

AKIN GUMP STRAUSS HAUER & FELD LLP

Marshall L. Baker (SBN 300987)
mbaker@akingump.com
Lauren E. Huennekens (SBN 328855)
lhuennekens@akingump.com
1999 Avenue of the Stars, Suite 600
Los Angeles, CA 90067-6022
Telephone: 310.229.1000
Facsimile: 310.229.1001

AKIN GUMP STRAUSS HAUER & FELD LLP

Anthony T. Pierce*
apierce@akingump.com
Mark R. Herring*
mherring@akingump.com
Caroline L. Wolverton*
cwolverton@akingump.com
Robert S. Strauss Tower
2001 K Street, N.W.
Washington, DC 20006-1037
Telephone: 202.887.4000
Facsimile: 202.887.4288
*Pro Hac Vice App. Forthcoming

*Attorneys for Plaintiffs Epic Systems Corporation, OCHIN, Inc.,
Reid Hospital & Health Care Services, Inc., Trinity Health Corporation,
and UMass Memorial Health Care, Inc.*

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

Epic Systems Corporation; OCHIN,
Inc.; Reid Hospital & Health Care
Services, Inc. d/b/a Reid Health;
Trinity Health Corporation; and
UMass Memorial Health Care, Inc.,

Plaintiffs,

v.

Health Gorilla, Inc.; RavillaMed
PLLC; Avinash Ravilla; Shere Saidon;
LlamaLab, Inc.; Unique Medi Tech
LLC, d/b/a Mammoth Dx; Mammoth
Path Solution, LLC; Mammoth Rx,
Inc.; Ryan Hilton; Daniel Baker; Max
Toovey; Unit 387 LLC; SelfRx, LLC
d/b/a Myself.Health; Critical Care
Nurse Consultants, LLC d/b/a
GuardDog Telehealth; Hoppr, LLC;
Meredith Manak, and DOES 1-100,

Defendants.

Case No. _____

**COMPLAINT SEEKING IMMEDIATE
AND PERMANENT INJUNCTIVE
RELIEF FOR:**

- (1) Fraud;**
- (2) Aiding and Abetting Fraud;**
- (3) Violations of California Business and Professions Code § 17200 et seq.;**
- (4) Breach of Contract; and**
- (5) Violations of Federal Computer Fraud and Abuse Act, 18 U.S.C. § 1030 et seq.**

JURY TRIAL DEMANDED

Date Action Filed: January 13, 2026

1 Plaintiffs Epic Systems Corporation (“Epic”), OCHIN, Inc. (“OCHIN”), Reid
2 Hospital & Health Care Services, Inc. d/b/a Reid Health (“Reid”), Trinity Health
3 Corporation (“Trinity”), and UMass Memorial Health Care, Inc. (“UMass Memorial
4 Health” and, together with Epic, OCHIN, Reid, and Trinity, “Plaintiffs”) by and through
5 their attorneys, for their Complaint against Defendants Health Gorilla, Inc. (“Health
6 Gorilla”), RavillaMed PLLC (“RavillaMed”), LlamaLab, Inc., also d/b/a LlamaLab AI
7 (“LlamaLab”), Mammoth Rx, Inc., Unique Medi Tech, LLC, d/b/a Mammoth Dx, and
8 Mammoth Path Solution, LLC (together with Mammoth Dx, “Mammoth”), Unit 387 LLC
9 (“Unit 387”), SelfRx, LLC, d/b/a MySelf.Health (“SelfRx”), Hoppr, LLC (“Hoppr”),
10 Critical Care Nurse Consultants, LLC, d/b/a GuardDog Telehealth (“GuardDog”),
11 Avinash Ravilla, Shere Saidon, Ryan Hilton, Daniel Baker, Max Toovey, and Meredith
12 Manak, allege, based on knowledge or information and belief derived from independent
13 sources, as follows:

14 INTRODUCTION

15 1. Epic, OCHIN, Reid, Trinity, and UMass Memorial Health bring this action
16 to put a stop to those who are exploiting health information exchange frameworks to
17 fraudulently access and steal sensitive patient health information for financial gain.
18 Masquerading as healthcare providers who are treating patients, these bad actors have
19 accessed and monetized many thousands of patient records. These actors are putting the
20 enormous positive patient outcomes achieved through interoperability at risk. If not
21 stopped, they will continue to inappropriately market the patient data they have already
22 taken and will take more through their almost unfettered access to the patient records of
23 millions of patients held in the custody of most providers in America, including provider
24 organizations using Epic’s interoperability software.

25 2. These rings, which include Defendants, are attempting to turn nationwide
26 interoperability frameworks into data marts where sensitive patient information can be
27 bought and sold without patient consent or their physicians’ knowledge. In doing so, they
28 are ruining the substantial progress healthcare interoperability has made for many

1 patients. When used appropriately, interoperability ensures that medical care is informed
2 by a patient’s medical history, allowing healthcare providers to improve patient outcomes.
3 Interoperability has profoundly enhanced the quality of patient care, and national
4 interoperability frameworks now facilitate the real-time exchange of patient records
5 across networks, with tens of millions of patient records being seamlessly exchanged each
6 day. Before interoperability, providers often had to rely on a patient’s memory for their
7 medical history. In some circumstances, obtaining a medical history would not be
8 possible, for example if a patient arrived unconscious in an emergency department of a
9 hospital to which they had never been. But with interoperability, with basic identifying
10 information about a patient, a hospital can access that patient’s medical history.

11 3. At stake are both the protection of patient records that contain some of a
12 person’s most sensitive data, such as genetic, mental wellbeing, and reproductive
13 information, and the ability of physicians to keep their promises to patients that their
14 information will be kept private. The federal Health Insurance Portability and
15 Accountability Act and the Health Information Technology for Economic and Clinical
16 Health (“HITECH”) Act, along with their implementing regulations, (all together,
17 “HIPAA”) establish providers as custodians and stewards of their patients’ data. Among
18 other things, HIPAA requires that providers make express, written promises to each
19 patient not to use or disclose medical information except under established conditions for
20 specific purposes, such as treatment or payment. For each of these purposes, there are
21 unique requisite conditions, tailored to the purpose of the use or disclosure, that must be
22 met before the information can be used or disclosed. California and other states have
23 similar protections for health information.

24 4. If the bad actors exploiting data access are not stopped, nationwide
25 interoperability is at risk. To enable interoperability, there are two national frameworks
26 responsible for more than a billion patient-record exchanges each month: Carequality and
27 TEFCA. Health systems and providers that participate in these frameworks make patient
28 data available to other participants and rely on both the rules of the frameworks to which

1 every participant agrees and the honesty of framework participants to help them keep their
2 promises to patients and comply with federal and state conditions of use and disclosure.
3 To protect the privacy and security of sensitive health data, these frameworks create
4 contractual rules and governance structures, including rules for onboarding participants
5 seeking to automatically receive patient records for treatment purposes. The
6 implementers of these frameworks, like Defendant Health Gorilla, control who can enter
7 the frameworks and thus who will have unfettered access to sensitive clinical patient
8 records. As such, they have the corresponding important obligation to ensure that their
9 participants are accessing the framework for legitimate purposes of providing clinical
10 treatment to patients before they are onboarded. They are supposed to protect the sanctity
11 of the frameworks and stop bad actors from infiltrating it or abusing it under false
12 pretenses.

13 5. Once onboarded to the framework by their implementer, a participant is able
14 to take patient records in real time by providing only basic demographic information like
15 a patient's name and address and is allowed to take the volumes of patients' records it
16 requests, without manual review by the disclosing provider. The vetting and onboarding
17 of participants by implementers like Health Gorilla and compliance with the framework
18 terms to which all participants agree is therefore essential to upholding the promises made
19 to patients, complying with HIPAA and other applicable laws, and ensuring the network
20 remains a safe and secure place for providers and their patients' records. Without this
21 trust that implementers and their participants are fulfilling their contractual obligations,
22 these frameworks would not exist, and healthcare providers and their patients would lose
23 the enormous benefits of interoperability.

24 6. Epic is an electronic health record ("EHR") developer that pioneered
25 healthcare interoperability when it released Care Everywhere, the first EHR-based
26 interoperability network, in the early 2000s. To connect with users of other EHR systems,
27 Epic was a founding member of the Carequality interoperability framework. More
28 recently, Epic was among the first EHR software companies to have customers on the

1 Trusted Exchange Framework and Common Agreement (“TEFCA”), a federally
2 sponsored interoperability framework created by Congress through the bipartisan 21st
3 Century Cures Act. With Carequality, Epic serves as an “implementer” organization that
4 is responsible for vetting its “connections” to ensure they can be trusted to comply with
5 the requirements of the framework prior to granting access to exchange patient records.
6 With TEFCA, Epic’s subsidiary Epic Nexus serves a similar role. As of January 2026,
7 over 1,900 hospitals and 49,000 clinics use Epic’s EHR software to exchange patient
8 records through TEFCA.

9 7. OCHIN is a nonprofit corporation that connects and optimizes whole-patient
10 care at thousands of healthcare providers’ offices nationwide to provide improved access
11 and health outcomes in rural and traditionally medically underserved communities. It
12 utilizes OCHIN Epic EHR software, which is anchored in a one patient, one record model
13 that improves patient health by more efficiently and fully connecting community health
14 organizations within an expanding system of care. OCHIN enables healthcare providers
15 to implement this software with project management, workflow optimization, and training
16 for healthcare providers and their staff. OCHIN is also connected to the Carequality and
17 TEFCA interoperability frameworks as a Carequality Connection and Participant,
18 respectively.

19 8. Reid is a nonprofit, sole community hospital and healthcare system serving
20 patients in eight (8) counties in both Ohio and Indiana.

21 9. Trinity is a nonprofit, Catholic healthcare system with providers in 25 states,
22 including Saint Agnes Medical Center in Fresno, California. It operates 92 hospitals and
23 101 continuing care locations, and many other health and well-being services. Trinity is
24 connected to the Carequality and TEFCA frameworks so that it can provide the best, most
25 informed care possible to its patients.

26 10. UMass Memorial Health is a private, nonprofit, safety net healthcare system
27 serving central Massachusetts. It operates a four-campus academic medical center, a
28 physician group, and three community hospitals. UMass Memorial Health is the clinical

1 partner and primary teaching hospital for the Commonwealth of Massachusetts' public
2 UMass Chan Medical School.

3 11. Interoperability frameworks are being exploited despite Carequality and
4 TEFCA requirements that implementer organizations protect the privacy and security of
5 sensitive health information. Actors like Defendants operate as organized syndicates to
6 monetize patient records without patients' knowledge or consent. In many instances,
7 these bad actors assert they are healthcare providers and request patient records for the
8 purpose of treating patients but take patient records for other purposes, including to
9 market them to lawyers looking for potential claimants with specific conditions and
10 diagnoses that would qualify them to join mass tort class action lawsuits. These groups
11 exploit the physicians and patients who were supposed to be helped by interoperability
12 frameworks.

13 12. To cover their tracks, these nefarious actors obscure their true purpose
14 through fictitious websites, shell entities, and sham National Provider Identification
15 ("NPI") numbers in the National Plan and Provider Enumeration System ("NPPES")
16 administered by the Centers for Medicare & Medicaid Services ("CMS") to create an
17 illusion of legitimate patient treatment activity. Even more worrisome, they attempt to
18 avoid detection by injecting clinically useless documents into interoperability frameworks
19 to give the false impression that they are treating patients, which risks patient safety and
20 wastes valuable clinician time. In some cases, the "clinical" documents sent through the
21 framework contain no clinical information. Others merely organize other physicians'
22 existing diagnoses into lists associated with PFAS exposures, which is plainly relevant to
23 "forever chemical" mass-tort litigation, rather than treatment of any underlying health
24 condition.

25 13. When presented with evidence of their misconduct, these organizations
26 deflect with denials and misinformation, knowing that the patient records custodians (the
27 healthcare providers) have limited tools to ascertain the truth. This misinformation can
28 include false assertions that entities taking patient records have no connection to entities

1 selling patient records to litigation-related third parties for plaintiff recruitment. These
2 organizations make such false assertions, even in some cases through sworn affidavits or
3 declarations, even when publicly available information demonstrates the entities taking
4 patient records and the entities selling them share common ownership, management, and
5 employees. For example, Defendant Health Gorilla asserted that in the timeframe of
6 August 2023, the business relationship “dissolved” between Defendant RavillaMed,
7 which takes patient records under the stated purpose of treatment, and Defendant
8 LlamaLab, which sells patient records for litigation purposes. However, the facts show
9 the relationship never dissolved. In an early attempt to take patient records through
10 Carequality in the fall of 2024, Defendant Shere Saidon, the CEO of LlamaLab,
11 participated in Defendant RavillaMed’s discussions with another implementer who
12 conducted a review of RavillaMed and determined to terminate the relationship. The
13 owner of RavillaMed, Defendant Avinash (Avi) Ravilla, D.O., is, in fact, married to the
14 director of patient records and automation for Defendant LlamaLab. And in September
15 2025, a nurse employed by LlamaLab signed “treatment” documents for RavillaMed,
16 showing no meaningful separation between the companies. Indeed, as recently as January
17 8, 2026, Health Gorilla tendered a purportedly sworn statement signed by Defendant
18 Ravilla, in which he denied any business arrangement with LlamaLab, despite evidence
19 to the contrary, including being identified as LlamaLab’s Chief Medical Officer on a now
20 deleted page on LlamaLab’s website, as reflected in the following screenshot.



1 14. As part of their scheme and to evade detection, bad actors like Defendants
2 also threaten litigation against providers or implementers that raise questions about their
3 purported treatment purpose for requesting patient records. Bad actors like Defendants
4 have falsely framed Epic and providers' efforts to safeguard patients' private medical
5 information as information blocking that is harmful to patients and as unlawful
6 obstruction. This intimidation campaign is designed to chill scrutiny and preserve the
7 unscrupulous actors' access to patient records so they can monetize them, including by
8 selling them to mass tort law firms.

9 15. When caught, rather than stopping their activity, the bad entity owners,
10 operators, and those in their inner circles simply create new companies. The scheme thus
11 operates like a Hydra: when one fraudulent entity is exposed, the bad actors birth a new
12 one. As an example, when concerns were raised to Health Gorilla about one of their
13 connections, an entity called Critical Care Nurse Consulting, over its affiliation with law
14 firms, it abruptly stopped taking patient records via Carequality in September 2024. That
15 very same month, a related organization previously onboarded by Health Gorilla,
16 Defendant SelfRx, began taking large volumes of patient records. Both Critical Care
17 Nurse Consulting and SelfRx are customers of Defendant Unit 387, an intermediary
18 health data broker onboarded by Health Gorilla. As a second example, in October 2024,
19 Carequality announced that Integritort, LLC ("Integritort") was "not permitted to
20 participate in Carequality for 12 months for any Permitted Purpose" after it took patient
21 records for non-treatment purposes of mass tort client identification. That same month,
22 Defendant Mammoth – co-founded by the former CEO of Integritort, convicted felon
23 Defendant Daniel Baker – began taking large volumes of patient records through Health
24 Gorilla.

25 16. These organizations' schemes rely on technology implementers like
26 Defendant Health Gorilla performing little or no vetting prior to granting them access to
27 interoperability frameworks and falsely representing that they are taking patient records
28 for treatment purposes. Then, when challenged, these implementers provide fronts for

1 misinformation to ensure continued transaction volume and revenue, rather than
2 conducting thorough reviews to ensure patient privacy, and defend their customers in the
3 face of compelling evidence that shows their customers are not providing treatment. This
4 affirmative misinformation campaign is precisely what Health Gorilla has done in its
5 defense of Defendants Mammoth and RavillaMed, and Health Gorilla has for months
6 flatly ignored concerns raised about Unit 387 and its associated customers SelfRx and
7 GuardDog.

8 17. The organizations' subterfuge further exploits the interoperability exchange
9 environment, including the fact that Carequality (a nonprofit created by the Sequoia
10 Project) does not review entities onboarded by implementers to a network comprised of
11 more than 100,000 connections with sometimes hundreds of participant changes
12 happening each day. TEFCA is operated in a similar fashion by the same Sequoia Project
13 under contract with the federal government. These frameworks do not incorporate
14 background checks or prohibit individuals who have previously engaged in criminal
15 activities from owning or managing companies that are taking sensitive data on the
16 frameworks. There is no independent vetting conducted by Carequality or Sequoia on
17 behalf of TEFCA prior to Connections or Participants gaining access to patient records
18 via their respective frameworks. To Plaintiffs' knowledge, neither Carequality nor
19 TEFCA have staff to police these frameworks to conduct ongoing independent reviews
20 on the appropriateness of framework participants accessing private patient records. The
21 process to raise concerns requires lodging a dispute to be resolved in an opaque forum
22 where vendor confidentiality is valued above protecting the privacy rights of patients.
23 Disputes are resolved confidentially behind closed doors without transparency to the
24 community of providers connected to the frameworks regarding identified problems, and
25 the dispute resolution process is insufficient to prevent the misconduct at issue in this case
26 from continuing to occur.

27 18. Bad actors who exploit the interoperability frameworks undermine the trust
28 upon which healthcare interoperability is founded and threaten the entire interoperability

1 ecosystem. The well-intentioned goals of Congress in supporting exchange of
2 information to facilitate treatment and patients' access to their own health information are
3 thwarted by these actors seeking to monetize the data.

4 19. The misconduct harms healthcare providers like Reid, Trinity, and UMass
5 Memorial Health that have been forced to expend resources in the form of funds and
6 employee time to investigate the breadth of Defendants' misconduct and address data
7 integrity and privacy issues and have also had to spend time on monitoring and attempting
8 to mitigate the harms caused by Defendants and those of their ilk. Epic and OCHIN have
9 been harmed in the same way and have also suffered losses in employee time and
10 diversion of resources to address this wrongdoing and customer complaints that have been
11 raised about the wrongdoing and its effects on data integrity, privacy, and the
12 interoperability system as a whole.

13 20. Defendants in this case are precisely the sort of malefactors that plague the
14 interoperability system, viewing patient records as a liquid commodity to exploit and
15 thereby reducing patients' ability to control their own health information. As just one
16 example, Defendant RavillaMed joined interoperability frameworks under the
17 representation that it was a healthcare provider seeking access to patient records in order
18 to treat patients. Defendant Health Gorilla, in turn, falsely represented in the framework
19 directories that RavillaMed was requesting patient records for treatment purposes. This
20 allowed RavillaMed to obtain patient records, including records of Epic's and OCHIN's
21 healthcare provider customers, including Reid, Trinity, and UMass Memorial Health,
22 under the false pretense that RavillaMed is providing treatment when in fact it sells the
23 patient records for profit to unauthorized third parties. RavillaMed feeds these patient
24 records to Defendant LlamaLab, a company that is closely connected to RavillaMed and
25 that touts its "same-day patient record retrieval for law firm" services and in turn sells
26 those patient records to litigation-related entities. Defendants RavillaMed, Mammoth,
27 and Unit 387 are members of Health Gorilla's interoperability network and have all
28 agreed to the "flowdown" terms of the frameworks required for participation, yet Health

1 Gorilla fails in its duty as an implementer to ensure that they abide by the requirements
2 for participation or are suspended or terminated for this misconduct.

3 21. In so doing, Defendant Health Gorilla has knowingly participated in and
4 enabled its connections' abuse of their access to patient records. Epic has notified Health
5 Gorilla repeatedly that its connections lacked legitimate treatment purposes for accessing
6 patient records, only to be met with excuses including, "it was a technical glitch that won't
7 happen again." Over time, it has become apparent that Health Gorilla's excuses are
8 fabricated and that it is in league with its connections' misuse of sensitive health
9 information as a commodity.

10 22. If healthcare providers participating in interoperability frameworks cannot
11 be confident that a request claiming treatment is actually for treatment, they might feel
12 compelled to leave the framework. And other healthcare providers that have not yet
13 joined will be dissuaded from participating.

14 23. Interoperability can only serve its purpose of enhancing patient care if
15 healthcare providers participate by exchanging patient records. If healthcare providers
16 cease participating or decide against joining in the first place, the cornerstone innovation
17 of healthcare interoperability may soon be reduced to a bygone ideal.

18 24. Plaintiffs file this action to end this exploitation of the interoperability
19 frameworks, and the added costs it forces Plaintiffs to incur and to preserve the trust upon
20 which the frameworks are founded.

21 25. Plaintiffs seek immediate injunctive relief to stop the misconduct that
22 threatens not only their institutions and patients and their privacy rights but also healthcare
23 interoperability's very viability. Without judicial intervention, there will be continuing
24 and irreparable damage to patients; providers such as Reid, Trinity, UMass Memorial
25 Health and others; Epic; OCHIN; and the overall integrity of interoperability.

PARTIES

I. Plaintiffs

26. Plaintiff Epic is a Wisconsin corporation with its principal place of business in Verona, Wisconsin. Epic develops a variety of software tools for the healthcare industry, including Care Everywhere, a data sharing tool that enables the exchange of over 20 million patient records daily. Epic provides services to customers across the globe, including California. Epic Nexus, Inc. is a wholly owned subsidiary of Epic and is responsible for interoperable exchange of information on TEFCA and the signatory to the relevant TEFCA agreement referred to herein. Epic Nexus has duly assigned to Epic the claims against Defendants that Epic Nexus has in this action for good and valuable consideration. Epic Nexus's and Epic's healthcare treatment provider customers provided patient records to Defendants directly or indirectly based on the representations that the patient records were being requested by other healthcare providers for purposes of treatment.

27. Plaintiff OCHIN is an Oregon 501(c)(3) nonprofit organization with its principal place of business in Portland, Oregon. OCHIN operates as a trusted nonprofit using its EHR software to improve access and health outcomes in rural and traditionally underserved communities, including multiple sites in California and in this District, from which Defendants took patient records. Its OCHIN Epic EHR software enables the exchange of millions of patient records monthly.

28. Plaintiff Reid Health is an Indiana 501(c)(3) nonprofit organization with its principal place of business in Richmond, Indiana. Reid is designated as a sole community hospital and provides healthcare services to patients across 8 (eight) counties in both Ohio and Indiana.

