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4 Attorneys for Plaintiff LAURA VELTMEYER

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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 IN AND FOR THE COUNTY OF SAN DIEGO

10 LAURA VELTMEYER, an individual,

11 Plaintiff,

12 v.

13 CIGNA HEALTH AND LIFE INSURANCE
COMPANY, a Connecticut corporation, and
14 DOES 1-10, inclusive,

15 Defendants.

Case No.: 37-2017-00024828-CU-PO-CTL

COMPLAINT FOR:

1. Breach of the Implied Covenant of Good Faith and Fair Dealing
2. Breach of Contract
3. Negligence
4. Declaratory Relief

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20 COMES NOW, Plaintiff LAURA VELTMEYER, an individual, by and through her
21 attorneys of record, and THE GILLILAND FIRM, by Douglas S. Gilliland, Esq., and alleges as
22 follows:

23 **I.**

24 **GENERAL ALLEGATIONS**

25 1. Venue of this lawsuit is proper in the Superior Court of the state of California, in
26 and for the county of San Diego, pursuant to Code of Civil Procedure section 395(a), because
27 Defendant CIGNA HEALTH AND LIFE INSURANCE COMPANY, a Connecticut corporation,
28 is licensed to do business, and is doing business, in San Diego County, California and the

1 7. Without the benefit of the PET scan, Plaintiff VELTMEYER was put on regimen
2 program of chemotherapy. After the chemotherapy, authority to perform a PET scan was again
3 requested and denied by CIGNA.

4 8. In January of 2016, Plaintiff VELTMEYER underwent a double radical
5 mastectomy. Pathology revealed cancer in her breast tissue and lymph nodes. The cancerous
6 tissue is removed.

7 9. In February 2016, Plaintiff VELTMEYER started her second round of
8 chemotherapy.

9 10. In February 2016, a PET scan was approved by CIGNA, but its results were
10 worthless because Plaintiff VELTMEYER had just had the double radical mastectomy so the
11 entire cellular area was reacting to the scan from the trauma of the surgery, not because of the
12 presence of cancer.

13 11. Thereafter, in February 2016, Plaintiff VELTMEYER began another regimen of
14 chemotherapy.

15 12. In March 2016, Plaintiff VELTMEYER starts her third round of chemotherapy.
16 This time the chemotherapy was coupled with radiation treatment.

17 13. Another PET scan is requested and denied by CIGNA.

18 14. After the PET scan was denied by CIGNA, Mrs. VELTMEYER developed a rash
19 on her chest and a cough. She went to a dermatologist and a biopsy revealed cancer.

20 15. Plaintiff VELTMEYER's oncologist called CIGNA to request a PET scan on an
21 emergency basis. CIGNA did not approve the PET scan.

22 16. The VELTMEYERs called the Scripps Cancer Center to pay for the PET scan out
23 of pocket. They were told that they cannot pay out of pocket, but must go through the insurance
24 appeal process with CIGNA.

25 17. Plaintiff VELTMEYER currently suffers from cancer of the lungs, right side of
26 the neck and chest.

27 18. Plaintiff VELTMEYER suffered a covered loss under her policy of health
28 insurance with CIGNA because the PET scans requested by her doctors were medically

1 necessary for the treatment of her cancer.

2 19. CIGNA was notified of the requests for the PET scans by Plaintiff
3 VELTMEYER's doctors.

4 20. CIGNA unreasonably failed to investigate and approve the policy benefits of the
5 medically necessary PET scans.

6 21. CIGNA's unreasonable failure to investigate and approve the policy benefits of
7 the medically necessary PET scans was a substantial factor in causing harm to Plaintiff
8 VELTMEYER, including her health, recovery and prognosis for recovery.

9 22. The conduct alleged herein amounts to oppression, fraud and/or malice within the
10 meaning of California Civil Code section 3294 which entitles Plaintiff VELTMEYER to punitive
11 damages to punish the defendant(s) and deter them from similar conduct in the future.

12 **III.**

13 **SECOND CAUSE OF ACTION**

14 **Breach of Written Contract**

15 **[Against CIGNA and DOES 1-5]**

16 Plaintiff incorporates by reference all previously pled paragraphs herein.

17 23. Plaintiff VELTMEYER and CIGNA entered into a contract for health insurance.

18 24. Plaintiff VELTMEYER did all, or substantially all, of the significant things that
19 the contract required her to do.

20 25. All the conditions required for CIGNA to provide performance of its obligations
21 on the contract had occurred because they had been notified of Plaintiff VELTMEYER's
22 condition and the PET scans were medically necessary to for the proper medical treatment of
23 Plaintiff VELTMEYER.

24 26. Defendant CIGNA breached its obligations under the contract because it failed to
25 approve medically necessary medical treatment, i.e., the PET scans, which it knew were
26 medically necessary.

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1 27. Plaintiff was harmed as a result of Defendant CIGNA’s breach of contract.

2 **IV.**

3 **THIRD CAUSE OF ACTION**

4 **Negligence**

5 **[Against CIGNA and DOES 1-5]**

6 Plaintiff incorporates by reference all previously pled paragraphs herein.

7 28. Defendant had a duty to use ordinary care in the processing of Plaintiff
8 VELTMEYER’s insurance claims.

9 29. Defendant CIGNA breached that duty of care by failing to properly and timely
10 investigate the requests for PET scans and by wrongfully concluding that the PET scans
11 requested were not medically necessary for the for the proper treatment and care of Plaintiff
12 VELTMEYER’s cancer.

13 30. Defendant CIGNA’s breach of duty was a substantial factor in causing harm to
14 Plaintiff VELTMEYER because her doctors were no able to accurately diagnose the location and
15 type of cancer nor provide an accurate treatment plan which caused Plaintiff VELTMEYER
16 harm.

17 **V.**

18 **THIRD CAUSE OF ACTION**

19 **Declaratory Relief**

20 **[Against CIGNA and DOES 1-5]**

21 Plaintiff incorporates by reference all previously pled paragraphs herein.

22 31. An actual controversy exists relating to the legal rights and duties of Plaintiff
23 VELTMEYER and Defendant CIGNA as to the rights and responsibilities of the parties under
24 the contract of health insurance. The controversy is causing irreparable harm to Plaintiff
25 VELTMEYER because she has no adequate remedy at law.

26 32. Plaintiff VELTMEYER seeks a judicial determination and declaration of rights
27 and duties of Plaintiff VELTMEYER and Defendant CIGNA relative to the controversy, to wit,
28 the rights and responsibilities for approval and payments of health benefits under the contract for

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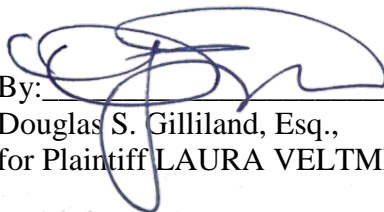
health insurance.

WHEREFORE Plaintiff LAURA VELTMEYER prays as follows:

1. General damages according to proof at the time of trial;
2. Special damages according to proof at the time of trial;
3. Punitive damages according to proof at the time of trial;
4. Pre-judgment interest and costs of suit incurred herein and interest; and
5. Any further equitable or legal relief that this Court deems just and appropriate.

DATED: July 7, 2017

THE GILLILAND FIRM

By: 

Douglas S. Gilliland, Esq.,
for Plaintiff LAURA VELTMEYER