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11
12 **UNITED STATES DISTRICT COURT**
13 **SOUTHERN DISTRICT OF CALIFORNIA**

14 **JOHN DOE, Individually and On**
15 **Behalf of All Others Similarly**
16 **Situated,**

17 Plaintiff,

18
19 v.

20
21 **AETNA, INC.,**

22
23 Defendant(s).

Case No.: '17CV1947 H JLB

24 **CLASS ACTION COMPLAINT FOR**
25 **VIOLATIONS OF:**

- 26 **1. CONFIDENTIALITY OF**
MEDICAL INFORMATION
ACT, CAL. CIV. CODE §§ 56,
ET SEQ.;
- 27 **2. CALIFORNIA BUS. & PROF.**
CODE §§ 17200, ET SEQ.; AND
- 28 **3. NEGLIGENCE**

JURY TRIAL DEMANDED

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INTRODUCTION

1. Plaintiff JOHN DOE¹ (“Plaintiff”), by Plaintiff’s attorneys, brings this action to challenge the actions of AETNA, INC. (“Defendant” or “Aetna”) for Defendant’s unlawful and unauthorized disclosure of Plaintiff’s confidential medical information in violation of the Confidentiality of Medical Information Act, Cal. Civ. Code § 56, et seq. (the “Act” or “CMIA”); California’s Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, et seq. (the “UCL”); and Negligence.
2. Under the Act, Plaintiff and all other persons similarly situated had a right to keep their personal medical information provided to Defendant confidential. The short title of the Act states, “[t]he Legislature hereby finds and declares that persons receiving health care services have a right to expect that the confidentiality of individual identifiable medical information derived by health service providers be reasonably preserved. It is the intention of the Legislature in enacting this act, to provide for the confidentiality of individually identifiable medical information, while permitting certain reasonable and limited uses of that information.” The Act specifically provides that “[n]o provider of health care, health care service plan, or contractor shall disclose medical information regarding a patient of the provider of health care or an enrollee or subscriber of a health care service plan without first obtaining an authorization....” Civil Code. § 56.10(a). The Act further provides that “[e]very provider of health care, health care service plan, pharmaceutical company, or contractor who creates, maintains,

¹ The Ninth Circuit permits the use of pseudonyms in unusual cases where concealing a party’s identity is necessary to protect that party from “harassment, injury, ridicule, or personal embarrassment.” *United States v. Doe*, 655 F.2d 920, 922 n. 1 (9th Cir. 1981); *Does I thru XXIII v. Advanced Textile*, 214 F.3d 1058, 1086 (9th Cir. 2000). A pseudonym has been used in place of Plaintiff’s real name due to privacy concerns as Plaintiff has a reasonable fear of severe stigma, harm, harassment, injury, ridicule, and personal embarrassment in light of the nature of the case.

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1 preserves, stores, abandons, destroys, or disposes of medical records shall do
2 so in a manner that preserves the confidentiality of the information contained
3 therein. Any provider of health care, health care service plan, pharmaceutical
4 company, or contractor who negligently creates, maintains, preserves, stores,
5 abandons, destroys, or disposes of medical records shall be subject to the
6 remedies ... provided under subdivisions (b) ... of Section 56.36.” Civil Code
7 § 56.101.

8 3. Civil Code § 56.36(b) provides Plaintiff, and all other persons similarly
9 situated, with a private right to bring an action against Defendant for violation
10 of Civil Code § 56.101 by specifically providing that “[i]n addition to any
11 other remedies available at law, any individual may bring an action against
12 any person or entity who has negligently released confidential information or
13 records concerning him or her in violation of this part, for either or both of the
14 following: (1) ... nominal damages of one thousand dollars (\$1,000). In order
15 to recover under this paragraph, *it shall not be necessary that the plaintiff*
16 *suffered or was threatened with actual damages.* (2) The amount of actual
17 damages, if any, sustained by the patient.” (Emphasis added)

18 4. Plaintiff makes these allegations on information and belief, with the exception
19 of those allegations that pertain to a plaintiff, or to a plaintiff’s counsel, which
20 Plaintiff alleges on personal knowledge.

21 5. While many violations are described below with specificity, this Complaint
22 alleges violations of the statute cited in its entirety.