29. Plaintiff Trinity Health Corporation is an Indiana tax-exempt 501(c)(3) nonprofit organization with its headquarters in Livonia, Michigan. Trinity is a nonprofit, Catholic healthcare system with providers in 25 states, including Saint Agnes Medical Center in Fresno, California, from which Defendants took patient records.

1 30. Plaintiff UMass Memorial Health is Central Massachusetts' largest nonprofit
2 integrated healthcare system, serving as the clinical partner to the State's UMass Chan
3 Medical School, offering comprehensive care from primary to quaternary levels through
4 its hospitals, physician group, home health, hospice, and behavioral health services, with
5 UMass Memorial Medical Center as its flagship academic medical center.

6 **II. Health Gorilla**

7 31. Defendant Health Gorilla is a Delaware corporation with its principal place
8 of business in Coral Gables, Florida. Health Gorilla is authorized to transact business in
9 California and, on information and belief, maintains offices located at Mountain View,
10 California. Health Gorilla connected Defendants RavillaMed, Mammoth (i.e., Mammoth
11 Dx and Mammoth Path Solution, LLC), and Unit 387 to the Carequality framework and
12 RavillaMed and Mammoth to the TEFCA framework so that they could obtain patient
13 records. In doing so, Health Gorilla affirmatively asserted that Defendants RavillaMed,
14 Mammoth (i.e., Mammoth Dx and Mammoth Path Solution, LLC), and Unit 387's
15 customers (Defendants SelfRx and GuardDog) were healthcare providers seeking access
16 to the patient records for treatment purposes. As required by Carequality and TEFCA,
17 Health Gorilla flowed down the terms of the framework agreements to its customers,
18 including Defendants RavillaMed, Mammoth, and Unit 387.

19 **III. The RavillaMed Defendants**

20 32. Defendant RavillaMed is a Pennsylvania professional limited liability
21 company with a principal place of business in Philadelphia, Pennsylvania. RavillaMed
22 purports to provide "Comprehensive Chronic Care Management, Tailored to You"
23 through personalized care plans, expert support, medication management, and condition
24 monitoring.¹ When joining the Carequality and TEFCA interoperability frameworks
25 through Defendant Health Gorilla, RavillaMed asserted that it was a healthcare provider
26 seeking access to patient records for treatment purposes.

27
28

¹ Home, RavillaMed, <https://ravillamed.com/>
[\[https://web.archive.org/web/20260113045449/https://ravillamed.com/\]](https://web.archive.org/web/20260113045449/https://ravillamed.com/) (last visited Jan. 12, 2026).

1 33. Defendant LlamaLab is a Delaware corporation that also does business as
2 LlamaLab AI. LlamaLab’s principal place of business is New York, New York.
3 LlamaLab characterizes itself as “the future of patient record management for law firms,
4 offering same-day patient record retrieval services and medical-grade AI analysis tools
5 that cut retrieval and analysis time from months to minutes.”² It “enable[s] firms to build
6 stronger cases, increase caseloads, and generate higher settlement values.”³ LlamaLab is
7 closely connected to RavillaMed, as explained further below.

8 34. Defendant Avinash Ravilla is a Doctor of Osteopathy who is the founder and
9 owner of Defendant RavillaMed PLLC. LlamaLab identified Defendant Ravilla as its
10 Chief Medical Officer on its website. Ravilla maintains close personal relationships with
11 Gary Chan, LlamaLab’s Chief Revenue Officer, and Shikha Patel, a Clinical Informatics
12 Nurse at LlamaLab. Defendant Ravilla is married to Ami Sangani, whose LinkedIn
13 profile identifies her as LlamaLab’s Director of Medical Records and Clinical
14 Automation. Upon information and belief, Defendant Ravilla currently resides in and is
15 a citizen of Miami, Florida.

16 35. Defendant Shere Saidon is Defendant LlamaLab’s founder and CEO.
17 Defendant Saidon is an engineer and has touted LlamaLab’s technical solutions to class
18 action lawyers at the “Mass Torts Made Perfect” conference as recently as October 2025.⁴
19 Upon information and belief, Defendant Saidon resides in and is a citizen of New York,
20 New York.

21 36. Defendants RavillaMed, Avinash Ravilla, Shere Saidon, and LlamaLab, Inc.
22 are at times referred to herein collectively as the “RavillaMed Defendants.”
23
24

25 ² Llamalab, LinkedIn, *About Us*, <https://www.linkedin.com/company/llamalab>
26 [<https://web.archive.org/web/20260110182330/https://www.linkedin.com/company/llamalab>] (last
visited Jan. 6, 2026).

27 ³ *Id.*

28 ⁴ *Shere Saidon Speaker Bio*, Mass Torts Made Perfect, <https://mtmp.com/speaker/shere-saidon/>
[<https://web.archive.org/web/20260112164101/https://mtmp.com/speaker/shere-saidon/>] (last visited
Jan. 12, 2026).

1 **IV. The Mammoth Defendants**

2 37. Defendant Unique Medi Tech, LLC is a Delaware limited liability company
3 doing business as Mammoth Dx. Mammoth Dx’s principal place of business is in Lake
4 Forest, California. It holds itself out as “a leading provider in molecular and pathology
5 laboratory testing.”⁵ When joining the TEFCA interoperability framework through
6 Defendant Health Gorilla, Mammoth Dx asserted that it was a healthcare provider seeking
7 access to patient records for treatment purposes.

8 38. Defendant Mammoth Path Solution, LLC is a Delaware limited liability
9 corporation with a principal place of business in Lake Forest, California, at the same
10 address as Mammoth Dx. When joining the Carequality and TEFCA interoperability
11 frameworks through Health Gorilla, Mammoth Path Solution asserted that it was a
12 healthcare provider seeking access to patient records for treatment purposes.

13 39. Defendant Mammoth Rx, Inc. is a Delaware corporation with a principal
14 place of business in Lake Forest, California, at the same location as Defendants Mammoth
15 Dx and Mammoth Path Solution, LLC. On its public website, Mammoth Rx uses the
16 same logo as Mammoth Dx and describes itself as a healthcare technology and software
17 company that builds integrated digital platforms and solutions for the healthcare
18 ecosystem. Defendant Ryan Hilton, the CEO of Defendant Mammoth Path Solution,
19 LLC, has affirmed in an affidavit that Mammoth Rx, Inc. was a member of the “Mammoth
20 Family.” Mammoth Rx purports to provide connections to patient records and offers a
21 variety of “solutions” in the medical field, including those that purport to “organize and
22 monetize health data.”⁶

23 40. Defendant Ryan Hilton is both the CEO and owner of Defendant Mammoth
24 Path Solution, LLC and Defendant Mammoth Rx, Inc. Defendant Hilton co-founded
25 Defendant Mammoth Rx, Inc. with Defendant Daniel Baker, and Hilton is also the CEO

26 ⁵ *Who We Are*, Mammoth Dx, <https://mammoth-dx.com/>
27 [<https://web.archive.org/web/20260110183715/https://mammoth-dx.com/>] (last visited Jan. 10, 2026).

28 ⁶ *Solutions*, Mammoth Rx, <https://www.mammothrx.com/solutions/data-management>
[[https://web.archive.org/web/20260110184205/https://www.mammothrx.com/solutions/data-](https://web.archive.org/web/20260110184205/https://www.mammothrx.com/solutions/data-management)
[management](https://web.archive.org/web/20260110184205/https://www.mammothrx.com/solutions/data-management)] (last visited Jan. 10, 2026).

1 and owner of Defendant Mammoth Dx. Upon information and belief, Defendant Hilton
2 currently resides in and is a citizen of Laguna Hills, California.

3 41. Defendant Daniel Baker is the co-founder and Chief Technology Officer of
4 Defendant Mammoth Rx and is also a founding member and manager of Integritort.
5 Defendants Hilton and Baker are the CEO and Chief Financial Officer of Mammoth
6 Global, Inc., according to a 2018 filing with the California Secretary of State. Upon
7 information and belief, Defendant Baker currently resides in and is a citizen of California.

8 42. Defendant Max Toovey is the Chief Commercial and Strategy Officer at
9 Mammoth Rx. Max Toovey has held himself out as Chief Commercial and Strategy
10 Officer for Nationwide Healthcare Provider Corp, an entity that markets access to patient
11 records to lawyers and others representing potential social security claimants. Upon
12 information and belief, Defendant Toovey currently resides in and is a citizen of Los
13 Angeles, California.

14 43. Defendants Unique Medi Tech, LLC d/b/a Mammoth Dx, Mammoth Path
15 Solution, LLC, Mammoth Rx, Inc., Ryan Hilton, Daniel Baker, and Max Toovey are at
16 times referred to herein collectively as the “Mammoth Defendants.”

17 **V. The Unit 387 Defendants**

18 44. Unit 387 LLC is a Texas limited liability company, with its principal place
19 of business located in Dallas, Texas. Unit 387 is what Carequality refers to as a “candidate
20 implementer,” and it onboards other connections onto the framework through an
21 implementer, in this case Health Gorilla. Like implementers, candidate implementers are
22 required to validate their connections and ensure that they are accurately representing
23 their purpose of exchange. When joining the Carequality interoperability framework
24 through Defendant Health Gorilla, Unit 387 asserted that it was a candidate implementer
25 and would not be initiating requests for records. Through its connection with Health
26 Gorilla, Unit 387 also provides access to the Carequality framework to downstream
27 connections like Defendants SelfRx and GuardDog, in both cases on the basis that these
28

1 Defendants are purported healthcare providers seeking access to patient records for
2 treatment purposes.

3 45. Defendant Meredith Manak is the founder and CEO of Defendant Unit 387.
4 Another Carequality Implementer, Commonwell, has stated on its website that “Unit
5 387’s solution offers providers an online portal that can pull all records of an individual
6 using their name, date of birth, and address NO MATTER where that data exists. Thanks
7 to the connection to Commonwell and Carequality, the solution can pull data from
8 hundreds of different electronic health records vendors.”⁷ Defendant Manak also founded
9 Defendant Hoppr, a company that specializes in retrieving patient records for mass tort
10 law firms and insurance companies. At a legal conference to establish her expertise in
11 multidistrict litigation (“MDL”), Manak provided she “started her career in mass torts at
12 an international defense firm and transitioned to personal injury with leadership roles in
13 numerous MDLs such as Fen-Phen, Baycol and Zantac.”⁸ Upon information and belief,
14 Defendant Manak currently resides in and is a citizen of Dallas, Texas.

15 46. Defendant Hoppr, LLC is a Texas limited liability company, with its
16 principal place of business located in Dallas, Texas. According to Defendant Manak’s
17 bio, Hoppr describes itself as “a company that locates, aggregates, and normalizes
18 healthcare data from any source across the US.”⁹

19 47. Defendant Critical Care Nurse Consultants LLC, doing business as
20 GuardDog Telehealth, is a Texas limited liability company, with its principal place of
21 business in Austin, Texas. When seeking to join the Carequality interoperability
22
23

24 ⁷ *This Is Magic! Simplifying Data Exchange with Unit 387*, Commonwell Health All. (Sept. 26,
25 2023), [https://www.commonwellalliance.org/news-center/commonwell-blog/this-is-magic-
26 simplifying-data-exchange-with-unit-387/](https://www.commonwellalliance.org/news-center/commonwell-blog/this-is-magic-simplifying-data-exchange-with-unit-387/)
[[https://web.archive.org/web/20260113030211/https://www.commonwellalliance.org/news-
center/commonwell-blog/this-is-magic-simplifying-data-exchange-with-unit-387/](https://web.archive.org/web/20260113030211/https://www.commonwellalliance.org/news-center/commonwell-blog/this-is-magic-simplifying-data-exchange-with-unit-387/)].

27 ⁸ *Meredith Manak*, Atlas Lawyers, <https://atlaslawyers.com/team-member/meredith-manak/>
28 [web.archive.org/web/20260113030620/https://atlaslawyers.com/team-member/meredith-manak/] (last
visited Jan. 12, 2026).

⁹ *Id.*

1 framework, GuardDog asserted that it was a healthcare provider seeking access to patient
2 records for treatment purposes.

3 48. Defendant SelfRx LLC, doing business as MySelf.Health, is a Massachusetts
4 limited liability company with its principal place of business in Boston, Massachusetts.
5 SelfRx maintains offices in Palo Alto, California. The company asserts it “provides blood
6 sugar, blood pressure, and weight monitoring and coaching...”¹⁰ When seeking to join
7 the Carequality interoperability framework, SelfRx asserted that it was a healthcare
8 provider seeking access to patient records for treatment purposes.

9 49. Defendants Unit 387, Hoppr, GuardDog, SelfRx, and Meredith Manak are
10 at times referred to herein collectively as the “Unit 387 Defendants.”

11 **JURISDICTION AND VENUE**

12 50. This Court has subject matter jurisdiction over this action pursuant to 28
13 U.S.C. §§ 1331 and 1367(a) because this action arises under federal law and all related
14 state-law claims derive from a common nucleus of operative fact. The Court also has
15 subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(a)(1) because the
16 amount in controversy exceeds \$75,000 as to each Defendant and there is complete
17 diversity of citizenship between the parties.

18 51. This Court has personal jurisdiction over Defendants because (a) Defendants
19 Mammoth Dx, Mammoth Path Solution, LLC, and Mammoth Rx’s principal place of
20 business is in California; (b) Defendant Health Gorilla is authorized to transact business
21 in California and has offices in the state, and (c) Defendant Health Gorilla, the Unit 387
22 Defendants, the Mammoth Defendants, and the RavillaMed Defendants purposefully
23 directed conduct at California by accessing or facilitating the access of patient records of
24 Californians who were treated by healthcare providers in California.

25 52. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)(2) because a
26 substantial part of the events giving rise to the claims in this action occurred in the Central
27 District of California.

28 ¹⁰ MySelf.Health, <https://myself.health/>
[\[https://web.archive.org/web/20251117073216/https://myself.health/\]](https://web.archive.org/web/20251117073216/https://myself.health/) (last visited Jan. 12, 2026).

FACTS

I. The Carequality Interoperability Framework

53. Carequality is a 501(c)(3) nonprofit organization that operates a national interoperability framework (the “Carequality Framework”) designed to enable the exchange of electronic healthcare information among participating entities. The Carequality Framework was launched in 2014 to unite the many different technologies comprising the healthcare ecosystem with common technical standards, confidentiality rules and a directory of participants and their electronic endpoints.

54. The Carequality Framework consists of two types of entities: Implementers, which operate health data-sharing networks, and Carequality Connections (“CC”), which are members of an Implementer’s network such as healthcare providers. By analogy, Implementers are like cellular networks (e.g., AT&T, Verizon, etc.), and CCs are like cell phone users—participation in the Carequality Framework is similar to how a cell phone user on AT&T’s network is able to communicate with a cell phone user on Verizon’s network. Similarly, the Carequality Framework enables participant healthcare providers using different electronic health record software products, including Epic’s, to exchange clinical information for the purpose of treatment using industry-defined technical standards.

55. Carequality maintains a central directory that includes the electronic endpoints that enable the communication among Implementers and CCs. Once a connection is entered into Carequality’s directory and distributed to all Implementers, it can query for and take any patient’s patient record if it asserts a valid purpose for doing so. Typically, a connection requires only basic demographic information (such as an individual’s name, address, date of birth) to query and receive back a patient’s medical information.

56. Given that ease of access, Implementers must vet their CCs, including candidate implementers, prior to entering them into the Carequality directory. Indeed, Carequality itself does not do any review and instead “Carequality expressly relies upon

1 Applicant [here, the party applying to become an Implementer] to maintain information
2 about its Carequality Connections for use with the Carequality Directory, and Carequality
3 expressly disclaims any responsibility to verify the accuracy of the information.” See
4 Exhibit (“Ex.”) A, Carequality Connected Agreement (“CCA”) § 15.1. The relevant
5 Carequality agreements and terms are all standardized and publicly available on
6 Carequality’s website.¹¹

7 57. The information that Implementers and CCs exchange within the
8 Carequality Framework includes sensitive, personally identifiable healthcare data,
9 including information protected under HIPAA. According to Carequality, over 1.2 billion
10 medical documents are exchanged each month through the Carequality framework.

11 58. Health Gorilla is an Implementer within the Carequality Framework.
12 RavillaMed, Mammoth, and Unit 387 are CCs within Health Gorilla’s network. As a
13 “candidate implementer,” Unit 387 also onboards downstream connections, such as
14 Defendants, SelfRx and GuardDog, which access the Carequality Framework through
15 Unit 387’s connection with Health Gorilla.

16 59. To join the Carequality Framework Implementers must execute a CCA,
17 which is a contract between the Implementer and Carequality governing the terms and
18 conditions of participation. Health Gorilla has entered into a CCA with Carequality.

19 60. Implementers, in turn, onboard CCs to the Carequality Framework through
20 agreements called Carequality Connection Terms (“CC Terms”). Ex. B, CC Terms.
21 These contracts between the CC and the Implementer set forth the terms and conditions
22 of the CC’s participation in the Carequality Framework. Upon information and belief,
23 RavillaMed, Mammoth, and Unit 387 entered CC Terms with Health Gorilla.

24 61. To participate in the Carequality Framework, each Implementer and CC
25 must establish one or more specific “Use Cases.” A Use Case is a specific usage model
26 for participation in the Carequality Framework based on the Implementer’s or CC’s

27
28 ¹¹ Resources, Carequality, <https://carequality.org/resources/>
[\[https://web.archive.org/web/20260113035129/https://carequality.org/resources/\]](https://web.archive.org/web/20260113035129/https://carequality.org/resources/) (last visited Jan. 12,
2026).

1 interaction with other participants. For example, the Query-Based Document Exchange
2 Use Case makes patient records available upon request by appropriate parties across the
3 healthcare ecosystem – such as a hospital that needs a patient’s record from the patient’s
4 primary care physician.

5 62. For each Use Case, Carequality has published a corresponding
6 “Implementation Guide” that includes mandatory provisions to which Implementers and
7 CCs are contractually bound.

8 63. Once included in the Carequality Framework, CCs may request health
9 information from other CCs and Implementers within the framework, in accordance with
10 the Implementation Guide. However, not all CCs are authorized to request records for
11 every permitted purpose. A CC may request a record only for a permitted purpose
12 explicitly identified in the relevant Implementation Guide.

13 64. Health Gorilla has been approved for only the “Query-Based Document
14 Exchange” Use Case. Under the Query-Based Document Exchange Implementation
15 Guide, Ex. C, Query-Based Document Exchange Implementation Guide, the “permitted
16 purposes” include “Treatment,” as well as “Payment,” “Health Care Operations,” “Public
17 Health Activities,” “Patient Request,” “Coverage Determination,” and “Other
18 Authorization-Based Disclosures.” Each designation of a permitted purpose, including
19 “Treatment,” is an affirmative representation of fact upon which Carequality participants
20 rely in responding to queries made over the framework.

21 65. Specifying a permitted purpose when initiating a query within the
22 Carequality Framework is essential for promoting trust and safeguarding patient privacy
23 within the framework. For example, if an insurance company submits a query for
24 payment, it only requires (and, under HIPAA, is only permitted) relevant details such as
25 the date of service and procedure type – not the patient’s entire patient record, based on
26 HIPAA’s “minimum necessary” rule. By requiring the insurance company to specify that
27 the query is for payment, the Carequality Framework helps prevent the disclosure of
28 sensitive, unnecessary information.

1 66. Misuse of purposes is improper, and misuse of the “Treatment” purpose is
2 especially pernicious because when a query is sent using the “Treatment” purpose, what
3 is effectively the full patient record is automatically disclosed to the requestor. The
4 responder *must* respond with the patient record without reviewing it or applying any
5 discretion, meaning the responder cannot manually review the validity of the request.

6 67. The Query-Based Document Exchange Implementation Guide defines
7 “Treatment” in the same manner as HIPAA, which in turn defines treatment as “the
8 provision, coordination, or management of health care and related services by one more
9 health care providers, including the coordination or management of health care by a health
10 care provider with a third party; consultation between health care providers relating to a
11 patient; or the referral of a patient for health care from one health care provider to
12 another.”

13 68. When a CC initiates a query for a patient record, that query is routed to the
14 CC that maintains the patient record, typically a healthcare provider who stores the patient
15 record in a secure database, which can be on its own premises or off-site using a third-
16 party hosting service. The CC compiles the patient record and then responds by delivering
17 it to the CC that initiated the query. Exchanges are machine-to-machine, meaning that no
18 person is in the middle reviewing each request.

19 **A. The Carequality Connected Agreement (CCA)**

20 69. The CCA is the foundation for trusted exchange within the Carequality
21 Framework and sets forth the standard terms agreed to by all Implementers.

22 70. Section 7 of the CCA requires the Implementer to comply with all mandatory
23 components of the Carequality Policies and the relevant Implementation Guides. Ex. A,
24 CCA § 7.

25 71. Sections 7, 15.2, and 15.4 of the CCA require the Implementer to ensure that
26 its CCs comply with the CC Terms and all applicable components of the Implementation
27 Guides and Carequality Policies. *Id.* §§ 7, 15.2, 15.4.

28

1 72. Section 13 of the CCA provides that the Implementer “shall only engage in
2 exchange activities through the Carequality Elements for permitted purposes as defined
3 in the Implementation Guides.” *Id.* § 13.

4 **B. The Carequality Connection Terms (CC Terms)**

5 73. The CC Terms set forth the standard terms that Implementers are required to
6 make binding on any CC prior to allowing them to engage in exchange activities.

7 74. Section 5 of the CC Terms requires the CC to comply with all mandatory
8 components of the Carequality Policies and the relevant Implementation Guides. Ex. B,
9 CC Terms § 5.

10 75. Section 12 of the CC Terms provides that the CC “shall only engage in
11 exchange activities through the Carequality Elements for permitted purposes as defined
12 in the Implementation Guides.” *Id.* § 12.

