is a “provider of health care” under Civil Code Section
2 56.05(o) because it is a business that created, maintained, preserved, and stored records of the
3 care, products and services that the Class members received in the State of California as Quest, is
4 and was, at all times relevant to this action, organized to maintain medical information, within the
5 meaning of Civil Code § 56.05(i), in order to provide the information to an individual or to a
6 provider of health care at the request of the individual or a provider of health care, for allowing
7 the individual to manage his or her information, or for the diagnosis and treatment of the
8 individual, is deemed to be a “provider of health care,” within the meaning of Civil Code Section
9 56.05(o). Quest operates testing centers, maintains electronic health care records, and provides
10 health care services to Plaintiff and Class members.

11 31. Alternatively, Quest is a “contractor” under Civil Code Section 56.05(d) because it
12 is an entity that is a medical group, independent practice association, pharmaceutical benefits
13 manager, or a medical service organization and is not a health care service plan or provider of
14 health care. Moreover, Quest is not an “insurance institution” as defined in subdivision (k) of
15 Section 791.02 of the Insurance Code, or a pharmaceutical benefits manager licensed under the
16 Knox-Keene Health Care Service Plan Act of 1975, Cal. Health & Saf. Code § 1340, *et seq.*

17 32. Optum360 is a “contractor” under Civil Code Section 56.05(d) because it is an
18 entity that is a medical group, independent practice association, pharmaceutical benefits manager,
19 or a medical service organization and is not a health care service plan or provider of health care;
20 and is not an insurance institution as defined in subdivision (k) of Section 791.02 of the Insurance
21 Code or pharmaceutical benefits manager licensed under the Knox-Keene Health Care Service
22 Plan Act of 1975, Cal. Health & Saf. Code § 1340, *et seq.*

23 33. As providers of health care or contractors operating in California, Defendants are
24 required by the CMIA to ensure that medical information about patients is not disclosed or
25 disseminated or released without patients’ authorization, and to protect and preserve the
26 confidentiality of the medical information about a patient, under Civil Code Sections 56.06,
27 56.10, 56.13, 56.20, 56.245, 56.26, 56.35, 56.36, and 56.101.

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1 34. As providers of health care or contractors operating in California, Defendants are
2 required by the CMIA not to disclose medical information about a patient without first obtaining
3 an authorization⁶ under Civil Code Sections 56.06, 56.10, 56.13, 56.20, 56.245, 56.26, 56.35 and
4 56.104.

5 35. The CMIA provides that “[a] provider of health care, health care service plan, or
6 contractor shall not disclose medical information regarding a patient of the provider of health care
7 or an enrollee or subscriber of a health care service plan without first obtaining an authorization”
8 absent statutory exceptions. Civ. Code § 56.10.

9 36. At all times relevant to this action, Defendants lawfully came into possession of
10 medical information including patients’ demographic information, physician information,
11 insurance information, test/procedure codes, and diagnosis codes.

12 [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]

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28 ⁶ An “authorization” is defined under the CMIA as obtaining permission in accordance with Civil Code Sections 56.11 and 56.21. *See* Civ. Code § 56.05(a).

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[REDACTED]

40. [REDACTED]

[REDACTED] did not provide billing, claims management, medical data processing, or other administrative services on Defendants’ behalf and were not otherwise authorized to receive such information.

41. As a direct and proximate result of Defendants’ above-described conduct in violation of the CMIA, Plaintiff and Class members were injured and have suffered damages, as described above, from Defendants’ illegal disclosure or negligent release of their medical information in violation of Civil Code Section 56.10, and are therefore entitled to nominal damages of one thousand dollars (\$1,000) for each violation under Civil Code Section 56.36(b)(1); the amount of actual damages, if any, for each violation under Civil Code Section 56.36(b)(2); injunctive relief; and attorneys’ fees, expenses, and costs.

REQUEST FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself and the Class set forth herein, respectfully prays for relief in the form of a judgment in his favor, and against Defendants, for damages and relief as follows:

- A. That the Court certify this action as a class action under Section 382 of the Code of Civil Procedure, and appoint Plaintiff as class representative and Plaintiff’s counsel as Class Counsel;
- B. That the Court grant permanent injunctive relief to prohibit and prevent Quest from continuing to engage in the unlawful acts, omissions, and practices described herein;
- C. That the Court award Plaintiff and Class members compensatory, consequential,

1 and general damages, including nominal damages as appropriate, for each count as allowed by
2 law in an amount to be determined at trial;

3 D. That the Court award statutory damages, trebled, and/or punitive or exemplary
4 damages, for each class member, to the extent permitted by law including but not limited to:

5 1. Compensatory damages, punitive damages not to exceed three thousand
6 dollars (\$3,000), attorneys' fees not to exceed one thousand dollars (\$1,000), and the costs of
7 litigation under Civil Code Section 56.35;

8 2. Nominal damages of one thousand dollars (\$1,000) for each violation
9 under Civil Code Section 56.36(b)(1);

10 3. Actual damages suffered, according to proof, for each violation under Cal.
11 Civ. Code §56.36(b)(2); and

12 4. All other damages, injunctive relief, attorneys' fees, expenses and costs
13 permitted by law or statute.

14 E. That Plaintiff and Class members be granted the declaratory and injunctive relief
15 sought herein;

16 F. That the Court award to Plaintiff and Class members the costs and disbursements
17 of the action, along with reasonable attorneys' fees, costs, and expenses;


18 G. That the Court award pre-and post-judgment interest at the maximum legal rate;
19 and

20 H. That the Court award all other such other relief as the Court deems just and proper.
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1 Dated: October 5, 2023

Respectfully submitted,

2 LIEFF CABRASER HEIMANN & BERNSTEIN,
3 LLP

4 By: 

5 Melissa Gardner
6 David T. Rudolph
7 Sarah D. Zandi
8 LIEFF CABRASER HEIMANN &
9 BERNSTEIN, LLP
10 275 Battery Street, 29th Floor
11 San Francisco, CA 94111
12 mgardner@lchb.com
13 drudolph@lchb.com
14 szandi@lchb.com

15 Jason L. Lichtman
16 Sean A. Petterson
17 LIEFF CABRASER HEIMANN &
18 BERNSTEIN, LLP
19 250 Hudson St., 8th Floor
20 New York, NY 10013
21 jlichtman@lchb.com
22 spetterson@lchb.com

23 James E. Cecchi
24 James A. O'Brien III
25 Brian O'Toole
26 CARELLA, BYRNE, CECCHI,
27 BRODY & AGNELLO, P.C.
28 5 Becker Farm Road
Roseland, NJ 07068
jcecchi@carellabyrne.com
jobrien@carellabryne.com
Bo'Toole@carellabyrne.com

Norman E. Siegel
J. Austin Moore
Kasey A. Youngentob
STUEVE SIEGEL HANSON LLP
460 Nichols Road, Suite 200
Kansas City, MO 64112
siegel@stuevesiegel.com
moore@stuevesiegel.com
youngentob@stuevesiegel.com

Christopher A. Seeger
Christopher L. Ayers
SEEGER WEISS LLP
55 Challenger Road, 6th Floor
Ridgefield Park, NJ 07660
cseeger@seegerweiss.com
cayers@seegerweiss.com

Attorneys for Plaintiff Gregory Bratten

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Quest Diagnostics, Optum360 Unlawfully Shared Patients' Data with Debt Collectors, Class Action Alleges](#)