23 6. Unless otherwise indicated, the use of any Defendant’s name in this
24 Complaint includes all agents, employees, officers, members, directors, heirs,
25 successors, assigns, principals, trustees, sureties, subrogees, representatives,
26 and insurers of that defendant named.

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JURISDICTION AND VENUE

- 7. This Court has jurisdiction over this action under 28 U.S.C. § 1332(d) of the Class Action Fairness Act (“CAFA”) because the amount in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs, with at least one member of the proposed Class being a citizen of a different state than Defendant.
- 8. Venue is appropriate in the United States District Court for the Southern District of California pursuant to 28 U.S.C. § 1391 for the following reasons:
 - (i) Plaintiff resides in the County of San Diego, State of California which is within this judicial district; (ii) the conduct complained of herein occurred within this judicial district; and (iii) many of the acts and transactions giving rise to this action occurred in this district because Defendant:
 - a) Is authorized to conduct business in this district and has intentionally availed itself to the laws and markets within this district;
 - b) Does substantial business within this district;
 - c) Is subject to personal jurisdiction with this district because it has availed itself of the laws and markets within this district; and
 - d) The harm to Plaintiff occurred within this district.

PARTIES

- 9. Plaintiff is, and at all times mentioned herein has been, a citizen and resident of the County of San Diego, State of California. Plaintiff is a natural person and a “consumer” for purposes of Cal. Bus. & Prof. Code § 1760(d).
- 10. Defendant is a corporation formed under the laws of the State of Pennsylvania with its corporate headquarters located in the State of Connecticut at 151 Farmington Avenue, Hartford, Connecticut 06156.
- 11. Defendant is a health care company that sells health insurance plans and related services. As of December 31, 2016, Defendant serves approximately 23.1 million medical members, approximately 14.5 million dental members,

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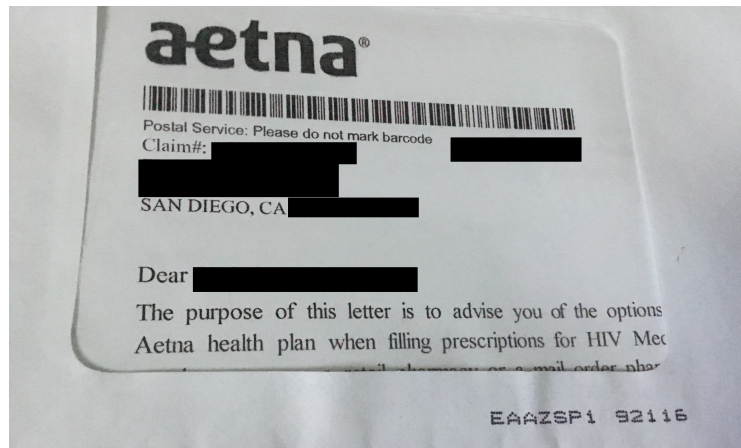
1 and approximately 15.2 million pharmacy benefit management services
2 members.²

3 **FACTUAL ALLEGATIONS**

4 12. Plaintiff realleges and incorporates by reference all of the above paragraphs of
5 this Complaint as though fully stated herein.

6 13. On or about July 28, 2017 Plaintiff received a letter from Defendant regarding
7 Plaintiff's pharmacy benefits pertaining to Plaintiff's HIV medications. Said
8 letter was sent in an envelope with a large glassine window which exposed the
9 letters contents, thereby resulting in an unlawful and unauthorized disclosure
10 of Plaintiff's personal confidential medical information, including Plaintiff's
11 name and reference to Plaintiff's medical diagnosis, medical prescriptions for
12 HIV medications, and other insurance and billing information related to
13 Plaintiff.

14 14. As shown in the photograph below, the instructions regarding how individuals
15 could obtain their HIV medications was plainly visible to unauthorized
16 individuals through the large glassine window section of the envelope.
17 Specifically, the exposed portion of the letter clearly indicated that Aetna was
18 the sender of the letter, included Plaintiff's claims number, name, address, and
19 stated that the purpose of the letter was to advise Plaintiff of Plaintiff's
20 options regarding Plaintiff's HIV prescriptions.