13 76. Section 12 further provides that if the CC is not a Covered Entity under
14 HIPAA regulations, then “(i) Organization [the CC] may only use the interoperability
15 available through Carequality to transmit or receive information on behalf of its End Users
16 and not on its own behalf; and (ii) Organization will not re-use, re-disclose, aggregate,
17 de-identify or sell any information transacted by its End Users for its own benefit unless
18 its respective Carequality Connections or End Users have given Organization the explicit
19 written authority to do so.”

20 **C. The Implementation Guide and Relevant Policies**

21 77. Section 3.1 of the Implementation Guide for the Query-Based Document
22 Exchange provides that “[w]hen an Implementer or CC initiates a query for information,
23 it shall clearly identify the specific Permitted Purpose for the query in the SAML token
24 for the message...” Ex. C, Query-Based Document Exchange Implementation Guide §
25 3.1.

26 78. Section 3.1 of the Implementation Guide for Query-Based Document
27 Exchanges provides that “Permitted Purposes for queries to be made under this Use Case
28 are:” (1) “Treatment,” (2) “Payment,” (3) “Health Care Operations,” (4) “Public Health

1 Activities,” (5) “Patient Request,” (6) Coverage Determination,” and (7) “Other
2 Authorization-Based Disclosures.”

3 79. Section 4.1 of the Implementation Guide for the Query-Based Document
4 Exchange and Section 4.1 of the Carequality Framework Policies provide that “[...]”
5 organizations claiming treatment must actually be providing treatment, or be making the
6 request on behalf of a network member that is providing treatment.” *Id.* § 4.1.

7 80. Only healthcare providers can assert a treatment purpose. To that end,
8 Section 3.2.1 of the Carequality Framework Policies requires that an Implementer or CC
9 asserting a Treatment purpose provide one of the following pieces of evidence: (1)
10 Organization-level National Provider Identification (“NPI”) (Type 2), or Provider-level
11 NPI (Type 1) in cases where an Organization-level NPI is not needed and has not been
12 acquired; (2) State-level certification/accreditation/licensure; or (3) Clinical Laboratory
13 Improvement Amendments (“CLIA”) certification (for labs). Ex. D, Carequality
14 Framework Policies.

15 **II. The Trusted Exchange Framework and Common Agreement (TEFCA)**

16 81. Many of the participants in the Carequality Framework also participate in
17 TEFCA, a separate, federal framework for nationwide sharing of health information.
18 TEFCA was authorized by Congress in the 21st Century Cures Act and launched in 2023
19 with the goal of enabling the sharing of health records between providers, patients, payers,
20 and government agencies. Much like the Carequality Framework, TEFCA operates as a
21 network of networks, allowing interoperability between health systems using distinct
22 health IT vendors, creating common technology standards, data use agreements, and
23 directories with electronic endpoints for each participant.

24 82. TEFCA is comprised of several categories of entities:

25 83. The Recognized Coordinating Entity (“RCE”) is the organization that is
26 responsible for developing, maintaining, implementing, and overseeing TEFCA. In
27 August of 2019, HHS awarded the RCE contract to the nonprofit Sequoia Project, whose
28 staff also administer Carequality.

1 84. Qualified Health Information Networks (“QHINs”) are data sharing
2 networks that serve as the central nodes within TEFCA. They are the equivalent of
3 Implementers within the Carequality Framework.

4 85. Participants are organizations within a QHIN’s network, such as healthcare
5 providers, members, customers, and vendors. They are the equivalent of CCs within the
6 Carequality Framework.

7 86. Health Gorilla is a QHIN, and RavillaMed and Mammoth are Participants
8 through Health Gorilla.

9 87. QHINs and Participants share patient records within TEFCA, which include
10 sensitive, personally identifiable data that is protected under HIPAA.

11 88. To join TEFCA, QHINs must execute the Common Agreement, which is a
12 contract between the QHIN and the RCE governing the terms and conditions of
13 participation. Ex. E, Common Agreement. Upon information and belief, Health Gorilla
14 has entered into the Common Agreement with the RCE. The relevant TEFCA agreements
15 and terms are all standardized and publicly available on the Sequoia Project’s website.¹²

16 89. QHINs, in turn, onboard Participants to TEFCA through agreements called
17 Terms of Participation (“ToPs”). Ex. F, ToPs. These contracts between the Participant
18 and the QHIN set forth the terms and conditions of the Participant’s involvement in
19 TEFCA. They must be accepted without modification. Upon information and belief,
20 RavillaMed and Mammoth entered ToPs with Health Gorilla.

21 90. TEFCA has promulgated Standard Operating Procedures (“SOPs”) to
22 address the procedures and rules applicable to specific types of activity within TEFCA.
23 As relevant here, the Exchange Purposes SOP (“XP SOP”) and the Exchange Purpose
24 Implementation SOP for Treatment (“XP SOP:Treatment”) govern the sharing of
25 information within TEFCA for Treatment purposes. Ex. G, XP SOP; Ex. H, XP SOP:
26 Treatment.

27
28 ¹² Resources, Sequoia Project, <https://rce.sequoiaproject.org/tefca-and-rce-resources/>
[\[https://web.archive.org/web/20260113035617/https://rce.sequoiaproject.org/tefca-and-rce-resources/\]](https://web.archive.org/web/20260113035617/https://rce.sequoiaproject.org/tefca-and-rce-resources/)
(last visited Jan. 12, 2026).

1 91. TEFCA has also promulgated a QHIN Technical Framework, which
2 contains technical, functional, privacy, and security requirements for both QHINs and
3 Participants. Ex. I, QHIN Technical Framework.

4 92. QHINs and Participants are obligated through the Common Agreement and
5 ToPs to abide by the TEFCA SOPs and QHIN Technical Framework.

6 93. Once included in TEFCA, Participants may request health information from
7 other Participants and QHINs in accordance with the SOPs and QHIN Technical
8 Framework.

9 94. However, a Participant may request a record only for a permitted purpose
10 explicitly identified in the applicable SOPs. When initiating a query for health
11 information, a Participant identifies the purpose for the query by including a TEFCA XP
12 Code. As stated in the XP SOP, “inclusion of an XP Code in the transaction is an
13 attestation that the transaction adheres to the requirements in this SOP and/or an
14 applicable XP Implementation SOP, as well as the Framework Agreements, the QHIN
15 Technical Framework, and Applicable Law.” Ex. G, XP SOP.

16 95. The permitted purposes under XP SOP include “Treatment,” “Payment,”
17 “Healthcare Operations,” “Public Health,” “Individual Access Services,” and
18 “Government Benefits Determination.” Each designation of a permitted purpose,
19 including “Treatment,” is an affirmative representation of fact upon which TEFCA
20 participants rely in responding to queries made over the framework.

21 96. If the TEFCA XP Code is labeled as required, then the recipient Participant
22 **must** respond with the requested information with limited exceptions. For example,
23 Participants must respond to all requests labeled with the TEFCA Required Treatment
24 code of “T-TRTMNT” while it is optional to respond to the Treatment XP code of “T-
25 TREAT.”

26 97. “Treatment” is defined in the XP SOP and XP SOP:Treatment in the same
27 manner as HIPAA, which in turn defines treatment as “the provision, coordination, or
28 management of health care and related services by one or more health care providers,

1 including the coordination or management of health care by a health care provider with a
2 third party; consultation between health care providers relating to a patient; or the referral
3 of a patient for health care from one health care provider to another.” Ex. G, XP SOP;
4 Ex. H, XP SOP:Treatment. However, all requests claiming the TEFCA Required
5 Treatment code of T-TRTMNT must meet the definitions set forth in section 5.3
6 Definition of the XP SOP:Treatment. “Health care” is, in turn, defined under HIPAA to
7 mean “care, services, or supplies related to the health of an individual” and to include
8 “[p]reventive, diagnostic, therapeutic, rehabilitative, maintenance, or palliative care, and
9 counseling, service, assessment, or procedure with respect to the physical or mental
10 condition, or functional status, of an individual or that affects the structure or function of
11 the body” as well as “[s]ale or dispensing of a drug, device, equipment, or other item in
12 accordance with a prescription.” As such, only health care providers can assert a
13 treatment purpose, and TEFCA SOPs require QHINs to demand evidence that participants
14 asserting a treatment purpose are, in fact, providers that are requesting records in
15 connection with furnishing care to their patients.

16 98. When a Participant initiates a query for a patient’s health information, that
17 query is sent through its QHIN to all other QHINs for each QHIN to determine if they or
18 any of their Participants have the patient’s health information. For any QHIN or
19 Participant that has the patient’s health information, they will compile the patient record,
20 typically from a secure database maintained by the Participant that can be on its own
21 premises or off-site using a third-party hosting service. That Participant then sends the
22 requested patient record back through its QHIN to the requestor’s QHIN, which is
23 responsible for routing the patient record to the Participant that initiated the query.

24 **A. The Common Agreement**

25 99. The Common Agreement is created by statute and is the foundation for
26 trusted exchange within TEFCA and sets forth the standard terms agreed to by all QHINs.

27 100. Section 1.2.4 requires the QHIN to contractually obligate its Participants to
28 comply with the ToPs. Ex. E, Common Agreement § 1.2.4.

1 101. Section 7.4.1 provides that the QHIN “shall be responsible for its acts and
2 omissions, and the acts or omissions of its Participants and their Subparticipants...,”
3 except as prohibited by applicable law. *Id.* § 7.4.1.

4 102. Section 9.1 provides that “[s]ignatory may only utilize Designated Network
5 Services for purposes of facilitating TEFCA Exchange. TEFCA Exchange may only be
6 utilized for an XP. . . . All TEFCA Exchange is governed by and must comply with the
7 Framework Agreements governing the QHINs, Participants, and Subparticipants.” *Id.* §
8 9.1.

9 103. Section 9.2 provides that signatory may Use TI (defined as “TEFCA
10 Information,” meaning information exchanged through TEFCA subject to some
11 limitations) in any manner that: “(i) is not prohibited by Applicable Law; (ii) is consistent
12 with Signatory’s Privacy and Security Notice, if applicable; and (iii) is in accordance with
13 Sections 11 and 12 of this Common Agreement, if applicable.” *Id.* § 9.2.

14 **B. Terms of Participation (ToPs)**

15 104. The ToPs set forth the standard terms that QHINs are required to make
16 binding on any Participant prior to allowing them to engage in exchange activities.

17 105. Section 5.1 provides “[y]ou may only utilize TEFCA Exchange for an XP
18 [exchange purpose].... All TEFCA Exchange is governed by and must comply with the
19 Framework Agreements [with respect to QHINs, the Common Agreement; and with
20 respect to a Participant or Subparticipant, the ToPs] governing the QHINs, Participants,
21 and Subparticipants engaging in the TEFCA Exchange.” Ex. F, ToPs § 5.1.

22 106. Section 5.2 provides “[y]ou may Use TI in any manner that: (i) is not
23 prohibited by Applicable Law; (ii) is consistent with Your Privacy and Security Notice,
24 if applicable; and (iii) is in accordance with Sections 7 and 8 of these ToP.” *Id.* § 5.2.

25 107. Section 7.1 provides that Participants that are Non-HIPAA Entities (i.e., that
26 are not “Covered Entities” or “Business Associates” under HIPAA) shall comply with the
27 HIPAA Privacy Rule with respect to Individually Identifiable Information that is
28 Protected Health Information (“PHI”). *Id.* § 7.1.

1 108. Section 9 provides that Participants “shall comply with all Applicable Law
2 and shall implement and act in accordance with any provision required by the ToP,
3 including all applicable SOPs and provisions of the QTF, when engaging in or facilitating
4 TEFCA Exchange.” *Id.* § 9.

5 109. Section 13.1 provides that “[s]ignator[ies] shall comply with all Applicable
6 Law and shall implement and act in accordance with any provision required by this
7 Common Agreement, including all applicable SOPs and provisions of the QTF, when
8 providing Designated Network Services or otherwise engaging in or facilitating TEFCA
9 Exchange.” *Id.* § 13.1.

10 110. Section 13.2.2 provides that “[s]ignator[ies] shall be responsible for taking
11 reasonable steps to confirm that all of its Participants and Subparticipants are abiding by
12 the ToP, all applicable SOPs, and any decisions made pursuant to Section 16.3.” *Id.* §
13 13.2.2.

14 111. Section 14.2 provides that “The SOPs are incorporated by reference into this
15 Common Agreement, and Signatory shall comply with all SOPs that are applicable to it.
16 In the ToP, Participants and Subparticipants will agree to comply with all applicable
17 SOPs.” *Id.* § 14.2.

18 **III. Plaintiffs and the Interoperability Frameworks**

19 112. Nearly fifty years ago, Epic was founded to develop healthcare software built
20 around the patient to provide a comprehensive record of a patient’s healthcare journey.
21 This software allows hospitals, healthcare providers, and others to create, store, and
22 exchange patients’ patient records electronically. It also allows patients to access their
23 own records, empowering them to use their health information to get well, stay well, and
24 live healthier.

25 113. Epic is deeply committed to ensuring patients’ health information can follow
26 them wherever they receive treatment. Epic pioneered healthcare interoperability through
27 the creation of the Epic Care Everywhere network, a first-of-its-kind EHR network
28 governed by Epic’s healthcare provider customer community that allows Epic’s

1 healthcare provider customers to exchange comprehensive patient records with other
2 providers within the network.

3 114. Epic’s healthcare provider customers also rely on Care Everywhere software
4 to connect with providers using other vendors’ software. To help providers with a single
5 on-ramp to nationwide interoperability, Epic was a founding member of Carequality, a
6 first-of-its-kind “network-of-networks” or framework enabling providers using different
7 vendors’ software to connect to each other. In Carequality, Epic brings its network of
8 providers to interoperate with other vendors’ networks. Epic went live with the first cohort
9 of Implementers in 2016.

10 115. More recently, Epic led the EHR industry in being the first EHR vendor to
11 join TEFCA, the federally sponsored network-of-networks. Epic Nexus was one of the
12 original QHINs under TEFCA and went live in 2023. Many health systems using Epic
13 are TEFCA Participants.

14 116. Similarly, twenty-five years ago, OCHIN, a 501(c)(3) nonprofit was founded
15 with federal grant funding to connect six community health centers in Oregon with the
16 goal of providing them the best available health technology and support to promote health
17 in their communities. OCHIN has evolved to be a trusted nonprofit corporation that
18 connects and optimizes whole-patient care at thousands of healthcare providers’ offices
19 nationwide. Its goal is to deliver knowledge-driven EHR solutions that achieve well-
20 being and good health for all patients. OCHIN’s software and implementation services
21 expand patient access to healthcare, strengthen healthcare by providing efficient and fuller
22 access to patient records, and improve health outcomes in rural and medically
23 underserved communities. In service of its mission, OCHIN has also joined the
24 Carequality and TEFCA frameworks.

25 117. Reid serves patients at its community hospitals in Indiana and Ohio and is
26 connected to both the Carequality and TEFCA frameworks as one of Epic’s healthcare
27 provider customers.

28

1 118. Trinity is a nonprofit, Catholic healthcare system with providers in 25 states,
2 including Saint Agnes Medical Center in Fresno, California, and an Epic healthcare
3 provider customer connected to both the Carequality and TEFCA frameworks.

4 119. UMass Memorial Health is a private, nonprofit, safety net healthcare system
5 serving central Massachusetts, operating a four-campus academic medical center, a
6 physician group, and three community hospitals. UMass Memorial Health is the clinical
7 partner and primary teaching hospital for the Commonwealth of Massachusetts' public
8 UMass Chan Medical School, and is an Epic healthcare provider customer that is
9 connected to the Carequality and TEFCA networks.

10 120. Reid, Trinity, UMass Memorial Health and other healthcare providers that
11 connect to the interoperability frameworks through Epic and OCHIN value
12 interoperability to complete the picture of their patient's medical history. The
13 completeness and accuracy of these records is important to a physician's ability to make
14 a diagnosis and care plan. Epic's provider customers, including Reid, Trinity, and UMass
15 Memorial Health, and OCHIN's provider customers, use Care Everywhere
16 interoperability software to ensure both they and other providers and hospitals all have
17 complete pictures. In the context of the Carequality and TEFCA frameworks, Epic's Care
18 Everywhere software is used to exchange data with providers in other vendors' networks.

19 121. Healthcare providers, like Reid, Trinity, and UMass Memorial Health are the
20 custodians of the patient records, which consist of some of the most sensitive, private data
21 that exists about any given person. As such, HIPAA regulates how providers must protect
22 this information. For example, only the "minimum necessary" information may be shared
23 for non-treatment purposes.

24 122. Safeguarding patient privacy is essential to providers' ability to build trust
25 with their patients. This trust encourages patients to share their most sensitive information
26 with their care providers, which allows them to get better care. Conversely, unauthorized
27 disclosure of sensitive health information can harm patients, including through
28 embarrassment, stigma, and discrimination.

1 123. Given that the stakes of a CC being added to the directory are so high and
2 that Carequality itself does not verify the accuracy of their directory entries, Epic and its
3 Care Everywhere Governing Council, which is composed of volunteer Epic customer
4 representatives elected by their peers and governs the Care Everywhere network, perform
5 additional diligence when Implementers add new CCs prior to distributing the CCs'
6 connection to Epic's customers. This diligence includes reviewing how the participants
7 characterize their business purpose and how they provide treatment, based on publicly
8 available information on their websites and following up with the Implementer or QHIN
9 if needed. Epic performs similar diligence for Participants onboarded to the TEFCA
10 framework.

11 **IV. Interoperability Frameworks Are Being Exploited**

12 124. Unscrupulous businesses and individuals are exploiting interoperability
13 frameworks to obtain patient records on a large scale under the false pretense of providing
14 treatment. These entities improperly obtain access to patient records for the purpose of
15 profiting by illegally selling them to third parties.

16 125. These abusers have repeatedly targeted the Carequality Framework,
17 including by improperly gaining access to records of Epic's healthcare provider
18 customers. These groups are now exploiting the federally sponsored TEFCA framework.

19 126. When these groups are caught in their schemes, they do not stop their
20 prohibited behavior, but instead use increasingly sophisticated techniques to further
21 disguise their abuse of interoperability frameworks.

22 127. While their initial attempts to gain access to the treatment networks were
23 more obviously on behalf of law firms, these actors now camouflage themselves to bolster
24 the outward appearance that they are providing medical treatment. They use medical-
25 sounding names for their companies. Their websites have photos of clinical settings,
26 descriptions of their purported clinical care, and some have access features for patients to
27 seek care. But a closer inspection reveals the photos are often stock images, videos are
28

1 sometimes AI-generated, the care descriptions are typically vague, and their sites,
2 including patient access features, are either non-functional or have limited functionality.

3 128. Some companies also use ownership structures and different entities to
4 separate the company that obtains the patient record from the company that sells the
5 patient record. For instance, Defendant Ravilla’s company – RavillaMed – obtains the
6 data for purported “treatment” purposes – while Defendant LlamaLab – where Ravilla’s
7 wife Ami Sangani works as the director of patient records and automation, sells records
8 to third parties, including law firms, for litigation-related purposes.

9 129. Further, these companies are manipulating their exchange metrics to appear
10 like an entity providing treatment. Under normal conditions, treatment-based exchange
11 of patient records occurs in an even pattern and the volume of patient records exchanged
12 between providers is reciprocal because when a record is sent for the purpose of treatment,
13 the results of that treatment are shared back to the original provider organization. Large
14 spikes in the number of records retrieved or non-reciprocal exchange are not typical and
15 are grounds for an Implementer to investigate what might be occurring and are one
16 potential indicator that records may not have been obtained for a treatment purpose. In
17 connection with a security and privacy risk associated with Integritort, in April 2024, Epic
18 published a widely distributed risk notification document in which Epic explained that
19 among the indicia of non-treatment-based exchange are sudden spikes in exchange and
20 only one-way record retrieval with no records being returned. Bad actors like Defendants
21 learned from this and evolved their tactics to hide their true purpose by eliminating spikes
22 and returning a more even amount of records. However, upon inspection, the returned
23 records—which can be injected into patient charts and reviewed by future care
24 providers—often contain junk data with little or no clinical information. Junk
25 transactions like those of Defendants thus increase server costs, jam the traffic of real
26 records being exchanged, and waste valuable clinician time for providers like those at
27 Reid, Trinity, and UMass Memorial Health and at OCHIN’s sites. Worse, junk records
28 can cloud the true patient medical history and negatively impact patient care. And the

1 Defendants' junk records further confirm that no treatment was actually provided,
2 contrary to representations otherwise. The exploitation of access to patient records
3 through the Carequality and TEFCA frameworks is a problem that is becoming
4 increasingly complex and alarming

5 130. In fall 2022, Kno2, a Carequality Implementer, added to Carequality's
6 directory approximately thirty entries whose plain names appeared to be those of law
7 firms.

8 131. In response to Epic's requests for additional information about the purpose
9 of these new law firm entries' requests for patient data, Kno2 claimed Treatment
10 purposes. After further discussions did not resolve Epic's doubts about that claim, Epic
11 formally escalated the issue to Carequality's dispute resolution process. However,
12 Carequality leadership rejected the dispute and opted instead to manage the disagreement
13 informally, which allowed Kno2 to quietly remove the disputed entries from the directory
14 without transparency to the providers and others in the Carequality community. Health
15 Gorilla was notified of the basis for Epic's dispute about Kno2's law-firm-related
16 directory entries in September 2022.

17 132. In October 2023, another Carequality Implementer added Integritort to the
18 Carequality directory under the assertion of treatment purposes. Yet *Integritort's* very
19 name should have made obvious that it was not a healthcare provider. Moreover, a video
20 on Integritort's website described it as "bring[ing] transparency and efficiency to the mass
21 tort business" and "seamlessly integrating real-time patient records into the mass tort
22 process."¹³ Cursory due diligence would have confirmed the truth.

23 133. In November 2023, the Care Everywhere Governing Council concluded that
24 Integritort's use case was not treatment, contrary to Integritort's representations, and Epic
25 thus did not load Integritort into its own directory for the Care Everywhere network.
26
27

28 ¹³ Integritort Tech, *Integritort 1080p 230827*, at 0:03 (YouTube, Aug. 27, 2023),
<https://www.youtube.com/watch?v=chuuWi7KUJo>
[\[https://web.archive.org/web/20260113032256/https://www.youtube.com/watch?v=chuuWi7KUJo\]](https://web.archive.org/web/20260113032256/https://www.youtube.com/watch?v=chuuWi7KUJo).

1 134. After Epic learned in March 2024 that Integritort was nonetheless actively
2 taking patient records from providers, Epic filed a formal Carequality Dispute. Amongst
3 the facts presented in the dispute was a video of an Integritort sales pitch to a law firm
4 lead generation business in which Integritort’s leadership stated that it could quickly
5 evaluate whether any individual in the United States is a potential plaintiff for a mass tort
6 suit by retrieving their medical history “from womb to tomb.” The video demonstrated
7 this capacity by retrieving, in real time, an audience member’s sensitive health
8 information by falsely claiming the treatment purpose through Carequality. Integritort’s
9 CEO, Defendant Daniel Baker, who actively participated in the recorded sales video, had
10 been criminally prosecuted and banned from the U.S. securities industry for fraud in 2014.

11 135. In October 2024, Carequality released a resolution banning Integritort from
12 Carequality for a year and provided that Integritort, and any successor entities or entities
13 owned or operated by any owner of Integritort (including Defendant Daniel Baker), could
14 only be reinstated after that year if the Carequality Steering Committee approved.

15 136. In another instance, in the Spring 2024, Constant Care Health (“CCH”), a
16 Carequality connection of Health Gorilla, was discovered to not be providing treatment
17 as represented but instead providing services to class action lawyers. A leaked CCH
18 memo revealed its business model and confirmed its non-treatment purpose in describing
19 its pitch “to explain to [law firms] why they should choose to enroll” with CCH, including
20 that CCH is free, “will not replace any of your doctors or clinicians,” “will not diagnose
21 your condition,” and “will not prescribe medicines.” It explained that the benefit of
22 enrolling is to help “gather a complete and accurate list of your medical care” to “make
23 sure your attorney has everything they need for your claim” and “speed up the decision
24 process” for a lawsuit.

25 137. After Carequality reviewed CCH, Health Gorilla removed it from the
26 directory, without sharing any explanation to the Carequality Implementer community
27 which would have allowed Implementers to notify any impacted healthcare providers.
28 Over the course of the year that CCH was live on Carequality, CCH took more than

1 59,000 records from healthcare providers using Epic (and undoubtedly many more
2 records from healthcare providers not using Epic) and shared only 80 back. In the end,
3 the findings were kept secret, and neither Carequality nor Health Gorilla ever provided
4 an explanation or notice to other Implementers or healthcare providers about CCH's
5 inappropriate access to so many healthcare records. Bad actors who seek to exploit the
6 interoperability framework know and rely on Carequality's secretive approach to
7 managing problems on the network because they know if they get caught, the worst fate
8 they will face is a closed-door dispute proceeding.

9 **V. Defendants' Abuses of the Interoperability Framework**

10 138. Using the same sophisticated camouflaging schemes identified above,
11 Defendants in this case abuse interoperability frameworks by accessing sensitive patient
12 records under false assertions of treatment purposes and providing those patient records
13 to third parties who have no right to them. If not stopped by this Court, Defendants, and
14 those like them, will continue to do so.

15 139. Defendant Health Gorilla is a Carequality Implementer approved for the
16 Query-Based Document Exchange Use Case and added Defendants RavillaMed,
17 Mammoth, SelfRx, and Unit 387 as CCs. Health Gorilla is also a TEFCA QHIN that
18 onboarded Defendants RavillaMed and Mammoth as Participants. When joining both
19 frameworks, RavillaMed and Mammoth represented that they sought access to patient
20 records for treatment purposes. Based on a statement from Health Gorilla, Defendants
21 Unit 387 and SelfRx evidently made similar representations when they joined the
22 Carequality Framework, as Health Gorilla stated by email on September 1, 2022: "Unit
23 387 is candidate implementer for SelfRx LLC and they will not be initiating queries.
24 SelfRx LLC is their provider organization <https://myself.health/>. They are providing
25 blood sugar monitoring and treatment for diabetes patients. NPI is 1164010765 and we
26 confirm their Treatment purpose." GuardDog also has represented that its connection to
27 the Carequality framework (by way of Unit 387 and Health Gorilla) is proper based on
28 GuardDog's treatment purposes.

1 140. Despite their representations of treatment purposes and their obligations
2 under their Carequality and TEFCA agreements, the RavillaMed Defendants, Mammoth
3 Defendants, and Unit 387 Defendants have fraudulently accessed sensitive, private patient
4 records for non-treatment purposes in violation of California law, other states' laws, and
5 federal law. Health Gorilla has knowingly enabled them to do so.

6 141. Like other bad actors, the RavillaMed Defendants, Mammoth Defendants,
7 and Unit 387 Defendants use sophisticated camouflaging techniques to cloak their
8 wrongdoing, including by building complex interconnected webs of companies that are
9 all driven by closely-connected individuals who work together to achieve Defendants'
10 common missions to obtain access to sensitive patient records under the false pretense of
11 "treatment," so that those patient records can be monetized to Defendants' financial
12 benefit.

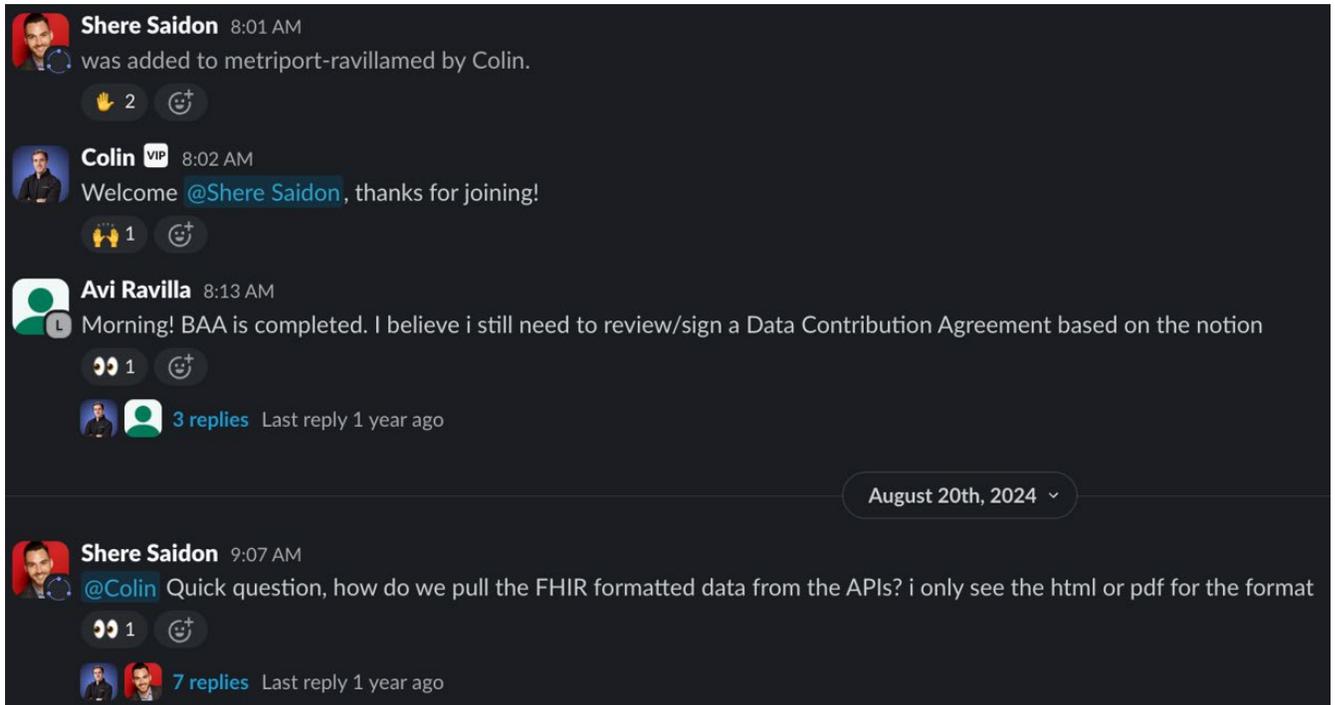
13 **A. The RavillaMed Defendants**

14 142. Defendant RavillaMed acting in concert with its employees and affiliates,
15 including Defendants Avinash Ravilla, D.O., Shere Saidon, and LlamaLab, engaged in a
16 deliberate scheme to unlawfully obtain and misappropriate confidential patient records,
17 including records of California patients who received treatment from Epic's healthcare
18 provider customers in California.

19 143. RavillaMed was incorporated in Pennsylvania on July 29, 2024. Its website
20 was created on August 13, 2024.

21 144. RavillaMed was first entered on the Carequality directory on August 23,
22 2024 by Implementer Metriport. RavillaMed pulled 32 records from Epic's provider
23 customers under this directory entry in August of 2024. During the Metriport onboarding
24 process, Defendant Shere Saidon attended virtual meetings where he handled the
25 technical details of RavillaMed's integration, as reflected in part by the following
26 excerpted Slack chat between Saidon, Defendant Ravilla and a Metriport representative,
27 which demonstrates the connection between Defendants Ravilla, Saidon, RavillaMed and
28 LlamaLab, and reveals the critical role that Defendant Saidon plays in the RavillaMed

1 Defendants' scheme – Saidon facilitates, from a technical perspective, the RavillaMed
 2 Defendants' connections to the interoperability frameworks.



16 145. Metriport quickly grew suspicious of RavillaMed's purposes and removed it
 17 from Carequality, largely based on the involvement of Defendants Saidon and LlamaLab,
 18 a business associated with obtaining records for law firms. After August 2024,
 19 Metriport's RavillaMed directory entry was never used to pull records from Epic's
 20 healthcare provider customers again.

21 146. On October 7, 2024, Health Gorilla entered RavillaMed into the Carequality
 22 directory and the TEFCA directory. As an Implementer, Health Gorilla knew or should
 23 have known that RavillaMed was previously active on Carequality with Metriport for a
 24 short period of a few weeks, a clear red flag. Consistent with the requirements of the
 25 frameworks, RavillaMed would have represented to Health Gorilla that RavillaMed
 26 sought access because it needed patient records for treatment purposes, and Health Gorilla
 27 would have affirmed that representation to the frameworks and all of the participants on
 28 the frameworks, including Epic and Epic's healthcare provider customers, including Reid,

1 Trinity, UMass Memorial Health, as well as OCHIN and its healthcare provider
2 customers. Since gaining access to the interoperability frameworks, RavillaMed has
3 taken over 42,000 patient records through Carequality and TEFCA from Epic’s healthcare
4 provider customers alone (in addition to an unknown number of patient records that were
5 taken from organizations nationwide, including from the U.S. Department of Veterans
6 Affairs (“VA”) and providers using other EHRs), including over 500 from Trinity, and
7 scores more from Reid and UMass Memorial Health, all using Health Gorilla. It has taken
8 over 350 patient records through the same frameworks from OCHIN’s healthcare
9 provider customers, using Health Gorilla.

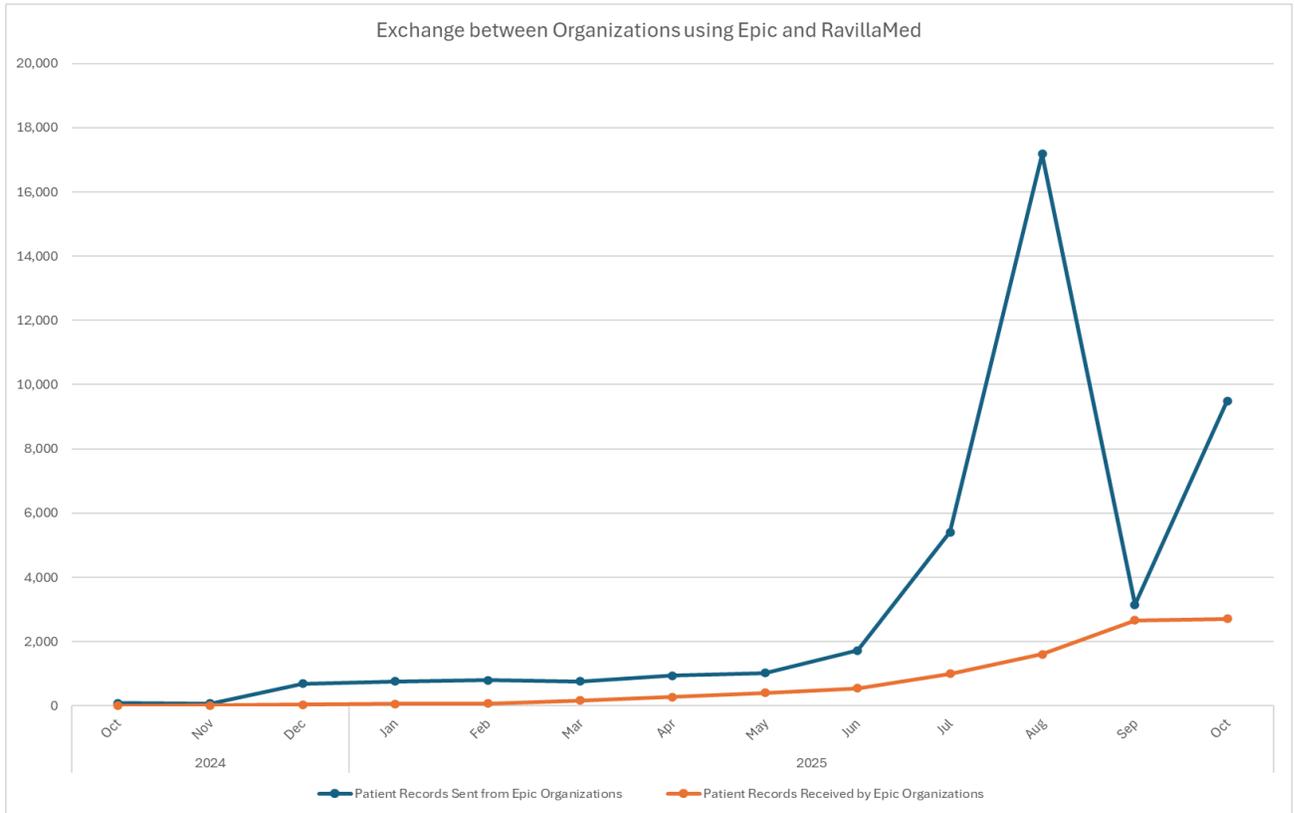
10 147. In RavillaMed’s Pennsylvania incorporation documents, Defendant Ravilla
11 is listed as the Governor of RavillaMed. RavillaMed’s address is a residential address in
12 Philadelphia owned by Kunal Lodaya, a close associate of Defendant Ravilla. The
13 mailing address is another residential address in New York, this one owned by the “R.
14 Ravilla Living Trust UAD.” There is no other physical address associated with
15 RavillaMed.

16 148. The RavillaMed domain (ravillamed.com) website offers minimal
17 substantive information explaining how its services are actually delivered, and most pages
18 make broad, generalized healthcare statements. The pictures are almost exclusively stock
19 photography images with one identical image appearing across three different pages. The
20 website largely omits contact information such as address and phone number, and the
21 “Contact us” feature has a significant functionality failure – after filling out the required
22 fields, no visible submit button is present. All of this presents a serious red flag about the
23 existence or extent of RavillaMed’s actual treatment of patients.

24 149. RavillaMed’s pattern of accessing patient records also reveals large spikes.
25 For instance, in August 2025, it took more than 17,000 patient records from the Epic
26 community alone, and in October 2025, it took almost 10,000 more, which is highly
27 unusual for a small medical practice such as RavillaMed.

28

1 150. Further, RavillaMed sent back to providers far fewer patient records than it
 2 took. This non-reciprocal exchange pattern between RavillaMed and healthcare providers
 3 using Epic is atypical for a healthcare provider and presents another red flag that the
 4 purported healthcare provider (RavillaMed) did not actually provide treatment. This non-
 5 reciprocal exchange pattern is reflected in the following chart.



19 151. Further, review of patient records that Defendant RavillaMed returned to
 20 Epic’s healthcare provider customers revealed records reflecting no evidence of treatment
 21 by any RavillaMed clinician. There were no diagnoses, prescriptions, or treatment plans
 22 from RavillaMed clinicians. Instead, the patient records primarily consisted of *previous*
 23 diagnoses made by providers other than RavillaMed and organized to highlight forever
 24 chemical PFAS-associated diagnosis, a subject matter that is highly litigated in mass tort
 25 and class action lawsuits.

26 152. RavillaMed is closely affiliated with Defendant LlamaLab. LlamaLab is in
 27 the business of selling patient records to trial attorneys and not providing treatment to
 28 patients. LlamaLab’s website (www.llamalab.ai) explains that the company offers

1 “Same-Day Medical Records Retrieval for Law Firms” and related services. The
 2 company’s corporate LinkedIn account posted that LlamaLab can obtain records from the
 3 VA in seven days, which raises significant red flags that LlamaLab is obtaining the patient
 4 records improperly because using proper channels for such records would take much
 5 longer, in part because a valid patient authorization is required for the non-treatment
 6 purposes for which LlamaLab obtains and sells them. LlamaLab was a sponsor for the
 7 October 2025 Mass Torts Made Perfect conference and participated as an exhibitor in the
 8 Medical Record category. Its booth offered same-day access to patient records without
 9 copy or facility fees, which again demonstrates serious red flags because LlamaLab is not
 10 treating patients and therefore should have no way of retrieving “treatment” records same-
 11 day in this manner. On its website, LlamaLab claims that its “entire retrieval process is
 12 fully HIPAA compliant” and that its services include a “signed [business associate
 13 agreement] protecting the platform from discovery.”

14 153. RavillaMed’s owner/Governor Defendant Ravilla was listed on LlamaLab’s
 15 website as its Chief Medical Officer.¹⁴ Defendant Ravilla’s wife, Ami Sangani, is
 16 LlamaLab’s Director of Medical Records and Clinical Automation. Further, LlamaLab’s
 17 head of sales, Gary Chan, and Clinical informatics Nurse Shikha Patel were members of
 18 the Ravilla/Sangani wedding party.¹⁵

19 154. Defendant Ravilla is tagged along with LlamaLab team members in a public
 20 LinkedIn post about a mass torts conference LlamaLab attended.¹⁶

21
 22 ¹⁴ *Business Cards*, LlamaLab,
 23 <https://web.archive.org/web/20250426111148/https://www.llamalab.ai/business-cards> (last visited Jan.
 24 12, 2026) (LlamaLab has since removed this listing to obscure the close ties between itself and
 25 RavillaMed and thereby further their scheme; the information is now only available in internet
 26 archives).

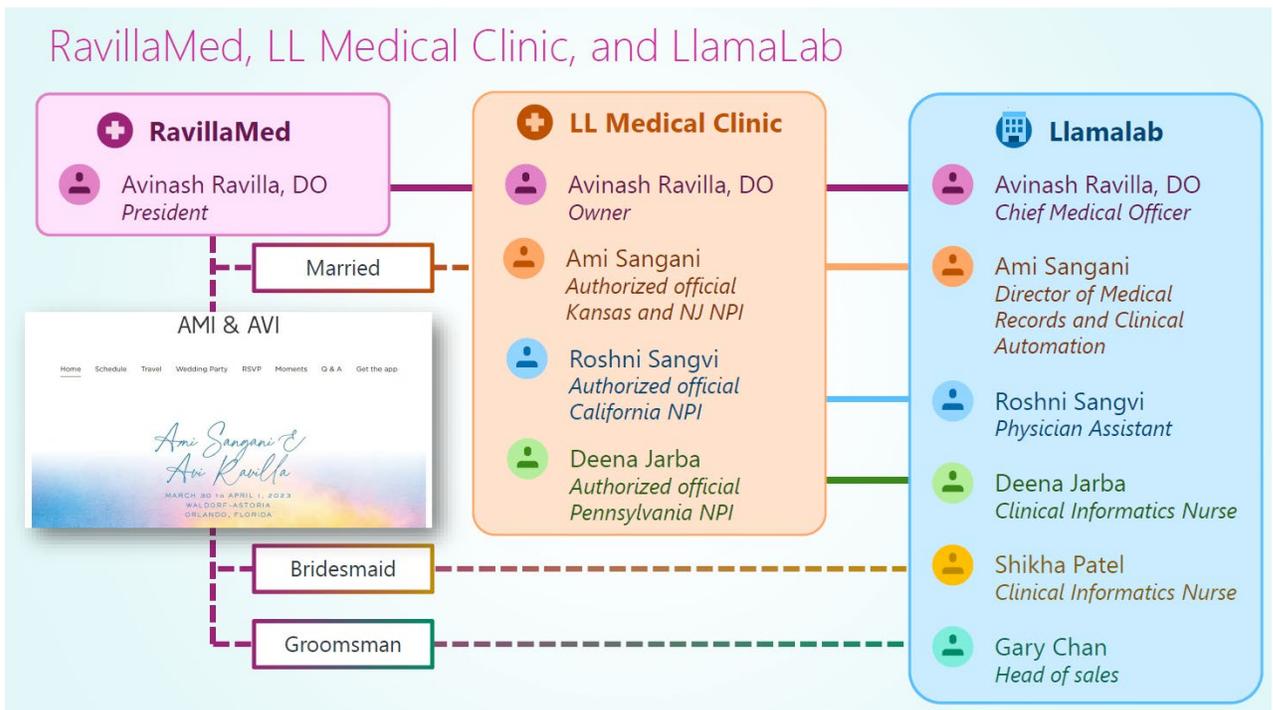
27 ¹⁵ *Orlando, FL Indian Wedding by Dream Light Visuals*, Maharani Weddings (Sept. 13, 2024),
 28 <https://www.maharaniweddings.com/2024-09-13/16286-orlando-fl-indian-wedding-by-dream-light-visuals> [<https://web.archive.org/web/20260113033132/https://www.maharaniweddings.com/2024-09-13/16286-orlando-fl-indian-wedding-by-dream-light-visuals>].