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28 ² <https://www.aetna.com/about-us/aetna-facts-and-subsiaries/aetna-facts.html>

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- 1 15. As shown in the paragraph above, due to the large-window envelope, and the
2 way in which the letter to Plaintiff and similarly situated members of the
3 Class, the individuals' names, addresses, claim numbers, and information
4 regarding their HIV prescription medications were clearly visible and exposed
5 on the face of the envelope to anyone who was able to view the envelope.
- 6 16. Thereafter, on or about August 23, 2017, Defendant sent Plaintiff and
7 similarly situated members of the Class written notice of the privacy breach
8 that occurred as a result of Defendant's abovementioned letter mailed to
9 Plaintiff and similarly situated members of the Class.
- 10 17. Through the above conduct, Defendant recklessly failed to take adequate
11 precautions to safeguard the confidential medical information of Plaintiff and
12 similarly situated members of the Class.
- 13 18. At no point in time did Plaintiff give any authorization for Defendant's reveal
14 or disclose Plaintiff's personal medical information to any other person.
- 15 19. Defendant could have easily taken steps to avoid the unauthorized disclosure
16 of Plaintiff and similarly situated persons' medical information by changing
17 the formatting of its letters so that the sensitive content of the letter would not
18 be revealed or Defendant could have used an envelope with a smaller glassine
19 window that only showed the recipients' name and address. Alternatively,
20 Defendant could have used a more secure conventional solid envelope without
21 a glassine window or Defendant could have used a cover page with only the
22 recipients' name and address instead. There were many simple alternatives
23 that Defendant could have selected to avoid the exposure of such sensitive
24 confidential medical information.
- 25 20. It is common knowledge that AIDS is the disease caused by the HIV virus.
26 People living with HIV and AIDS face extreme stigma and discrimination;
27 and to ensure that people feel safe to come forward and be tested and treated
28 for HIV, the majority states have enacted laws that protect the confidentiality

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1 of a person’s HIV-related information.³

2 21. In recognition of the important privacy rights that individuals expect to have
3 over their private, sensitive medical information, Federal laws, such as the
4 Health Insurance Portability and Accountability Act of 1996 (“HIPPA”), were
5 also enacted to provide data privacy and security provisions to help safeguard
6 patients’ medical information. Similarly, California has enacted the
7 Confidentiality of Medical Information Act, Civil Code §§ 56 et seq.

8 22. Through the above conduct, Defendant carelessly, recklessly, negligently, and
9 impermissibly revealed Plaintiff’s sensitive and confidential medical
10 information to numerous unauthorized third parties, including Plaintiff’s
11 family, friends, neighbors, mail carriers, and others who had the opportunity
12 to view the abovementioned letter distributed by Defendant.

13 23. In selecting Defendant as Plaintiff’s health insurance provider, Plaintiff relied
14 on Defendant and entrusted Defendant to use adequate privacy and security
15 provisions with regard to Plaintiff’s medical information.

16 24. Plaintiff was shocked and angered by the fact that Defendant had so carelessly
17 disclosed Plaintiff’s personal medical information to an unauthorized person
18 in violation of Cal. Civ. Code §§ 56, et seq.

19 25. Plaintiff has suffered from increased stress, embarrassment, humiliation,
20 frustration, fear and anxiety as a result of Defendant’s reckless exposure of
21 Plaintiff’s confidential medical information to others through the
22 abovementioned envelope window.

23 26. This action seeks redress against Defendant for its unlawful and unauthorized
24 disclosure of confidential HIV-related medical information of Plaintiff and
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26 ³ The majority of states have either HIV-specific privacy statutes or general privacy provisions
27 that expressly mentioned HIV. *See* <https://www.cdc.gov/hiv/policies/law/states/index.htm>. The
28 remaining states may protect its confidentiality under other statutes or provisions. *See Electronic Privacy Information Center, Lawrence O. Gostin, Legislative Survey of State Confidentiality Laws, with Specific Emphasis on HIV and Immunization* via https://epic.org/privacy/medical/cdc_survey.html.

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1 similarly situated members of the Class.

2 **CLASS ACTION ALLEGATIONS**

3 27. Plaintiff realleges and incorporates by reference all of the above paragraphs of
4 this Complaint as though fully stated herein.

5 28. Plaintiff brings this action individually and on behalf of all others similarly
6 situated against Defendant, pursuant to the Federal Rules of Civil Procedure,
7 Rules 23(a), 23(b)(1), 23(b)(2) and 23(b)(3).