¹⁶ See Image posted by Gary Chan, LinkedIn,
https://www.linkedin.com/posts/garywchan_mttmp-activity-7386471404990255105-Lenv?utm_source=share&utm_medium=member_ios&rcm=ACoAACQjfuUBUJwaeTohBI50XxBowFR5C-U2YIY

(Cont’d on next page)

155. Further evidence of the connection between Defendant Ravilla and LlamaLab includes that Ravilla is the owner of LL Medical Clinic and LL Medical Clinic, in turn, shares a number of employees with Defendant LlamaLab. As relevant here, (1) Ami Sangani, the LlamaLab Director of Medical Records and Clinical Automation and Defendant Ravilla’s wife, is the authorized official for LL Medical Clinic’s Kansas and New Jersey NPIs; (2) Roshni Sangvi, a physician assistant at LlamaLab, is the authorized official for LL Medical Clinic’s California NPI; and (3) Deena Jarba, a LlamaLab Clinical Informatics Nurse, is the authorized official for LL Medical Clinic’s Pennsylvania NPI.

156. The connections between the RavillaMed Defendants and their affiliates can be seen in the following chart.



157. From October 2024 to December 2025, RavillaMed obtained sensitive patient records from Epic’s and OCHIN’s healthcare provider customers in California and other states, including from Reid, Trinity, and UMass Memorial Health, through the

[https://web.archive.org/web/20260110202953/https://www.linkedin.com/posts/garywchan_mttmp-activity-7386471404990255105-?utm_source=share&utm_medium=member_ios&rcm=ACoAACQjfuUBUJwaeTohBI50XxBowFR5C-U2YIY] (last visited Jan. 12, 2026) (LlamaLab CRO posting that the Llamalab team, including Dr. Ravilla, was at a mass torts conference selling the Llamalab service).

1 Carequality and TEFCA frameworks, asserting that the requests were for treatment
2 purposes. Some of the improperly accessed data was about California patients and
3 belonged to Californian Epic and OCHIN healthcare provider customers, including Epic's
4 customer Trinity, and some of the improperly accessed data was stored on customers'
5 servers in California. On information and belief, RavillaMed then knowingly transmitted
6 some of those patient records to LlamaLab for sale for profit in violation of the law and
7 Sections 22 and 23 of the CC Terms as well as the TEFCA SOPs. On information and
8 belief, LlamaLab knowingly obtained the data disclosed by RavillaMed in violation of
9 the law. As shown above, the individual RavillaMed Defendants, Ravilla, and Saidon,
10 carried out these bad acts to benefit the interests of the interconnected business web that
11 these defendants operate for the improper purposes of obtaining and then selling patient
12 records that they take from the interoperability frameworks under the false pretense of
13 providing "treatment" to patients. Simply put, these individuals have tried to hide the
14 connections between themselves and their closely held companies (Defendants
15 RavillaMed and LlamaLab) to evade detection, leveraging the size and scale of the
16 national interoperability frameworks.

17 158. On November 7, 2025, Epic shared evidence of RavillaMed's misconduct
18 with the Care Everywhere Governing Council. That same day, Epic and the Care
19 Everywhere Governing Council escalated the matter to Carequality and Health Gorilla
20 requesting an investigation and that the connection be stopped from taking records.
21 Health Gorilla initially represented to Epic and to Carequality that Health Gorilla had
22 imposed a "voluntary" suspension concerning the RavillaMed's concerns in November
23 2025 while it investigated the issue, but RavillaMed was nonetheless able to take records
24 from the Epic customer community into December 2025. To date, the issues remain
25 unresolved, and it is evident that this Court's intervention is required.

26 **B. The Mammoth Defendants**

27 159. Defendant Mammoth (i.e., Mammoth Dx and Mammoth Path Solution,
28 LLC) acting in concert with its employees and affiliates, including Defendants Mammoth,

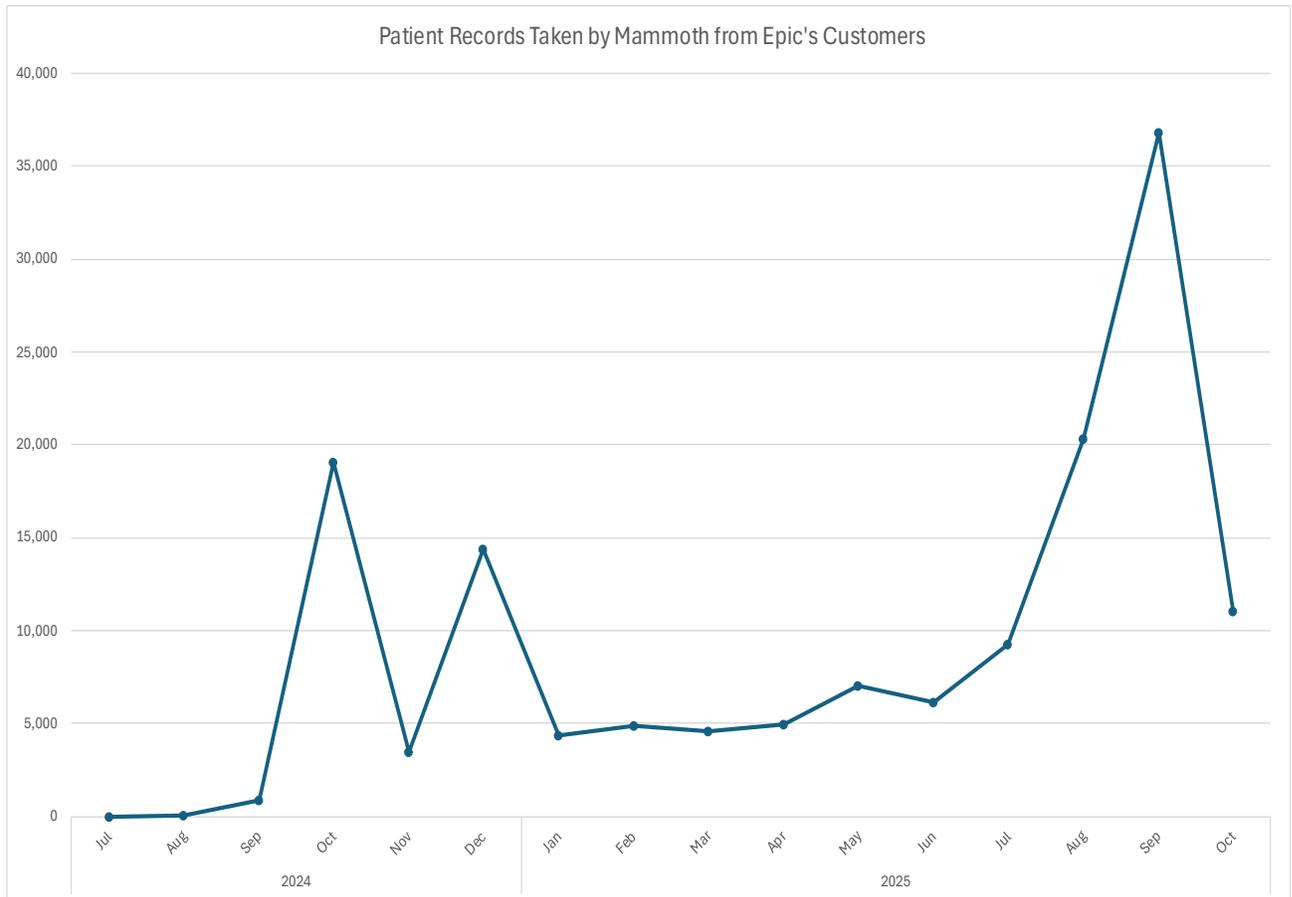
1 Mammoth Rx, Ryan Hilton, Daniel Baker, and Max Toovey engaged in a deliberate
2 scheme to unlawfully obtain and misuse confidential patient records, including records of
3 California patients who received treatment from Epic’s healthcare provider customers in
4 California.

5 160. Mammoth Dx represents on its website (<https://mammoth-dx.com/>) that it is
6 an advanced diagnostic laboratory offering molecular and pathology testing with a focus
7 on Epidermal Nerve Fiber Density testing. Mammoth represents that its on-staff
8 pathologists review historical patient records “to provide more precise results and
9 treatment plans.”

10 161. In July 2024, Health Gorilla entered Mammoth into the Carequality and
11 TEFCA directories. Consistent with the requirements of the frameworks, Mammoth
12 would have represented to Health Gorilla that Mammoth sought access because it needed
13 patient records for treatment purposes, and Health Gorilla would have affirmed that
14 representation to the frameworks and all of the participants on the frameworks, including
15 Epic and Epic’s healthcare provider customers, including Reid, Trinity, and UMass
16 Memorial Health, as well as OCHIN and its healthcare provider customers. Since gaining
17 access to the interoperability frameworks, Mammoth – using Health Gorilla – has taken
18 over 140,000 patient records through Carequality and TEFCA from Epic’s healthcare
19 provider customers (in addition to an unknown number of patient records that were taken
20 from organizations nationwide, including from the VA and providers using other EHRs),
21 including over 18,000 patient from California providers and over 3,000 patient records
22 from Reid, Trinity, and UMass Memorial Health. Mammoth has taken over 1,500 patient
23 records through these frameworks from OCHIN’s healthcare provider customers, using
24 Health Gorilla.

25 162. Mammoth exhibits highly abnormal patient-record exchange patterns.
26 Rather than the steady, reciprocal flow of patient records associated with patient care,
27 Mammoth has taken large quantities of patient records in spikes, as reflected in the
28

1 following chart, which is a clear red flag that the patient records were accessed for non-
 2 treatment purposes.



18 163. A number of Epic’s healthcare provider customers reviewed patient records
 19 returned to them by Mammoth. Records received from Mammoth lack basic clinical
 20 information that one would expect from a CLIA-certified laboratory, such as test results
 21 and dates. They instead include vague clinical notes that also lack basic information such
 22 as a date, a clinical assessment, a plan, or clinical recommendations. It is unclear what
 23 services, if any, Mammoth purports to have provided. The records are blank or otherwise
 24 clinically useless, in other words junk data, which is a clear red flag that no treatment was
 25 provided.

26 164. Mammoth Rx’s website (<https://www.mammothrx.com/>) as significant
 27 functionality flaws drawing into question its legitimacy. Under “Solutions,” they have
 28 the same generic descriptions for each of the drop-down selections Credibl, Assist MD,

1 Plug MD, Mammoth Path Solution, Lab Leopard, Claim AI and Hippo Connect. The
2 links to each of these solutions are dead links. Press articles on the site also have dead
3 links. All of this presents a serious red flag about the existence or extent of Mammoth's
4 actual treatment of patients. As for Defendant Mammoth Path Solution, LLC, the other
5 Mammoth entity that shares the same location with Mammoth Dx and is connected by
6 Health Gorilla to the Carequality and TEFCA frameworks, it appears to have no public
7 website at all, undermining the existence or extent of any treatment it actually provides
8 to patients.

9 165. Publicly available information indicates that Defendant Daniel Baker, the
10 former CEO of Integritort, who pleaded guilty in this District in 2014 to conspiracy to
11 defraud the United States in violation of 18 U.S.C. 371¹⁷ and a person who is prohibited
12 from exchanging securities by the SEC¹⁸, was the founder and Chief Technology Officer
13 (CTO) of Mammoth Rx. Further, Mammoth Dx's website contains a listing of Defendant
14 Baker as its CTO, although that listing is now hidden and available only on the Wayback
15 Machine. In further evidence of the connection, a filing with the California Secretary of
16 State lists Defendant Hilton as the CEO and Defendant Baker as the CFO of Mammoth
17 Global, Inc. Even further, Baker is listed as the Director of Assist MD and the Manager
18 of Claim.AI, both of which are listed as products of Mammoth Rx on its website. Indeed,
19 when presented with mounting evidence of the connection, Health Gorilla was forced to
20 later concede to Carequality there was a connection between Mammoth and Defendant
21 Baker, but Health Gorilla minimized the connection by asserting he was only a
22 "consultant" to Mammoth in the past. Further indication that Mammoth works with
23 attorneys is from the company that Mammoth Rx used to develop its website,
24 "Deceptive.co." Deceptive described Mammoth Rx as helping "from nurses to lab
25

26
27 ¹⁷ ECF 14, *United States v. Daniel Baker*, Case 8:14-cr-00041 (C.D. Cal June 16, 2014).

28 ¹⁸ In the Matter of Daniel R. Baker, Securities and Exchange Commission, *Order Instituting Administrative Proceedings Pursuant to Section 15(b) of the Securities and Exchange Act of 1934, Making Findings, and Imposing Remedial Sanctions*, File No. 3-16030 (Aug. 22, 2014).

1 technicians, from surgeons to *medical attorneys*—Mammoth Rx brings them together.”
2 [emphasis added].

3 166. After Epic brought evidence of Mammoth’s ties to Baker to Health Gorilla’s
4 attention on October 24, 2025, one month later Health Gorilla responded with a carefully
5 crafted denial of any relationship between Mammoth *and Integritort* (notably not Baker).
6 Health Gorilla reported it was “satisfied” based on the findings of its “extensive
7 investigation” that Epic’s concerns were unfounded. Health Gorilla also tendered a sworn
8 affidavit executed in Orange County, California, on November 18, 2025, from Defendant
9 Ryan Hilton in which he describes Defendants Mammoth Path Solution, Mammoth Dx,
10 and Mammoth Rx as the “Mammoth Family”; affirmed that Baker “has never been a
11 founder, co-founder, or principal of any entity within the Mammoth Family”; and denied
12 that Baker had ever “held any financial interest—directly or indirectly—in any of the
13 collective companies, nor has he participated in the management, governance, operations,
14 or strategic decision-making in any capacity.” This affidavit is false.

15 167. Defendant Hilton is also listed on an NPI as the owner of Nationwide
16 Healthcare Provider Corp (NHPC), which markets patient records to attorneys. Mammoth
17 and NHPC share a street address (20505 Crescent Bay Drive, Lake Forest, CA 92630-
18 8825). Further, Defendant Toovey, who holds himself out as the Chief Commercial &
19 Strategy Officer of NHPC, also was previously listed on Mammoth Rx’s website as the
20 Chief Commercial and Strategy Officer. In a letter advertising its services to social
21 security claimant representatives, Defendant Toovey bragged that “NHPC’s digital
22 system pulls records straight from providers’ EHRs and sends them to representative
23 firms. This cuts down wait times from weeks to minutes.” As an experienced individual
24 in the patient records retrieval industry, Toovey knew or should know that the only
25 conceivable way this could be accomplished would be by falsely claiming the treatment
26 purpose through TEFCA or Carequality.

27 168. According to public records, including the Mammoth Dx website
28 (<https://mammoth-dx.com/>), Mammoth Dx is the trade name for Unique Medi Tech, LLC.

1 The NPI for Unique Medi Tech lists Defendant Hilton as its owner and authorized official.
2 Unique Medi Tech, LLC is a Delaware limited liability company that is headquartered in
3 California and appears to have a current CLIA certificate. Unique Medi Tech has been
4 suspended from doing business in California and is not in good standing in Delaware due
5 to its failure to meet tax obligations in both states. While Unique Medi Tech appears to
6 be enrolled in Medicare with a current CLIA certificate, Mammoth Dx used the Medicare
7 enrollment and CLIA certification credentials of a separate entity, Defendant Mammoth
8 Path Solution, LLC, to gain admission into TEFCA.

9 169. In Defendant Mammoth Path Solution's NPI, Defendant Hilton is also listed
10 as its owner and authorized official.

11 170. From July 2024 to October 2025, Mammoth obtained sensitive patient
12 records from Epic and OCHIN's healthcare provider customers in California and other
13 states, including Reid, Trinity, and UMass Memorial Health, other states through
14 Carequality and TEFCA, falsely asserting that the requests were for treatment purposes
15 and without requisite authorization. Some of the improperly accessed data was for
16 California patients and belonged to Californian Epic healthcare provider customers,
17 including Epic's customer Trinity, and some of the improperly accessed data was stored
18 on customers' servers in California. On information and belief, Mammoth has disclosed
19 the patient records to NHPC and/or other entities for sale for profit in violation of the law
20 and Sections 22 and 23 of the CC Terms as well as the TEFCA SOPs. As shown above,
21 the individual Mammoth Defendants, Hilton, Baker, and Toovey, carried out these bad
22 acts to benefit the interests of the interconnected business web that these defendants
23 operate for the improper purposes of obtaining and then selling patient records that they
24 take from the interoperability frameworks under the false pretense of providing
25 "treatment" to patients. Simply put, these individuals have tried to hide the connections
26 between themselves and their closely held companies (Defendants Mammoth Dx,
27 Mammoth Path Solution, LLC, and Mammoth Rx) to evade detection, leveraging the size
28 and scale of the national interoperability frameworks.

1 171. To date, the issues raised concerning Mammoth remain unresolved, and it is
2 evident that this Court's intervention is required.

3 **C. The Unit 387 Defendants**

4 172. Unit 387, acting in concert with its employees and affiliates, including
5 Meredith Manak, Hoppr, GuardDog, and SelfRx engaged in a deliberate scheme to
6 unlawfully obtain and misuse confidential patient records, including records of California
7 patients who received treatment from Epic's healthcare provider customers in California.

8 173. Defendant Manak is the founder and CEO of both Defendants Unit 387 and
9 Hoppr, an entity that "[i]nstantly aggregates all patient records" for law firms and
10 "[p]rovide[s] near instant access to patient records" for insurance companies. These are
11 both small entities with the sole employees being either Manak herself or Manak and one
12 other person. Manak has attended law firm conferences targeted at personal injury
13 attorneys and gave a presentation in September 2025 on "How to Request and Receive
14 All of Your Client's Medical Records In Less Than 48 Hours for 1 Low Flat Fee and Not
15 Pay a Penny for Copy Costs." As an experienced individual in the patient records retrieval
16 industry, Manak knew or should know that the only conceivable way this could be
17 accomplished would be by falsely claiming the treatment purpose through TEFCA or
18 Carequality.

19 174. In September 2022, Health Gorilla entered Unit 387 into the Carequality
20 directory. Consistent with the requirements of the framework, Unit 387 would have
21 represented to Health Gorilla that Unit 387 sought access because its customers needed
22 patient records for treatment purposes, and Health Gorilla would have affirmed that
23 representation to the framework and all of the participants on the framework, including
24 Epic and Epic's healthcare provider customers, including Reid, Trinity, and UMass
25 Memorial Health, as well as OCHIN and its healthcare provider customers. Since gaining
26 access to the Carequality framework, Unit 387's customers have taken over 100,000
27 records through Carequality from Epic's healthcare provider customers community
28 members alone, including thousands from California providers and over 1,300 from

1 Trinity, and scores more from Reid and UMass Memorial Health using Health Gorilla.
2 Unit 387's customers have taken nearly 1,000 records through Carequality from OCHIN's
3 healthcare provider customers, using Health Gorilla.

4 175. Unit 387 is not only a CC but also a candidate implementer, meaning it can
5 onboard downstream connections to the interoperability frameworks under Health Gorilla
6 and has its own connections to the frameworks, including Defendants SelfRx and
7 GuardDog.

8 176. Defendant SelfRx is one of Unit 387's downstream connections. SelfRx has
9 had access to the Carequality directory since September 2022. Consistent with the
10 requirements of the framework, SelfRx and Unit 387 would have represented to Health
11 Gorilla that SelfRx sought access because SelfRx needed patient records for treatment
12 purposes, and Health Gorilla would have affirmed that representation to the framework
13 and all of the participants on the framework, including Epic and Epic's healthcare
14 provider customers, including Reid, Trinity, and UMass Memorial Health, as well as
15 OCHIN and its healthcare provider customers. Since gaining access to the Carequality
16 framework, SelfRx has taken over 100,000 patient records through Carequality from
17 Epic's healthcare provider customers (in addition to an unknown number of patient
18 records that were taken from organizations nationwide, including from the VA and
19 providers using other EHRs), including over 1,000 from Trinity, and scores more from
20 Reid and UMass Memorial Health, all using Health Gorilla and Unit 387. SelfRx has
21 taken nearly 1,000 patient records through Carequality from OCHIN's healthcare
22 provider customers, using Health Gorilla and Unit 387.

23 177. Defendant GuardDog is one of Unit 387's downstream connections.
24 GuardDog has had access to the Carequality directory since September 2024. Consistent
25 with the requirements of the framework, GuardDog and Unit 387 would have represented
26 to Health Gorilla that GuardDog sought access because GuardDog needed patient records
27 for treatment purposes, and Health Gorilla would have affirmed that representation to the
28 framework and all of the participants on the framework, including Epic and Epic's

1 healthcare provider customers, including Reid, Trinity, and UMass Memorial Health, as
2 well as OCHIN and its healthcare provider customers. Since gaining access to the
3 Carequality and TEFCA frameworks, GuardDog has taken over 6,000 patient records
4 through Carequality from Epic’s healthcare provider customers (in addition to an
5 unknown number of patient records that were taken from organizations nationwide,
6 including from the VA and providers using other EHRs), including over 50 from Trinity,
7 and additional patient records from Reid and UMass Memorial Health, using Health
8 Gorilla and Unit 387. It has taken over 50 patient records through Carequality from
9 OCHIN’s healthcare provider customers, using Health Gorilla and Unit 387.

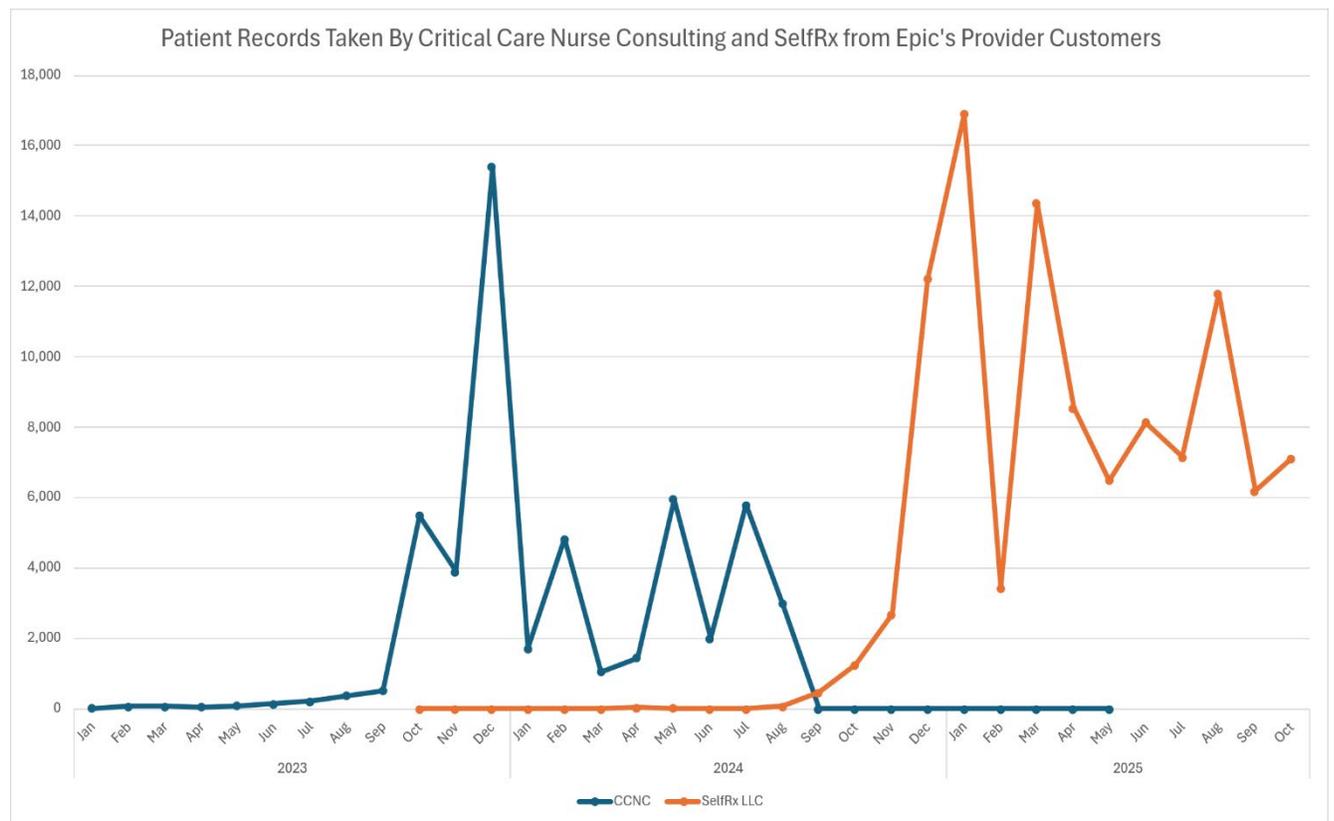
10 178. Since its former Chief Medical Officer, Courtney Scanlon, M.D., left the
11 organization in August 2024, SelfRx has exhibited highly abnormal patient-record
12 exchange patterns. From October 2023 to July 2024, SelfRx requested single-digit patient
13 records per month from Epic’s healthcare provider customers. Suddenly, in August 2024,
14 it began requesting rapidly increasing numbers of patient records in sporadic spikes. In
15 December 2024, it took nearly 17,000 patient records from Epic’s healthcare provider
16 customers, and over 14,000 in March 2025. These spikes raise significant red flags that
17 suggest that the patient records were not actually for treatment purposes.

18 179. The NPI authorized official for Defendant GuardDog is Keli Heskett, who is
19 also the co-founder of Mass Tort Medical Consultants, whose name and website
20 (<https://mtmc1.com/our-story/>) indicate that its purpose is related to mass tort suits.
21 Before GuardDog came onto the scene, Heskett acted as the CEO of another one of Unit
22 387’s prior downstream connections called Critical Care Nurse *Consulting*, which bears
23 a strikingly similar name to GuardDog’s formal name—Critical Care Nurse *Consultants*.
24 (Emphasis added.) GuardDog has taken nearly 5,000 patient records from Epic customers
25 since September 2024.

26 180. Critical Care Nurse Consulting exhibited highly abnormal patient-record
27 exchange patterns. For most of 2023, it requested very few patient records from Epic’s
28 healthcare provider customers. Suddenly, in October 2023, it requested approximately

1 5,500 patient records. It requested approximately 4,000 patient records in November
 2 2023, and approximately 15,500 in December 2023. That spikey exchange, which is a
 3 red flag that suggests no treatment is being provided, continued until Critical Care Nurse
 4 Consulting abruptly stopped in September 2024 with no explanation, the same month that
 5 GuardDog began taking patient records from Epic’s healthcare provider customers via
 6 the Carequality framework, and through Unit 387 as onboarder for Health Gorilla.

7 181. The following chart shows the telltale spikes in Critical Care Nurse
 8 Consulting’s and Defendant SelfRx’s patient records request data and the ways in which
 9 Defendants deploy their hydra tactics, replacing one bad actor with a new iteration to
 10 obfuscate and avoid detection.



24 182. From September 2022 to November 2025, Unit 387 facilitated others such
 25 as Defendants SelfRx, GuardDog and its predecessor Critical Care Nurse Consulting in
 26 obtaining sensitive patient records from Epic and OCHIN’s healthcare provider customers
 27 in California and other states, including Reid, Trinity, and UMass Memorial Health,
 28 through Carequality, asserting that the requests were for treatment purposes. Some of the

1 improperly accessed data was for California patients and belonged to Epic healthcare
2 provider customers in California, including Trinity, and some of the improperly accessed
3 data was stored on customers' servers in California. Epic believes that Unit 387, either
4 directly or through its own customers, knowingly transmitted the data to Hoppr for sale
5 for profit, in violation of Sections 22 and 23 of the CC Terms as well as HIPAA. On
6 information and belief, Hoppr knowingly obtained the data disclosed by Unit 387 or its
7 customers in violation of the law. As shown above, Defendant Manak carried out these
8 bad acts to benefit the interests of the interconnected business web that Manak operates
9 for the improper purposes of obtaining and then selling patient records that they take from
10 the interoperability frameworks under the false pretense of providing "treatment" to
11 patients. Simply put, Manak tried to hide the connections between herself and her closely
12 held companies and their affiliates (Defendants Unit 387, Hoppr, GuardDog, and SelfRx)
13 to evade detection, leveraging the size and scale of the national interoperability
14 frameworks.

15 183. On November 11, 2025, Epic and the Care Everywhere Governing Council
16 escalated concerns about Defendant Unit 387 and its CCs' misconduct in a letter to
17 Carequality and Health Gorilla. Health Gorilla has not responded and to date, the issues
18 remain unresolved, so it is evident that this Court's intervention is required.

19 **D. Health Gorilla's Role in and Facilitation of These Abuses**

20 184. The common thread between Defendants RavillaMed, Mammoth, and Unit
21 387, and each of the other Defendants within their respective webs, is Defendant Health
22 Gorilla. Health Gorilla played an essential role in the scheme, since it was the
23 Implementer tasked with ensuring that its connections belonged on the frameworks and
24 were not inappropriately accessing the data exchanged through those frameworks.
25 Instead of protecting the sanctity of those frameworks and stopping bad actors from
26 infiltrating it, Health Gorilla knowingly enabled the Defendants to extract sensitive
27 patient data from healthcare providers across the United States at a staggering scale.

28

1 185. Health Gorilla failed to verify that RavillaMed and Mammoth were
2 healthcare providers with legitimate treatment purposes when allowing them access to the
3 interoperability frameworks and failed to ensure that they were engaged in acceptable and
4 lawful uses of the frameworks and the protected health information they requested.
5 Health Gorilla also similarly failed to vet Unit 387 and its customers. These failures
6 occurred both prior to onboarding those CCs and after Health Gorilla became aware of
7 concerning patterns of records requests. Health Gorilla also made affirmative
8 representations to explain away its customer and co-schemers' conduct when questions
9 were raised. For example, when Health Gorilla was questioned about massive spikes in
10 RavillaMed's August 2025 and October 2025 records requests, Health Gorilla suggested
11 that RavillaMed had experienced a technical glitch where repeat requests were made of
12 the same patient. Epic customer exchange audit logs belie that explanation, as they show
13 a large spike in unique patient records being taken not attributable to multiple requests
14 for a small number of patients.

15 186. As outlined above, Health Gorilla should have discovered significant red
16 flags about the RavillaMed Defendants, Mammoth Defendants, and Unit 387 Defendants,
17 had Health Gorilla performed the diligence required of it under the law and rules
18 governing the national interoperability frameworks

19 187. But Health Gorilla did not just ignore its obligations to vet its connections to
20 the detriment of patient privacy, it actively flouted those obligations despite being put on
21 repeated notice of the rampant abuses by the Defendants that are outlined above.

22 Specifically:

- 23 a. After Epic sent three letters informing Health Gorilla of RavillaMed,
24 Mammoth, and Unit 387's pattern of behavior indicating abuse in October
25 and November 2024, Health Gorilla responded with letters dismissing Epic's
26 concerns regarding RavillaMed and Mammoth and to date has not responded
27 regarding Unit 387. Relying on statements from Mammoth and RavillaMed
28 that provided little relevant information, Health Gorilla informed Epic that it
was "satisfied" with Mammoth's and RavillaMed's use of its network, and
saw no concerns with their problematic ties with the mass tort industry.
- b. When Carequality and Epic questioned Health Gorilla about the connection
between RavillaMed and LlamaLab, Health Gorilla denied any ownership or
management connection and stated that while Dr. Ravilla and the LlamaLab
founder met in *August 2023*, Defendant Ravilla has had no involvement with

1 LlamaLab since then. However, as explained above, Dr. Ravilla and
2 RavillaMed were working in concert with LlamaLab founder and CEO
3 Defendant Saidon in August 2024 to obtain access to Carequality through
4 Metriport, and the connections between RavillaMed and LlamaLab is
5 obvious from multiple publicly available sources.

- 6 c. Moreover, in an attempt to convince providers that these entities were
7 treating patients, Health Gorilla's Chief Medical Officer, Steven Lane,
8 emailed representatives of Epic's Care Everywhere Governing Council that
9 Mammoth and RavillaMed "are doing something that we have been driving
10 toward as a community for some time. They are leveraging AI tools to
11 evaluate and organize retrieved clinical data, to identify care gaps and
12 opportunities, and to provide prioritized guidance to patients and their
13 providers." Lane added that he reviewed the activities and documentation
14 from Mammoth and RavillaMed and stated that it "falls well within the
15 statutory definitions of Treatment and we all need to figure out how to
16 support this..."
- 17 d. Even after being confronted with evidence establishing links between
18 RavillaMed and LlamaLab, Health Gorilla continued to make affirmative
19 representations that RavillaMed was appropriately exchanging records for
20 treatment. On January 8, 2026, Health Gorilla's general counsel sent Epic
21 what purported to be an "executed sworn statement" dated December 30,
22 2025, signed by Defendant Avinash Ravilla in which Ravilla made several
23 affirmative representations, in both his individual capacity and on behalf of
24 RavillaMed, disclaiming a relationship between RavillaMed and LlamaLab:
- 25 i. "Llamalab was founded and operates as an independent entity separate
26 and distinct from myself and RavillaMed PLLC. I, Dr. Avinash
27 Ravilla, hold no ownership interest in Llamalab, exercise no
28 management authority over its operations, and maintain no contractual
relationship with Llamalab in any capacity whatsoever. Similarly,
Llamalab holds no ownership interest in RavillaMed PLLC, exercises
no management authority over RavillaMed PLLC's operations, and
maintains no contractual relationship with RavillaMed PLLC in any
capacity. The two entities operate entirely independently of one
another in all respects. Furthermore, RavillaMed PLLC only retrieves
records via Carequality and TEFCA through Health Gorilla on behalf
of RavillaMed for treatment of RavillaMed patients and not on behalf
of third parties." This sworn statement was intentionally misleading,
if not outright false.

188. Despite its knowledge of RavillaMed's fraudulent acts, including illegally
taking and facilitating the improper use of patient records, Health Gorilla has continued
to take steps to allow RavillaMed to take records. In December 2025, Health Gorilla
informed Epic and its representatives who oversee Epic's customer community on
Carequality and TEFCA that Health Gorilla intended to reinstate RavillaMed's network
access, enabling RavillaMed to continue its scheme of taking patient records under the
false pretense that of seeking records for "treatment" and then using those patient records

1 for the RavillaMed Defendants' monetary gain. On Sunday evening, January 11, 2026,
2 the CEO of the Sequoia Project sent an email informing Epic and its representatives that,
3 apparently despite the sworn statement from Ravilla, Health Gorilla had "voluntarily
4 inactivated" RavillaMed on the Carequality and TEFCA directories on January 10. One
5 hour later, Health Gorilla's Chief Medical Officer Stephen Lane replied-all suggesting
6 that RavillaMed might nonetheless be "treating patients related to PFAS exposure who
7 happen to be involved in litigation." This is another example of Health Gorilla defending
8 their bad actor customer in the face of evidence that the customer is not accurately
9 representing their true purpose of exchange on the frameworks.

10 189. On October 24, 2025, Epic shared evidence of Mammoth's misdeeds with
11 the Care Everywhere Governing Council. That same day, Epic escalated these misdeeds
12 to Health Gorilla with a letter describing the suspicious nature of Mammoth's requests
13 and asking Health Gorilla to investigate Mammoth's activities to confirm that its patient
14 record requests are for legitimate treatment purposes and not for the benefit of law firms
15 or other organizations that do not treat patients. Health Gorilla responded with a letter on
16 November 24, 2025, alleging that it had investigated the matter and believed that
17 Mammoth's work was consistent with a treatment purpose and that it found no evidence
18 that records were being taken for the benefit of other parties for non-treatment purposes.

19 190. In its response to Epic's letter regarding Mammoth's concerning pattern of
20 behavior, Health Gorilla also acknowledged that it had allowed one entity, MedSync, to
21 take patient records without undergoing any of Health Gorilla's "standard onboarding."
22 Health Gorilla allowed MedSync to take patient records with what appears to have been
23 no vetting or verification, including confirming that MedSync had the authority to request
24 records for treatment purposes.

25 191. Despite its knowledge of Mammoth's fraudulent acts, including illegally
26 taking and facilitating the improper use of patient records, Health Gorilla informed Epic
27 that it intends to reinstate Mammoths's network access, enabling Mammoth to continue
28

1 its scheme of taking patient records under the false pretense that they are for “treatment”
2 and then using those patient records for the Mammoth Defendants monetary gain.

3 **VI. Defendants’ Abuses Cause Significant Harms to Epic, OCHIN, Reid, Trinity,**
4 **UMass Memorial Health, and the Nation’s Healthcare System**

5 192. Defendants’ abuses pose an imminent danger of creating a crisis in
6 confidence in interoperability and consequent reticence among healthcare providers to
7 participate in interoperability.

8 193. This imminent threat brings with it the risk of ruining interoperability
9 altogether for the public at large, including for patients whose lives depend on their
10 physicians’ access to their whole patient records. Indeed, some of Epic and OCHIN’s
11 healthcare provider customers have voiced that, because of the abuses, they have
12 contemplated limiting their participation in the Carequality and TEFCA frameworks or
13 withdrawing from them entirely. In fact, abuses to interoperability have forced providers
14 – including Plaintiffs Reid, Trinity, and UMass Memorial Health – to reevaluate their full
15 participation in the Carequality and TEFCA frameworks. Discontinued provider
16 participation in interoperability risks severely undermining patient care as described
17 above.

18 194. Epic’s U.S. healthcare provider customers store data containing patient
19 records on-site on their own servers, including in California, or they contract out to third-
20 party hosting services to store the data.

21 195. When CCs in Carequality and Participants in TEFCA request patient records
22 from an Epic or OCHIN customer, the provider customer almost always retains a copy of
23 the transmitted data. That requires additional storage, which Epic, OCHIN, and their
24 customers, including Reid, Trinity, and UMass Memorial Health bear the cost of, and
25 each additional request increases storage requirements and expenses. Epic, OCHIN, and
26 their customers, including Reid, Trinity, and UMass Memorial Health thus incur direct
27 costs when connections fraudulently request patient records for non-treatment purposes.

28

1 196. Because of interoperability abuses described herein, Epic has incurred
2 additional costs well beyond their usual costs to further monitor CCs and Implementers
3 connected to the Carequality framework and Participants connected to the TEFCA
4 framework. Epic has also incurred the additional costs of developing searches specific to
5 the Defendants' prior inappropriate taking of patient data and monitoring tools to prevent
6 further improper disclosures of patient records. And Epic incurred and continues to incur
7 costs to address and mitigate Defendants' conduct and to respond to customer concerns
8 and complaints raised by Epics healthcare provider customers.

9 197. Epic, OCHIN, Reid, Trinity and UMass Memorial Health have no adequate
10 remedy at law to address these abuses of the interoperability systems. Monetary damages
11 are insufficient. Equitable relief, in the form of a court-ordered injunction, is needed to
12 stop these Defendants from continuing to abuse the Carequality and TEFCA frameworks,
13 to order Defendants to destroy or return the sensitive patient records in Defendants'
14 possession or the possession of Defendants' agents and affiliates, and to prevent
15 Defendants, and Defendants' agents and affiliates, from any further misuse of those
16 patient records.

17 CAUSES OF ACTION

18 FIRST CAUSE OF ACTION

19 **FRAUD**

20 **(Against Health Gorilla and the RavillaMed Defendants)**

21 198. Plaintiffs repeat and reallege the preceding paragraphs hereof, as if fully set
22 forth herein.

23 199. On August 23, 2024, RavillaMed first appeared in the Carequality directory,
24 using another Implementer, Metriport. In connecting with Metriport, Defendants Ravilla
25 and Saidon met with Metriport together. Ravilla and Saidon asserted that Saidon was a
26 technologically savvy friend merely helping Ravilla to get connected to Carequality,
27 implying that Saidon was not involved in his capacity as LlamaLab's CEO and founder
28 or in an effort to further LlamaLab's and the other RavillaMed Defendants' commercial

1 interests in accessing patient records to sell to third parties, such as mass tort attorneys as
2 part of LlamaLab's business model. On information and belief, those statements were
3 knowingly false because RavillaMed's true purpose for accessing Carequality was to
4 obtain the patient records to further the commercial interests of the RavillaMed
5 Defendants by selling the patient records, including through LlamaLab, and Saidon was
6 involved to further LlamaLab's commercial interests in obtaining those patient records
7 through RavillaMed's access to the patient records by RavillaMed's connection to the
8 interoperability frameworks.

9 200. Metriport quickly grew suspicious of RavillaMed's purposes and removed
10 RavillaMed from Carequality that same month in August 2024, after RavillaMed had
11 accessed patient records of Epic's healthcare provider customers. That rapid entry and
12 exit from Carequality was a clear red flag to everyone in the Carequality framework about
13 RavillaMed, given the healthcare industry's growing experience with bad actors' abuses
14 of the interoperability frameworks as described above.

15 201. Health Gorilla onboarded RavillaMed to the Carequality and TEFCA
16 frameworks shortly thereafter in October 2024, ignoring the clear red flag of
17 RavillaMed's rapid entry and exit from Carequality through Metriport. Defendant Saidon
18 assisted RavillaMed in the onboarding process with Health Gorilla in a similar fashion to
19 the assistance Saidon provided RavillaMed with Metriport, all knowing that the true and
20 primary purpose for re-joining the interoperability frameworks was to monetize the
21 patient records for the RavillaMed Defendants' pecuniary gain.

22 202. From October 2024 through December 2025, using Health Gorilla's
23 provided connection to the Carequality and TEFCA frameworks, RavillaMed obtained
24 thousands of patient records of Epic's and OCHIN's healthcare provider customers, in
25 California and other states, including records obtained from Plaintiffs Reid, Trinity,
26 UMass Memorial Health, and others. RavillaMed obtained those patient records based
27 on the assertion that the patient records were all being sought for treatment purposes.
28

1 203. Those assertions were false because RavillaMed’s true purpose for seeking
2 those patient records was to further the RavillaMed Defendants’ commercial interests by
3 selling the patient records, either directly to undisclosed law firms and other third parties,
4 or to and through an intermediary such as Defendant LlamaLab.

5 204. RavillaMed knew that the treatment representations were false at the time
6 they were made for all patient records relating to persons who were not under
7 RavillaMed’s medical care and for which RavillaMed sought access to the patient records
8 for the RavillaMed Defendants’ own commercial purposes and the monetary gain of
9 RavillaMed and the rest of the RavillaMed Defendants, and not for the treatment purposes
10 that were asserted in connection with the patient records requests.

11 205. RavillaMed intended for Plaintiffs to rely on the false treatment-purpose
12 representations so that RavillaMed could obtain the patient records. RavillaMed knew
13 that RavillaMed could not obtain the patient records if RavillaMed misrepresented its true
14 purpose for seeking patient records, in violation of the requirements of Carequality,
15 TEFCA, and the law, including without limitation, HIPAA.

16 206. Defendant Ravilla was the authorized official for RavillaMed’s NPI.
17 Defendant Ravilla made or directed the above false statements on RavillaMed’s behalf as
18 RavillaMed’s authorized NPI, which Ravilla held out as evidence of treatment purposes.
19 As explained above, those statements were knowingly false with respect to all requests
20 for patient records relating to persons whom RavillaMed was not providing medical
21 treatment and requests for patient records that were sought for the true, but unstated,
22 purpose of financially benefitting the RavillaMed Defendants, who sought to sell the
23 patient records, either directly to undisclosed law firms and other third parties, or to and
24 through an intermediary such as Defendant LlamaLab.