8 29. Plaintiff represents and is a member of the Class (“the Class”) consisting of:

9 All persons with addresses within the State of California
10 who were mailed a letter by Defendant regarding HIV
11 prescription medication that caused personal medical
12 information to be visible through the glassine window of
13 the envelope used to send the letter, which was not
14 returned undeliverable by the United States Postal
Service, within the four (4) years prior to the filing of the
Complaint.

15 30. Defendant and its employees and/or agents are excluded from the Class.
16 Plaintiff does not know the number of members in the Class, but Plaintiff
17 currently believes that there are hundreds of thousands, if not more, members
18 of the Class within the State of California. This matter should therefore be
19 certified as a Class Action to assist in the expeditious litigation of this matter.

20 31. The numerosity requirement of Fed. R. Civ. P. Rule 23(a)(1) is satisfied for
21 each of the aforementioned Class because the members of the Class are so
22 numerous and geographically disbursed that joinder of all Class members is
23 impractical and the disposition of their claims in the Class action will provide
24 substantial benefits both to the parties and to the court. The Class can be
25 identified through Defendant’s records and/or Defendant’s agents’ records.

26 32. There is a well-defined community of interest in the questions of law and fact
27 involved affecting the parties to be represented. Common questions of fact
28 and law exist in this matter that predominate over questions that may affect

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1 individual Class members, satisfying the requirement of Fed. R. Civ. P., Rule
2 23(a)(2), including but not limited to:

- 3 a. Whether Defendant participated in or committed the wrongful conduct
4 alleged herein;
- 5 b. Whether Defendant’s acts, transactions, or course of conduct
6 constitute the violations of law alleged herein;
- 7 c. Whether the members of the Class sustained and/or continue to
8 sustain damages attributable to Defendant’s conduct, and, if so, the
9 proper measure and appropriate formula to be applied in determining
10 such damages; and
- 11 d. Whether the members of the Class are entitled to injunctive and/or
12 any other equitable relief.

13 33. Plaintiff’s claims are typical of the claims of all other members of the Class
14 and involve the same violations of law by Defendant as other Class members’
15 claims. Plaintiff and members of the Class also sustained damages arising out
16 of Defendant’s common course of conduct complained herein. Accordingly,
17 Plaintiff satisfies the “typicality” requirement of Fed. R. Civ. P., Rule 23(a)(3)
18 with respect to the Class.

19 34. As a person in who received the abovementioned letter from Defendant,
20 which caused an unauthorized disclosure of Plaintiff’s confidential medical
21 information, Plaintiff is asserting claims that are typical of the Class. Plaintiff
22 will fairly and adequately represent and protect the interests of other members
23 of the Class in that Plaintiff has no interests antagonistic to any member of the
24 Class. Thus, Fed. R. Civ. P., Rule 23(a)(4) is satisfied.

25 35. This suit seeks damages and injunctive relief for recovery of injury on behalf
26 of the Class, and it expressly is not intended to request any recovery for
27 personal injury and claims related thereto. Plaintiff reserves the right to
28 expand the Class definition to seek recovery on behalf of additional persons as

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1 warranted as facts are learned in further investigation and discovery.

2 36. Plaintiff and the members of the Class have all suffered irreparable harm as a

3 result of the Defendant’s unlawful and wrongful conduct. Absent a

4 representative class action, members of the Class will continue to face the

5 potential for irreparable harm described herein. In addition, these violations of

6 law will be allowed to proceed without remedy and Defendant will likely

7 continue such illegal conduct. Because of the size of the individual Class

8 member’s claims, few, if any, Class members could afford to seek legal

9 redress for the wrongs complained of herein. Furthermore, even if separate

10 actions could be brought by individual purchasers, the resulting multiplicity of

11 lawsuits would cause undue hardship and expense for both the Court and the

12 litigants, as well as create the risk of inconsistent rulings and adjudications

13 that might be dispositive of the interests of similarly situated purchasers,

14 thereby substantially impeding purchasers’ ability to protect their interests,

15 while establishing incompatible standards of conduct for Defendant. Thus,

16 the proposed Class satisfies the requirements of Fed. R. Civ. P., Rule 23(b)(1).

17 37. Defendant has acted and/or refused to act on grounds generally applicable to

18 the Plaintiff and other members of the Class, thereby rendering class

19 certification and final injunctive relief and corresponding declaratory relief

20 with respect to members of the Class as a whole appropriate. Thus,

21 certification is proper under Fed. R. Civ. P. Rule 23(b)(2).