25 207. Ravilla knew that the treatment representations were false at the time they
26 were made for all patient records relating to persons who were not under RavillaMed’s
27 medical care and for which Ravilla sought access to the patient records for his and the
28 RavillaMed Defendants’ own commercial purposes and the monetary gain of RavillaMed

1 and the rest of the RavillaMed Defendants, and not for the treatment purposes that were
2 asserted in connection with the patient records requests.

3 208. Ravilla intended for Plaintiffs to rely on the false treatment-purpose
4 representations and Ravilla's NPI so that RavillaMed could obtain the patient records.
5 Ravilla knew that neither he nor RavillaMed could obtain the patient records if he and
6 RavillaMed misrepresented their true purpose for seeking patient records, in violation of
7 the requirements of Carequality, TEFCA, and the law, including without limitation,
8 HIPAA.

9 209. In onboarding RavillaMed to the Carequality and TEFCA frameworks,
10 Health Gorilla falsely asserted that RavillaMed sought to join the frameworks for
11 legitimate treatment purposes. Further, despite the clear red flag presented by
12 RavillaMed's short tenure on Carequality through Metriport, Health Gorilla failed to
13 comply with its contractual obligations to ensure that RavillaMed was using the
14 frameworks only for legitimate permitted purposes. Disregarding the warning signs and
15 its duties to protect patient privacy, Health Gorilla failed to verify that RavillaMed was a
16 healthcare provider with a legitimate treatment purpose when onboarding RavillaMed and
17 failed to remove RavillaMed after Epic alerted Health Gorilla to RavillaMed's concerning
18 behavior. Health Gorilla also falsely represented that the massive spikes in RavillaMed's
19 August and October 2025 records requests were technical glitches causing repeat requests
20 for records of certain patients. Health Gorilla further falsely represented that RavillaMed
21 was using its AI tools to organize clinical data, identify care gaps, and provide prioritized
22 guidance – that is, for purported treatment purposes.

23 210. Health Gorilla knew the statements were false because Health Gorilla was
24 aware that it had failed to conduct adequate vetting of its connections, it was aware that
25 RavillaMed's activity demonstrated that RavillaMed was not accessing patient records
26 for treatment purposes, and Health Gorilla knew that healthcare provider customer audit
27 logs would demonstrate large spikes in unique patient records being taken by RavillaMed,
28 which suggests non-treatment purposes.

1 211. Health Gorilla intended for Plaintiffs to rely on these false representations to
2 ensure RavillaMed's continued connection to the Carequality and TEFCA frameworks to
3 ensure continued transaction volume and revenue to Health Gorilla.

4 212. In reliance on the foregoing false statements and omissions, healthcare
5 provider customers of Epic and OCHIN in California and other states, and Plaintiffs Reid,
6 Trinity and UMass Memorial Health, provided RavillaMed with patient records.

7 213. The false statements and omissions described above were material because
8 a reasonable person would attach importance to the representations that the request for
9 patient records was for treatment purposes in deciding whether to respond with patient
10 records. The misrepresentations and omissions were material to Plaintiffs.

11 214. Plaintiffs were reasonably justified in relying on these false statements and
12 omissions because, as a member of the Carequality Framework and TEFCA, RavillaMed
13 was bound by the CC Terms, applicable Carequality policies, TEFCA ToPs, and
14 applicable TEFCA SOPs that prohibit disclosure of patient records outside of a permitted
15 purpose. Similarly, Plaintiffs were reasonably justified in relying on these false
16 statements and omissions because, as a member of the Carequality and TEFCA
17 frameworks, Health Gorilla was bound by the CCA, applicable Carequality policies,
18 TEFCA Common Agreement, and applicable TEFCA SOPs.

19 215. Plaintiffs have been harmed as a direct consequence of the fraudulent
20 conduct of the RavillaMed Defendants and Health Gorilla. Plaintiffs Reid, Trinity, and
21 UMass Memorial Health have incurred operational expenses and been forced to expend
22 resources in the form of funds and employee time to investigate the breadth of the harm
23 and to address data integrity and privacy issues and have expended resources monitoring
24 and attempting to mitigate the harm caused by the RavillaMed Defendants and Health
25 Gorilla. Epic and OCHIN have been harmed in the same way, and they have also incurred
26 costs in connection with responding to fraudulent requests for records, suffered losses in
27 employee time and diversion of resources to investigate and address this fraud and the
28

1 complaints that have been raised by healthcare providers concerning the wrongdoing and
2 its effects on data integrity, privacy, and the interoperability frameworks as a whole.

3 216. Plaintiffs have no adequate legal remedy and need an immediate and
4 permanent injunction to stop Health Gorilla and the RavillaMed Defendants from
5 continuing to abuse the Carequality and TEFCA frameworks, order that Health Gorilla
6 and the RavillaMed Defendants return or destroy all patient records that were improperly
7 obtained from the Carequality and TEFCA frameworks, and enjoin Defendants from any
8 further improper dissemination, disclosure, or sale of any patient record that was
9 improperly obtained from the Carequality or TEFCA frameworks.

10 217. Plaintiffs seek this injunctive relief for themselves and the general public of
11 the State of California.

12 **SECOND CAUSE OF ACTION**

13 **FRAUD**

14 **(Against Health Gorilla and the Mammoth Defendants)**

15 218. Plaintiffs repeat and reallege the preceding paragraphs hereof, as if fully set
16 forth herein.

17 219. From July 2024 through October 2025, Mammoth (through Defendants
18 Mammoth Dx and Mammoth Path Solutions), using Health Gorilla's provided connection
19 to the Carequality and TEFCA frameworks, obtained thousands of patient records of
20 Epic's and OCHIN's healthcare provider customers, in California and other states,
21 including records obtained from Plaintiffs Reid, Trinity, UMass Memorial Health, and
22 others. Mammoth obtained those patient records based on the assertion that the patient
23 records were all being sought for treatment purposes.

24 220. Those assertions were false because Mammoth's true purpose for seeking
25 those patient records was to further the Mammoth Defendants' commercial interests by
26 selling the patient records, either directly to undisclosed law firms and other third parties,
27 or to and through an intermediary such as Defendant Mammoth Rx.

28

1 221. Mammoth knew that the treatment representations were false at the time they
2 were made for all patient records relating to persons who were not under Mammoth's
3 medical care and for which Mammoth sought access to the patient records for the
4 Mammoth Defendants' own commercial purposes and the monetary gain of Mammoth
5 and the rest of the Mammoth Defendants, and not for the treatment purposes that were
6 asserted in connection with the patient records requests.

7 222. Mammoth intended for Plaintiffs to rely on the false treatment-purpose
8 representations so that Mammoth could obtain the patient records. Mammoth knew that
9 Mammoth could not obtain the patient records if Mammoth misrepresented its true
10 purpose for seeking patient records, in violation of the requirements of Carequality,
11 TEFCA, and the law, including without limitation, HIPAA.

12 223. Defendant Hilton was the authorized official for multiple Mammoth-entity
13 NPIs. Defendant Hilton made or directed the above false statements on Mammoth's
14 behalf as Mammoth's authorized NPI, which Mammoth held out as evidence of treatment
15 purposes, acting in concert with Defendants Baker and Toovey, two closely connected
16 and leading members of the "Mammoth Family" of companies. As explained above,
17 those statements were knowingly false with respect to all requests for patient records
18 relating to persons whom Mammoth was not providing medical treatment and requests
19 for patient records that were sought for the true, but unstated, purpose of financially
20 benefitting the Mammoth Defendants, who sought to sell the patient records, either
21 directly to undisclosed law firms and other third parties, or to and through an intermediary
22 such as Defendant Mammoth Rx.

23 224. Hilton further falsely asserted that Mammoth was not connected to
24 Defendant Baker, when presented evidence of the close connection and the suspicions it
25 raised about Mammoth's true motivations. Meanwhile, Defendant Baker omitted that he
26 was deeply connected with Mammoth, including through his role as the co-founder and
27 CTO of Mammoth Rx. Defendant Toovey, the Chief Commercial and Strategy Officer
28 of Mammoth Rx similarly omitted Defendant Baker's connection to Mammoth. These

1 material misrepresentations and omissions are critical, because in October 2024,
2 Carequality banned any entity or entities owned or operated by Defendant Baker from the
3 Carequality framework for one year, with reinstatement permitted only if the Carequality
4 Steering Committee approved the reinstatement.

5 225. Hilton, Baker, and Toovey knew these assertions were false. They knew that
6 the treatment representations were false at the time they were made for all patient records
7 relating to persons who were not under Mammoth's medical care and for which Mammoth
8 sought access to the patient records for their and Mammoth's own commercial purposes
9 and the monetary gain of themselves and Mammoth, and not for the treatment purposes
10 that were asserted in connection with the patient records requests. And they knew that
11 Mammoth's connection with Baker should have disqualified Mammoth from the
12 Carequality framework entirely and that the same underlying logic would apply equally
13 to the TEFCA framework, in view of the serious patient privacy concerns.

14 226. Hilton, Baker, and Toovey intended for Plaintiffs to rely on the false
15 treatment-purpose representations, Hilton's NPI, and the misrepresentations and
16 omissions concerning Baker's connection to Mammoth so that Mammoth could obtain
17 the patient records. Hilton, Baker, and Toovey knew that neither they nor Mammoth
18 could obtain the patient records if they and Mammoth misrepresented their true purpose
19 for seeking patient records, in violation of the requirements of Carequality, TEFCA, and
20 the law, including without limitation, HIPAA. Hilton, Baker, and Toovey also knew that
21 they had to falsely represent and omit the fact that Baker was deeply connected with
22 Mammoth in order to obtain the patient records, in light of Baker's prior misconduct.

23 227. In onboarding Mammoth to the Carequality and TEFCA frameworks, Health
24 Gorilla falsely asserted that Mammoth sought to join the frameworks for legitimate
25 treatment purposes. Further, despite the clear connection between Mammoth and
26 Defendant Baker, Health Gorilla failed to comply with its contractual obligations to
27 ensure that Mammoth was using the frameworks only for legitimate permitted purposes.
28 Disregarding the warning signs and its duties to protect patient privacy, Health Gorilla

1 failed to verify that Mammoth was a healthcare provider with a legitimate treatment
2 purpose when onboarding Mammoth and failed to remove Mammoth after Epic alerted
3 Health Gorilla to Mammoth's concerning behavior, instead opting to defend Mammoth,
4 including by insisting that there was no connection between Defendants Baker and
5 Mammoth. Health Gorilla further falsely represented that Mammoth was using its AI
6 tools to organize clinical data, identify care gaps, and provide prioritized guidance – that
7 is, for purported treatment purposes.

8 228. Health Gorilla knew those statements were false because Health Gorilla was
9 aware that it had failed to conduct adequate vetting of its connections, it was aware that
10 Mammoth's activity and prior conducted demonstrated that Mammoth was not accessing
11 patient records for treatment purposes, and Health Gorilla knew that healthcare provider
12 customer audit logs would demonstrate large spikes in unique patient records being taken
13 by Mammoth, which suggests non-treatment purposes.

14 229. Health Gorilla intended for Plaintiffs to rely on these false representations to
15 ensure RavillaMed's continued connection to the Carequality and TEFCA frameworks to
16 ensure continued transaction volume and revenue to Health Gorilla.

17 230. In reliance on the foregoing false statements and omissions, healthcare
18 provider customers of Epic and OCHIN in California and other states, and Plaintiffs Reid,
19 Trinity and UMass Memorial Health, provided Mammoth with patient records.

20 231. The false statements and omissions described above were material because
21 a reasonable person would attach importance to the representations that the request for
22 patient records was for treatment purposes in deciding whether to respond with patient
23 records. The misrepresentations and omissions were material to Plaintiffs.

24 232. Plaintiffs were reasonably justified in relying on these false statements and
25 omissions because, as a member of the Carequality Framework and TEFCA, Mammoth
26 was bound by the CC Terms, applicable Carequality policies, TEFCA ToPs, and
27 applicable TEFCA SOPs that prohibit disclosure of patient records outside of a permitted
28 purpose. Similarly, Plaintiffs were reasonably justified in relying on these false

1 statements and omissions because, as a member of the Carequality and TEFCA
2 frameworks, Health Gorilla was bound by the CCA, applicable Carequality policies,
3 TEFCA Common Agreement, and applicable TEFCA SOPs.

4 233. Plaintiffs have been harmed as a direct consequence of the fraudulent
5 conduct of the Mammoth Defendants and Health Gorilla. Plaintiffs Reid, Trinity, and
6 UMass Memorial Health have incurred operational expenses and been forced to expend
7 resources in the form of funds and employee time to investigate the breadth of the harm
8 and to address data integrity and privacy issues and have expended resources monitoring
9 and attempting to mitigate the harm caused by the Mammoth Defendants and Health
10 Gorilla. Epic and OCHIN have been harmed in the same way, and they have also incurred
11 costs in connection with responding to fraudulent requests for records, suffered losses in
12 employee time and diversion of resources to investigate and address this fraud and the
13 complaints that have been raised by healthcare providers concerning the wrongdoing and
14 its effects on data integrity, privacy, and the interoperability frameworks as a whole.

15 234. Plaintiffs have no adequate legal remedy and need an immediate and
16 permanent injunction to stop Health Gorilla and the Mammoth Defendants from
17 continuing to abuse the Carequality and TEFCA frameworks, order that Health Gorilla
18 and the Mammoth Defendants return or destroy all patient records that were improperly
19 obtained from the Carequality and TEFCA frameworks, and enjoin Defendants from any
20 further improper dissemination, disclosure, or sale of any patient record that was
21 improperly obtained from the Carequality or TEFCA frameworks.

22 235. Plaintiffs seek this injunctive relief for themselves and the general public of
23 the State of California.

24 **THIRD CAUSE OF ACTION**

25 **FRAUD**

26 **(Against Health Gorilla and the Unit 387 Defendants)**

27 236. Plaintiffs repeat and reallege the preceding paragraphs hereof, as if fully set
28 forth herein.

1 237. From September 2022 through November 2025, Unit 387's customer
2 SelfRx, using Health Gorilla's provided connection to the Carequality framework,
3 obtained thousands of patient records of Epic's and OCHIN's healthcare provider
4 customers, in California and other states, including records obtained from Plaintiffs Reid,
5 Trinity, UMass Memorial Health, and others. From September 2024 through November
6 2025, Unit 387's customer GuardDog, using Health Gorilla's provided connection to the
7 Carequality framework, obtained thousands of patient records of Epic's and OCHIN's
8 healthcare provider customers, in California and other states, including records obtained
9 from Plaintiffs Reid, Trinity, UMass Memorial Health, and others. SelfRx and GuardDog
10 obtained those patient records based on the assertion that the patient records were all being
11 sought for treatment purposes.

12 238. Those assertions were false because SelfRx's and GuardDog's true purposes
13 for seeking those patient records was to further the Unit 387 Defendants' commercial
14 interests by selling the patient records, either directly to undisclosed law firms and other
15 third parties, or to and through an intermediary such as Defendant Hoppr.

16 239. SelfRx and GuardDog knew that the treatment representations were false at
17 the time they were made for all patient records relating to persons who were not under
18 SelfRx's or GuardDog's medical care and for which SelfRx or GuardDog sought access
19 to the patient records for the Unit 387 Defendants' own commercial purposes and the
20 monetary gain of SelfRx, GuardDog, and the rest of the Mammoth Defendants, and not
21 for the treatment purposes that were asserted in connection with the patient records
22 requests.

23 240. SelfRx and GuardDog intended for Plaintiffs to rely on the false treatment-
24 purpose representations so that SelfRx and GuardDog could obtain the patient records.
25 SelfRx and GuardDog knew that neither SelfRx nor GuardDog could obtain the patient
26 records if they misrepresented their true purpose for seeking patient records, in violation
27 of the requirements of Carequality, and the law, including without limitation, HIPAA.

28

1 241. Defendant Manak, the CEO of Unit 387 and founder of Hoppr, made or
2 directed the false statements or fraudulently omitted them when acting as the candidate
3 implementer to SelfRx and GuardDog and thereby granting SelfRx and GuardDog with
4 access to the Carequality framework through Health Gorilla. Manak also fraudulently
5 omitted her connection with Hoppr to other participants in Carequality outside the circle
6 of trust between the Unit 387 Defendants and Health Gorilla, and their respective affiliates
7 and confidantes, so that no one else was advised that Unit 387 was being operated by a
8 person with known ties to the mass tort industry and who actively owned and operated
9 Hoppr, which is in the business of selling patient records for litigation-related purposes
10 and not providing treatment. Hoppr, acting at the direction and control of Manak,
11 similarly omitted to inform Carequality or Plaintiffs of its connection or role in the Unit
12 387 Defendants' scheme.

13 242. Unit 387, SelfRx, GuardDog, and Manak intended for Plaintiffs to rely on
14 the false treatment-purpose representations, and the omissions concerning Manak and
15 Hoppr's connection so that SelfRx and GuardDog could obtain the patient records. The
16 Unit 387 Defendants knew that they could not obtain the patient records if they
17 misrepresented their true purpose for seeking patient records, in violation of the
18 requirements of Carequality and the law, including without limitation, HIPAA. The Unit
19 387 Defendants also knew that omitting the connection with Manak and Hoppr would
20 assist them in evading detection, given the healthcare industry's growing experience with
21 bad actors' abuses of the interoperability frameworks as described above.

22 243. In allowing Unit 387 to onboard SelfRx and GuardDog to the Carequality
23 framework, Health Gorilla falsely asserted that SelfRx and GuardDog sought to join the
24 framework for legitimate treatment purposes. Further, despite the clear red flag presented
25 by the deep connections between the Unit 387 Defendants and Manak, Health Gorilla
26 failed to comply with its contractual obligations to ensure that the Unit 387 Defendants
27 were using the frameworks only for legitimate permitted purposes. Disregarding the
28 warning signs and its duties to protect patient privacy, Health Gorilla failed to verify that

1 Unit 387 was only onboarding healthcare providers with legitimate treatment purposes
2 and failed to remove Unit 387's candidate implementer status and Unit 387's customers
3 SelfRx and GuardDog after Epic alerted Health Gorilla to Unit 387's concerning
4 behavior.

5 244. Health Gorilla knew the statements were false because Health Gorilla was
6 aware that it had failed to conduct adequate vetting of its connections, it was aware that
7 SelfRx's and GuardDog's activity demonstrated that they were not accessing patient
8 records for treatment purposes, and Health Gorilla knew that healthcare provider
9 customer audit logs would demonstrate large spikes in unique patient records being taken
10 by them, which suggests non-treatment purposes.

11 245. Health Gorilla intended for Plaintiffs to rely on these false representations to
12 ensure Unit 387's continued status as a candidate implementer and SelfRx's and
13 GuardDog's continued connection to the Carequality and framework to ensure continued
14 transaction volume and revenue to Health Gorilla.

15 246. In reliance on the foregoing false statements and omissions, healthcare
16 provider customers of Epic and OCHIN in California and other states, and Plaintiffs Reid,
17 Trinity and UMass Memorial Health, provided SelfRx and GuardDog with patient
18 records.

19 247. These false statements and omissions described above were material because
20 a reasonable person would attach importance to the representations that the request for
21 patient records was for treatment purposes in deciding whether to respond with patient
22 records. The misrepresentations and omissions were material to Plaintiffs.

23 248. Plaintiffs were reasonably justified in relying on these false statements and
24 omissions because, as a member of the Carequality Framework, Unit 387, SelfRx and
25 GuardDog were bound by the CC Terms, applicable Carequality policies that prohibit
26 disclosure of patient records outside of a permitted purpose. Similarly, Plaintiffs were
27 reasonably justified in relying on these false statements and omissions because, as a
28

1 member of the Carequality, Health Gorilla was bound by the CCA, applicable Carequality
2 policies.

3 249. Plaintiffs have been harmed as a direct consequence of the fraudulent
4 conduct of the Unit 387 Defendants and Health Gorilla. Plaintiffs Reid, Trinity, and
5 UMass Memorial Health have incurred operational expenses and been forced to expend
6 resources in the form of funds and employee time to investigate the breadth of the harm
7 and to address data integrity and privacy issues and have expended resources monitoring
8 and attempting to mitigate the harm caused by the Unit 387 Defendants and Health
9 Gorilla. Epic and OCHIN have been harmed in the same way, and they have also incurred
10 costs in connection with responding to fraudulent requests for records, suffered losses in
11 employee time and diversion of resources to investigate and address this fraud and the
12 complaints that have been raised by healthcare providers concerning the wrongdoing and
13 its effects on data integrity, privacy, and the interoperability frameworks as a whole.

14 250. Plaintiffs have no adequate legal remedy and need an immediate and
15 permanent injunction to stop Health Gorilla and the Unit 387 Defendants from continuing
16 to abuse the Carequality framework, order that Health Gorilla and the Unit 387
17 Defendants return or destroy all patient records that were improperly obtained from the
18 Carequality framework, enjoin Health Gorilla and the Unit 387 Defendants from any
19 further improper dissemination, disclosure, or sale of any patient record that was
20 improperly obtained from the Carequality framework, and prevent any future similar
21 abuse or misconduct relating to the TEFCA framework.

22 251. Plaintiffs seek this injunctive relief for themselves and the general public of
23 the State of California.

24 **FOURTH CAUSE OF ACTION**

25 **AIDING AND ABETTING FRAUD**

26 **(Against Health Gorilla, Ravilla, and Saidon)**

27 252. Plaintiffs repeat and reallege the preceding paragraphs hereof, as if fully set
28 forth herein.

1 253. As described above, the RavillaMed Defendants made false statements of
2 material fact and omitted material facts to induce Plaintiffs into facilitating access to
3 patient records, which they would not have done had they known the true purpose of the
4 requests. Plaintiffs justifiably relied on those representations and omissions to Plaintiffs'
5 detriment.

6 254. At all relevant times, Defendants Ravilla and Saidon knew that RavillaMed
7 was misstating its true purpose and that its treatment-purpose requests were false because
8 RavillaMed's true purposes for seeking those patient records was to further the
9 RavillaMed Defendants' commercial interests by selling the patient records, either
10 directly to undisclosed law firms and other third parties, or to and through an intermediary
11 such as Defendant LlamaLab.