22 38. As discussed above, numerous common questions of fact and law exist in this

23 matter. These questions predominate over the individual questions presented

24 in this action. Thus, the predominance requirement of Fed. R. Civ. P. Rule

25 23(b)(3) is satisfied.

26 39. Plaintiff has retained counsel experienced in handling class action claims and

27 claims involving violations of the consumer laws, and specifically violations

28 of the California Business and Professions Code.

1 40. A class action is a superior method for the fair and efficient adjudication of
 2 this controversy. Class-wide damages are essential to induce Defendant to
 3 comply with federal and California law. The interest of Class members in
 4 individually controlling the prosecution of separate claims against Defendant
 5 is small because the damages suffered by individual members of the Class
 6 may be minimal. As a result, the expense and burden and litigation would
 7 prevent Class members from individually redressing the wrongs done to them.
 8 A representative class action is both the appropriate vehicle by which to
 9 adjudicate these claims and is essential to the interests of justice.
 10 Furthermore, a class action regarding the issues presented in this matter
 11 creates no significant problems of manageability. Therefore, the superiority
 12 and manageability requirements of 23(b)(3) are satisfied.

13 CAUSES OF ACTION

14 COUNT I

15 VIOLATION OF CAL. CIV. CODE §§ 56, ET SEQ.

16 [CONFIDENTIALITY OF MEDICAL INFORMATION ACT]

17 41. Plaintiff incorporates by reference all of the above paragraphs of this
 18 Complaint as though fully stated herein.

19 42. The forgoing acts and omissions constitute violation of the Confidentiality of
 20 Medical Information Act, California Civil Code §§ 56, et seq.

21 43. Civil Code Section §§ 56, et seq., prohibits health care providers from
 22 disclosing medical information regarding a patient without first obtaining
 23 written authorization from the patient.

24 44. At all relevant times, Defendant had a legal duty to protect the confidentiality
 25 of Plaintiff's medical information.

26 45. By disclosing Plaintiff's private medical information without written
 27 authorization, Defendant has violated California Civil Code § 56.10.

28 46. Defendant has also violated California Civil Code § 56.101, which prohibits

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1 the negligent creation, maintenance, preservation, storage, abandonment,
2 destruction, or disposal of confidential medical information. Among other
3 things, Defendant is and was negligent by failing to implement, maintain, and
4 follow reasonable policies and procedures to protect medical information from
5 unauthorized access and disclosure.

6 47. As a result of Defendant’s above-described conduct, Plaintiff and the Class
7 have suffered damages from the unauthorized release of their individual
8 identifiable “medical information” made unlawful by Civil Code §§ 56.10,
9 56.101.

10 48. Because Civil Code § 56.101 allows for the remedies and penalties provided
11 under Civil Code § 56.36(b), Plaintiff and the Class seek nominal damages of
12 one thousand dollars (\$1,000) for each violation under Civil Code
13 §56.36(b)(1), and actual damages suffered, if any, pursuant to Civil Code §
14 56.36(b)(2).

15 49. Plaintiff also seeks an injunctive order requiring Defendant to cease its
16 violations of the Civil Code §§ 56, et seq. Among other things Defendant
17 should be required to cease negligently handling its patients' medical
18 information

19 **COUNT II**

20 **VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200, ET SEQ.**

21 **[CALIFORNIA’S UNFAIR COMPETITION LAW]**

22 50. Plaintiff incorporates by reference all of the above paragraphs of this
23 Complaint as though fully stated herein.

24 51. Plaintiff and Defendant are each “person[s]” as defined by Cal. Bus. & Prof.
25 Code § 17201. Cal. Bus. & Prof. Code § 17204 authorizes a private right of
26 action on both an individual and representative basis.

27 52. By and through Defendant’s conduct alleged in further detail above and
28 herein, Defendant engaged in conduct which constitutes unlawful, unfair,

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1 and/or fraudulent business practices prohibited by Bus. & Prof. Code §§
2 17200, et seq.

3 53. “Unfair competition” is defined by Bus. & Prof. Code section § 17200 as
4 encompassing several types of business “wrongs,” four of which are at issue
5 here: (1) an “unlawful” business act or practice, (2) an “unfair” business act or
6 practice, (3) a “fraudulent” business act or practice, and (4) “unfair, deceptive,
7 untrue or misleading advertising.” The definitions in §§ 17200, et seq. are
8 drafted in the disjunctive, meaning that each of these “wrongs” operates
9 independently from the others.

10 54. Defendant has engaged in “unlawful” business acts and practices in violation
11 of California Bus. & Prof. Code §§ 17200, et seq. by its conduct in violation
12 of the Confidentiality of Medical Information Act, Civil Code §§ 56.10,
13 56.101, as alleged above and herein.

14 55. Had Plaintiff and members of the Class known that Defendant wasn’t using
15 reasonable precautions to ensure the safe storage of Plaintiff’s individual
16 identifiable “medical information,” and that Defendant was going to released
17 their individual identifiable “medical information,” to unauthorized persons
18 without their authorized written consent in violation of its promises made in
19 its privacy policy and required by the Act, Plaintiff would not have used
20 Defendant’s health care services.

21 56. Plaintiff and members of the Class have suffered an injury in fact by a
22 significant exposure of sensitive personal information by Defendant making
23 individual identifiable “medical information,” within the meaning of Civil
24 Code § 56.05(j), including their names, medications, medical diagnoses, and
25 other individually identifiable medical information as defined by Civil Code §
26 56.05(j), released to and viewed by unauthorized persons without their prior
27 written authorization as required by the Act, Civil Code §§ 56.10, 56.101.
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1 57. Additionally, Plaintiff and members of the Class have suffered a loss of
2 money or property in the form of paying fees and costs for health care services
3 rendered by Defendant, and have suffered a loss of money or property in that
4 Plaintiff and the Class have suffered and are each entitled to nominal damages
5 of one thousand dollars (\$1,000) pursuant to Civil Code §§ 56.36(b)(1),
6 56.101.

7 58. Pursuant to the Bus. & Prof. Code § 17203, Plaintiff and the Class seek an
8 order of this Court requiring full restitution of all monies wrongfully acquired
9 by Defendant in the form of health care services payments made to Defendant
10 by means of such “unlawful” conduct, so as to restore any and all monies to
11 Plaintiff and the Class which were acquired and obtained by means of such
12 “unlawful” conduct, and which ill-gotten gains are still retained by Defendant.

13 59. Pursuant to the Bus. & Prof. Code § 17203, Plaintiff and the Class also seek
14 an order of this Court for equitable and/or injunctive relief in the form of an
15 order instructing Defendant to prohibit the unauthorized disclosure of their
16 individual identifiable “medical information,” and to adequately maintain the
17 confidentiality of their individual identifiable “medical information,” and an
18 order enjoining Defendant from disclosing their individual identifiable
19 “medical information,” without the prior written authorization of Plaintiff and
20 each Class member, as required by the Act. Absent injunctive relief from the
21 Court, Defendant is likely to continue to injure Plaintiff and the Class.

22 60. Plaintiff and other members of the Class have in fact been injured as a result
23 of their reliance on Defendant’s material representations and omissions,
24 which are described above. As a result of this reliance, Defendant has caused
25 harm to Plaintiff and other members of the Class. Plaintiff and the other
26 members of the Class have suffered injury in fact and lost money as a
27 result of these unlawful, unfair, and fraudulent practices.
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1 61. As a direct and proximate result of the repeated violations described above
2 and herein, Defendant has received and continues to receive unjust revenue
3 and profit at the expense of their competitors and the public.

4 62. Plaintiff has suffered an “injury in fact” as a result of Defendant’s above-
5 described conduct.

6 63. Unless Defendant is enjoined from continuing to engage in the unlawful,
7 unfair, fraudulent, untrue, and deceptive business acts and practices as
8 described herein, Plaintiff and consumers residing within California, will
9 continue to be exposed to and harmed by Defendant’s unlawful, unfair, and/or
10 fraudulent business practices.

11 64. Plaintiff and the Class seek restitution of excess monies paid to Defendant by
12 Plaintiff and the Class relating to the representations set forth on Defendant’s
13 website in the marketing and description of Defendant’s services.

14 65. In prosecuting this action for the enforcement of important rights affecting the
15 public interest, Plaintiff seeks the recovery of attorneys’ fees, which is
16 available to a prevailing plaintiff in class action cases such as this matter.

17 **COUNT III**

18 **NEGLIGENCE**

19 66. Plaintiff incorporates by reference all of the above paragraphs of this
20 Complaint as though fully stated herein.

21 67. Defendant owed various duties to Plaintiff pursuant to the CMIA, as alleged
22 in detail above. Specifically, Defendant owed a duty to Plaintiff with regard
23 to its manner of debt collection practices.

24 68. Defendant breached Defendant’s respective duties by engaging in the conduct
25 alleged above in violation of the CMIA.

26 69. Plaintiff asserts that Defendant is both the actual and legal cause of Plaintiff’s
27 damages.
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1 70. Plaintiff believes and thereon alleges that as a proximate result of Defendant’s
2 negligence, Plaintiff has suffered actual damages and significant emotional
3 distress as described herein and above.

4 71. Due to the egregious violations alleged herein, Plaintiff asserts that Defendant
5 breached Defendant’s respective duties in an oppressive, malicious,
6 despicable, gross and wantonly negligent manner. As such, said conduct
7 Defendant’s conscious disregard for Plaintiff’s rights entitles Plaintiff to
8 recover punitive damages from Defendant.

9 **PRAYER FOR RELIEF**

10 **WHEREFORE**, Plaintiff respectfully requests the Court grant Plaintiff and
11 the Class the following relief against Defendant:

- 12 • That the Court determine that this action may be maintained as a Class
- 13 Action by certifying this case as a Class Action as to the Class;
- 14 • That the Court appoint Plaintiff to serve as the Class Representative in
- 15 this matter and appoint Plaintiff’s Counsel as Class Counsel;
- 16 • That Plaintiff and the Class be awarded reasonable attorneys’ fees and
- 17 costs of this suit pursuant to Code of Civil Procedure § 1021.5 and
- 18 California Civil Code § 1780, and/or any other applicable law;
- 19 • That Defendant’s wrongful conduct alleged herein be adjudged and
- 20 decreed to violate the consumer protection statutory claims asserted
- 21 herein;

22 **COUNT I**

23 **VIOLATION OF CAL. CIV. CODE §§ 56, ET SEQ. (CMIA)**

- 24 • An award of nominal damages in the amount of \$1,000.00 per violation
- 25 to Plaintiff individually and to each member of the Class pursuant to
- 26 Cal. Civ. Code § 56.36(b)(1);
- 27 • An award of actual damages according to proof per violation pursuant to
- 28 Cal. Civ. Code § 56.36(b)(2);

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- Any and all other relief that this Court deems just and proper;

COUNT II

VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200, ET SEQ. (UCL)

- An award of restitution of all monies wrongfully acquired by Defendant in the form of health care services payments made to Defendant by Plaintiff and the Class;
- An award of appropriate injunctive and/or declaratory relief preventing such conduct in the future;
- Any and all other relief that this Court deems just and proper.

COUNT III

NEGLIGENCE

- An award of actual damages to be determined at trial;
- An award of punitive damages to be determined at trial;
- Any and all other relief that this Court deems just and proper.

TRIAL BY JURY

72. Pursuant to the Seventh Amendment to the Constitution of the United States of America, Plaintiff is entitled to, and demands, a trial by jury.

Date: September 25, 2017

KAZEROUNI LAW GROUP, APC

By: s/ Abbas Kazerounian
ABBAS KAZEROUNIAN, ESQ.
MONA AMINI, ESQ.
Attorneys for Plaintiff

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

DOE, JOHN

(b) County of Residence of First Listed Plaintiff SAN DIEGO (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) Abbas Kazerounian, Esq.; Mona Amini, Esq. KAZEROUNI LAW GROUP, APC - Tel: (800) 400-6808 245 Fischer Avenue, Unit D1, Costa Mesa, CA 92626

DEFENDANTS

AETNA, INC.

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

'17CV1947 H JLB

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, LABOR, IMMIGRATION, FORFEITURE/PENALTY, BANKRUPTCY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (specify), 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. § 1332(d) 28:1331 (mxn) Brief description of cause: Violations of (1) Cal. Civ. Code §§ 56 et seq. (CMIA); (2) Cal. Bus. & Prof. Code §§ 17200, et seq.; (3) Negligence

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 09/25/2017 SIGNATURE OF ATTORNEY OF RECORD s/ Abbas Kazerounian

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lawsuit Claims Aetna Violated Confidentiality Laws by Sending Envelope with Glassine Window](#)