12 255. Ravilla and Saidon provided substantial assistance to RavillaMed's fraud by
13 knowingly facilitating the false representations and omissions that were essential to the
14 scheme described herein by either making the false representations and omissions
15 themselves as described above or providing cover for the false representations and
16 omissions and enabling Ravilla to make the fraudulent requests despite knowing that the
17 patient records were not requested for treatment purposes – they were critically integral
18 to the success of RavillaMed's scheme.

19 256. At all relevant times, Health Gorilla knew that RavillaMed's treatment-
20 purpose representations were false, as Health Gorilla had the clear red flag of Metriport's
21 actions, the grave concerns raised by Epic about the RavillaMed Defendants, and the
22 healthcare provider customer audit logs bearing clear indicia of the rampant misconduct.

23 257. Health Gorilla has provided substantial assistance to the RavillaMed
24 Defendants' fraud by affirmatively representing that RavillaMed was providing
25 treatment, providing RavillaMed's connections to the Carequality and TEFCA
26 frameworks to make fraudulent requests patient records, and defending RavillaMed's
27 connections instead of removing RavillaMed from the Carequality and TEFCA
28 frameworks in the face of overwhelming evidence of misconduct.

1 258. Plaintiffs have been harmed as a direct consequence of this fraudulent
2 conduct. Plaintiffs Reid, Trinity, and UMass Memorial Health have incurred operational
3 expenses and been forced to expend resources in the form of funds and employee time to
4 investigate the breadth of the harm and to address data integrity and privacy issues and
5 have expended resources monitoring and attempting to mitigate the harm caused by
6 Defendants Health Gorilla, Ravilla and Saidon. Epic and OCHIN have been harmed in
7 the same way, and they have also incurred costs in connection with responding to
8 fraudulent requests for records, suffered losses in employee time and diversion of
9 resources to investigate and address this fraud and the complaints that have been raised
10 by healthcare providers concerning the wrongdoing and its effects on data integrity,
11 privacy, and the interoperability frameworks as a whole.

12 259. Plaintiffs have no adequate legal remedy and need an immediate and
13 permanent injunction to stop Defendants Health Gorilla, Ravilla and Saidon from
14 continuing to abuse the Carequality and TEFCA frameworks, order that Defendants
15 Health Gorilla, Ravilla and Saidon return or destroy all patient records that were
16 improperly obtained from the Carequality and TEFCA frameworks, and enjoin
17 Defendants Health Gorilla, Ravilla and Saidon from any further improper dissemination,
18 disclosure, or sale of any patient record that was improperly obtained from the Carequality
19 or TEFCA frameworks.

20 260. Plaintiffs seek this injunctive relief for themselves and the general public of
21 the State of California.

22 **FIFTH CAUSE OF ACTION**

23 **AIDING AND ABETTING FRAUD**

24 **(Against Health Gorilla, Hilton, Baker, and Toovey)**

25 261. Plaintiffs repeat and reallege the preceding paragraphs hereof, as if fully set
26 forth herein.

27 262. As described above, the Mammoth Defendants made false statements of
28 material fact and omitted material facts to induce Plaintiffs into facilitating access to

1 patient records, which they would not have done had they known the true purpose of the
2 requests. Plaintiffs justifiably relied on those representations and omissions to Plaintiffs'
3 detriment.

4 263. At all relevant times, Hilton, Baker, and Toovey knew that Mammoth was
5 misstating its true purpose and that its treatment-purpose requests were false because
6 Mammoth's true purposes for seeking those patient records was to further the Mammoth
7 Defendants' commercial interests by selling the patient records, either directly to
8 undisclosed law firms and other third parties, or to and through an intermediary such as
9 Defendant Mammoth Rx.

10 264. Hilton, Baker, and Toovey provided substantial assistance to Mammoth's
11 fraud by knowingly facilitating the false representations and omissions that were essential
12 to the scheme described herein by either making the false representations and omissions
13 themselves as described above or providing cover for the false representations and
14 omissions and enabling Mammoth to make the fraudulent requests despite knowing that
15 the patient records were not requested for treatment purposes – they were critically
16 integral to the success of Mammoth's scheme.

17 265. At all relevant times, Health Gorilla knew that Mammoth's treatment-
18 purpose representations were false, as Health Gorilla had the clear red flag of Defendant
19 Baker's involvement, the grave concerns raised by Epic about the Mammoth Defendants,
20 and the healthcare provider customer audit logs bearing clear indicia of the rampant
21 misconduct.

22 266. Health Gorilla has provided substantial assistance to the Mammoth
23 Defendants' fraud by affirmatively representing that Mammoth was providing treatment,
24 providing Mammoth's connections to the Carequality and TEFCA frameworks to make
25 fraudulent requests patient records, and defending Mammoth's connections instead of
26 removing Mammoth from the Carequality and TEFCA frameworks in the face of
27 overwhelming evidence of misconduct.

28

1 267. Plaintiffs have been harmed as a direct consequence of this fraudulent
2 conduct. Plaintiffs Reid, Trinity, and UMass Memorial Health have incurred operational
3 expenses and been forced to expend resources in the form of funds and employee time to
4 investigate the breadth of the harm and to address data integrity and privacy issues and
5 have expended resources monitoring and attempting to mitigate the harm caused by
6 Defendants Health Gorilla, Hilton, Baker, and Toovey. Epic and OCHIN have been
7 harmed in the same way, and they have also incurred costs in connection with responding
8 to fraudulent requests for records, suffered losses in employee time and diversion of
9 resources to investigate and address this fraud and the complaints that have been raised
10 by healthcare providers concerning the wrongdoing and its effects on data integrity,
11 privacy, and the interoperability frameworks as a whole.

12 268. Plaintiffs have no adequate legal remedy and need an immediate and
13 permanent injunction to stop Defendants Health Gorilla, Hilton, Baker, and Toovey from
14 continuing to abuse the Carequality framework, order that Defendants Health Gorilla,
15 Hilton, Baker, and Toovey return or destroy all patient records that were improperly
16 obtained from the Carequality frameworks, and enjoin Defendants Health Gorilla, Hilton,
17 Baker, and Toovey from any further improper dissemination, disclosure, or sale of any
18 patient record that was improperly obtained from the Carequality frameworks.

19 269. Plaintiffs seek this injunctive relief for themselves and the general public of
20 the State of California.

21 **SIXTH CAUSE OF ACTION**

22 **AIDING AND ABETTING FRAUD**

23 **(Against Health Gorilla and the Unit 387 Defendants)**

24 270. Plaintiffs repeat and reallege the preceding paragraphs hereof, as if fully set
25 forth herein.

26 271. As described above, the Unit 387 Defendants made false statements of
27 material fact and omitted material facts to induce Plaintiffs into facilitating access to
28 patient records, which they would not have done had they known the true purpose of the

1 requests. Plaintiffs justifiably relied on those representations and omissions to Plaintiffs'
2 detriment.

3 272. At all relevant times, Manak knew that Unit 387's customers SelfRx and
4 GuardDog were misstating their true purposes and that their treatment-purpose requests
5 were false with respect to certain patient records because SelfRx and GuardDog's true
6 purposes for seeking those patient records was to further the Unit 387 Defendants'
7 commercial interests by selling the patient records, either directly to undisclosed law
8 firms and other third parties, or to and through an intermediary such as Defendant Hoppr.

9 273. Manak provided substantial assistance to SelfRx's and GuardDog's fraud by
10 knowingly facilitating the false representations and omissions that were essential to the
11 scheme described herein by either making the false representations and omissions
12 themselves as described above or providing cover for the false representations and
13 omissions and enabling Unit 387 to make the fraudulent requests despite knowing that
14 the patient records were not requested for treatment purposes – they were critically
15 integral to the success of Unit 387's scheme.

16 274. At all relevant times, Health Gorilla knew that Unit 387's customers SelfRx
17 and GuardDog's treatment-purpose representations were false, as Health Gorilla had the
18 clear red flag of Manak's involvement, the grave concerns raised by Epic about the Unit
19 387 Defendants, and the healthcare provider customer audit logs bearing clear indicia of
20 the rampant misconduct.

21 275. Health Gorilla has provided substantial assistance to the Unit 387
22 Defendants' fraud by affirmatively representing that Unit 387's customers SelfRx and
23 GuardDog were providing treatment, providing these entities' connections to the TEFCA
24 framework to make fraudulent requests patient records, and failing to remove Unit 387,
25 SelfRx or GuardDog from the TEFCA framework in the face of overwhelming evidence
26 of misconduct.

27 276. Plaintiffs have been harmed as a direct consequence of this fraudulent
28 conduct. Plaintiffs Reid, Trinity, and UMass Memorial Health have incurred operational

1 expenses and been forced to expend resources in the form of funds and employee time to
2 investigate the breadth of the harm and to address data integrity and privacy issues and
3 have expended resources monitoring and attempting to mitigate the harm caused by
4 Defendants Health Gorilla and Manak. Epic and OCHIN have been harmed in the same
5 way, and they have also incurred costs in connection with responding to fraudulent
6 requests for records, suffered losses in employee time and diversion of resources to
7 investigate and address this fraud and the complaints that have been raised by healthcare
8 providers concerning the wrongdoing and its effects on data integrity, privacy, and the
9 interoperability frameworks as a whole.

10 277. Plaintiffs have no adequate legal remedy and need an immediate and
11 permanent injunction to stop Defendants Health Gorilla and Manak from continuing to
12 abuse the Carequality framework, order that Defendants Health Gorilla and Manak return
13 or destroy all patient records that were improperly obtained from the Carequality
14 framework, enjoin Defendants Health Gorilla and Manak from any further improper
15 dissemination, disclosure, or sale of any patient record that was improperly obtained from
16 the Carequality framework, and prevent any future similar abuse or misconduct relating
17 to the TEFCA framework.

18 278. Plaintiffs seek this injunctive relief for themselves and the general public of
19 the State of California.

20 **SEVENTH CAUSE OF ACTION**

21 **CALIFORNIA BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.**

22 **(Against All Defendants)**

23 279. Plaintiffs repeat and reallege the preceding paragraphs hereof, as if fully set
24 forth herein.

25 280. California Business & Professions Code Section 17200 prohibits unlawful
26 and fraudulent business acts or practices.

1 281. California Business & Professions Code Section 17204 provides a private
2 right of action to Plaintiffs because they have suffered an injury in fact and lost money or
3 property as a result of Defendants' conduct described herein.

4 282. Defendants engaged in unlawful and fraudulent business practices by
5 misrepresenting the purposes for which they sought patient records, thereby obtaining
6 records in California they were not authorized to access or disclose and otherwise
7 misusing those patient records for improper purposes, including by selling or offering for
8 sale those patient records.

9 283. The acts described above by Defendants constitute unlawful and fraudulent
10 acts and practices within the meaning of California Business and Professions Code
11 Section 17200 et seq. These acts are fraudulent and unlawful because they violated
12 multiple independent state and federal laws, including but not limited to the following:

- 13 a. 42 U.S.C. § 1320d-6, which prohibits persons from knowingly obtaining or
14 disclosing individually identifiable health information without
15 authorization, and which specifically addresses those acting under false
16 pretenses or with intent to sell, transfer, or use individually identifiable
17 health information for commercial advantage, personal gain, or malicious
18 harm;
- 19 b. 45 C.F.R. § 164.502(a), which provides that a covered entity or business
20 associate may not use or disclose PHI, except as permitted or required by
21 HIPAA (e.g., for treatment, payment, or healthcare operations purposes);
- 22 c. 45 C.F.R. § 164.508, which provides that a covered entity may not use or
23 disclose PHI without an authorization that is valid under this section, except
24 as permitted or required by the HIPAA Privacy Rule. This requirement
25 extends to business associates through their business associate agreements
26 (including by virtue of 45 C.F.R. § 164.504(e)(2)(ii)(H)) and 45 C.F.R. §
27 164.502(a)(3);
- 28 45 C.F.R. § 164.502(b), which requires covered entities and their business
associates to make "reasonable efforts" to limit their requests for or and uses
and disclosures of PHI to the "minimum necessary" amount needed for the
intended purpose, subject to exceptions not applicable here;
- d. 45 C.F.R. § 164.502(a)(3), which prohibits a business associate from using
or disclosing PHI in a manner that is neither permitted by its contract with
a covered entity nor required by law, and which specifies that a business
associate may not use or disclose PHI in a manner that would violate the
requirements of the HIPAA Privacy Rule if done by the covered entity;
- e. 45 C.F.R. § 164.514(h), which requires a covered entity to verify the
identity and authority of any person requesting PHI, prior to disclosing PHI
to such person, if the identity or authority of the requestor is not known,

1 subject to limited exceptions not applicable here. This requirement extends
2 to business associates through their business associate agreements
(including by virtue of 45 C.F.R. § 164.504(e)(2)(ii)(H)) and 45 C.F.R. §
3 164.502(a)(3); and

4 f. The Computer Fraud and Abuse Act, 18 U.S.C. § 1030, *see* Count 10.

5 284. Plaintiffs have been harmed as a direct consequence of the unlawful and
6 fraudulent conduct of the Defendants. Plaintiffs Reid, Trinity, and UMass Memorial
7 Health have incurred operational expenses and been forced to expend resources in the
8 form of funds and employee time to investigate the breadth of the harm and to address
9 data integrity and privacy issues and have expended resources monitoring and attempting
10 to mitigate the harm caused by the Defendants. Epic and OCHIN have been harmed in
11 the same way, and they have also incurred costs in connection with responding to
12 fraudulent requests for records, suffered losses in employee time and diversion of
13 resources to investigate and address this fraud and the complaints that have been raised
14 by healthcare providers concerning the wrongdoing and its effects on data integrity,
15 privacy, and the interoperability frameworks as a whole.

16 285. Plaintiffs have no adequate legal remedy and need an immediate and
17 permanent injunction to stop Defendants from continuing to abuse the Carequality and
18 TEFCA frameworks, order that Defendants return or destroy all patient records that were
19 improperly obtained from the Carequality and TEFCA frameworks, and enjoin
20 Defendants from any further improper dissemination, disclosure, or sale of any patient
21 record that was improperly obtained from the Carequality or TEFCA frameworks.

22 286. Plaintiffs seek this injunctive relief for themselves and the general public of
23 the State of California. *See* Cal. Bus. & Prof. Code § 17203.

24 ///

25 ///

26 ///

27 ///

28 ///

EIGHTH CAUSE OF ACTION

BREACH OF CONTRACT

(Against Health Gorilla)

1
2
3
4 287. Plaintiffs repeat and reallege the preceding paragraphs hereof, as if fully set
5 forth herein.

6 288. The elements of breach of contract are: (1) existence of a contract; (2)
7 performance by the plaintiff (or excuse for nonperformance); (3) defendant’s breach; and
8 (4) resulting damages to the plaintiff.

9 289. The CCA and the CC Terms for the Carequality framework are valid and
10 enforceable contracts. The Common Agreement and the ToPs governing participation in
11 the TEFCA framework are valid and enforceable contracts.

12 290. In California, “a contract, made expressly for the benefit of a third person,
13 may be enforced by him at any time before the parties thereto rescind it.” Cal. Civ. Code
14 § 1559. In Michigan, “any person for whose benefit a promise is made by way of contract,
15 as hereinafter defined, has the same right to enforce said promise that he would have had
16 if the said promise had been made directly to him as the promise.” Mich. Comp. Laws
17 Ann. § 600.1405. Similarly, the common law in Indiana, Massachusetts, and Oregon
18 recognizes the right of a third party to enforce a contract made expressly for its benefit.

19 291. Plaintiffs are express third-party beneficiaries of the CC Terms. Section 16.2
20 of the CC Terms expressly deems other Implementers and CCs (such as Plaintiffs) to be
21 third party beneficiaries for the purpose of enforcing compliance with the CC Terms.

22 292. Epic is an express third-party beneficiary of the CCA. Section 21.6 expressly
23 deems other Implementers (such as Epic) to be third party beneficiaries for the purposes
24 of enforcing acceptable use, compliance with the Implementation Guides and Carequality
25 Policies, as well as harm suffered by Implementer’s willful or reckless act or intentional
26 misconduct.

27 293. OCHIN, Reid, Trinity, and UMass Memorial Health are also third-party
28 beneficiaries of the CCA between Health Gorilla and Carequality. OCHIN, Reid, Trinity,

1 and UMass Memorial Health benefit from these agreements because, once it took effect,
2 records could be exchanged between Plaintiffs and Health Gorilla’s CCs. Facilitating this
3 type of exchange was a motivating purpose behind these contracts – indeed, it is the
4 primary function of the Carequality framework.

5 294. Health Gorilla breached Section 16.2 of the CCA by allowing RavillaMed,
6 Mammoth, Unit 387, SelfRx and GuardDog to use its platform to make fraudulent
7 requests for patient data. Section 16.2 of the CCA provides that:

- 8 a. “Carequality is providing Applicant with access to, and the right to use, the
9 Carequality Directory on the express condition that Applicant only use and
10 disclose information contained in the Carequality Directory as necessary to
11 advance the intended use of the Carequality Directory.”
12 b. “In no event shall Applicant use the information contained in the Carequality
13 Directory in a manner that would be reasonably expected to have a
14 detrimental effect on another Party, Implementer, Carequality Connection,
15 End User, or other individual or organization.”

16 295. Health Gorilla’s assistance to its CCs fraudulent requests also breached
17 Section 13 of the CCA, which provides that: “Applicant shall only engage in exchange
18 activities through the Carequality Elements for permitted purposes as defined in the
19 Implementation Guides.”

20 296. Plaintiffs are also third-party beneficiaries of the TEFCA Common
21 Agreement between Health Gorilla and the RCE, as well as the ToPs between Health
22 Gorilla and RavillaMed and Mammoth. Plaintiffs benefit from these agreements because,
23 once they took effect, records could be exchanged between Plaintiffs and Health Gorilla’s
24 Participants and Subparticipants. Facilitating this type of exchange was a motivating
25 purpose behind these contracts – indeed, it is the primary function of TEFCA.

26 297. Allowing Plaintiffs to pursue a breach of contract claim against Defendants
27 Health Gorilla, RavillaMed, and Mammoth aligns with the reasonable expectations of the
28 parties when entering the ToPs and the Common Agreement. Joining TEFCA means
joining a network of networks founded on principles of trust essential for the exchange of
highly sensitive information. The parties would have reasonably anticipated liability if

1 TEFCA were used to request patient records from another participant for an
2 impermissible purpose within the framework.

3 298. By allowing RavillaMed and Mammoth to use its platform to make
4 fraudulent requests for patient data, Health Gorilla breached several sections of the
5 Common Agreement, including:

- 6 a. Section 9.1: “[s]ignatory may only utilize Designated Network Services for
7 purposes of facilitating TEFCA Exchange. TEFCA Exchange may only be
8 utilized for an XP. [...] All TEFCA Exchange is governed by and must
9 comply with the Framework Agreements governing the QHINs, Participants,
10 and Subparticipants.”
- 11 b. Section 9.2: “[s]ignatory may Use TI in any manner that: (i) is not prohibited
12 by Applicable Law; (ii) is consistent with Signatory’s Privacy and Security
13 Notice, if applicable; and (iii) is in accordance with Sections 11 and 12 of
14 this Common Agreement, if applicable.”

15 299. Plaintiffs have been harmed as a direct consequence of Health Gorilla’s
16 breach of contract. Plaintiffs Reid, Trinity, and UMass Memorial Health have incurred
17 operational expenses and been forced to expend resources in the form of funds and
18 employee time to investigate the breadth of the harm and to address data integrity and
19 privacy issues and have expended resources monitoring and attempting to mitigate the
20 harm caused by the Defendants. Epic and OCHIN have been harmed in the same way,
21 and they have also incurred costs in connection with responding to fraudulent requests for
22 records, suffered losses in employee time and diversion of resources to investigate and
23 address this fraud and the complaints that have been raised by healthcare providers
24 concerning the wrongdoing and its effects on data integrity, privacy, and the
25 interoperability frameworks as a whole.

26 300. Plaintiffs have no adequate legal remedy and need an immediate and
27 permanent injunction to stop Defendants from continuing to abuse the Carequality and
28 TEFCA frameworks, order that Defendants return or destroy all patient records that were
improperly obtained from the Carequality and TEFCA frameworks, and enjoin
Defendants from any further improper dissemination, disclosure, or sale of any patient
record that was improperly obtained from the Carequality or TEFCA frameworks.

1 301. Plaintiffs seek this injunctive relief for themselves and the general public of
2 the State of California.

3 **NINTH CAUSE OF ACTION**

4 **BREACH OF CONTRACT**

5 **(Against RavillaMed, Mammoth, and Unit 387)**

6 302. Plaintiffs repeat and reallege the preceding paragraphs hereof, as if fully set
7 forth herein.

8 303. The elements of breach of contract are: (1) existence of a contract; (2)
9 performance by the plaintiff (or excuse for nonperformance); (3) defendant's breach; and
10 (4) resulting damages to the plaintiff.

11 304. The CCA and the CC Terms governing participation in the Carequality
12 framework are valid and enforceable contracts. The Common Agreement and the ToPs
13 governing participation in the TEFCA framework are valid and enforceable contracts.

14 305. In California, "a contract, made expressly for the benefit of a third person,
15 may be enforced by him at any time before the parties thereto rescind it." Cal. Civ. Code
16 § 1559. In Michigan, "any person for whose benefit a promise is made by way of contract,
17 as hereinafter defined, has the same right to enforce said promise that he would have had
18 if the said promise had been made directly to him as the promise." Mich. Comp. Laws
19 Ann. § 600.1405. Similarly, the common law in Indiana, Massachusetts, and Oregon
20 recognizes the right of a third party to enforce a contract made expressly for its benefit.

21 306. Plaintiffs are express third-party beneficiaries of the CC Terms. Section 16.2
22 of the CC Terms expressly deems other Implementers and CCs (such as Plaintiffs) to be
23 third party beneficiaries for the purpose of enforcing compliance with the CC Terms.

24 307. Epic is an express third-party beneficiary of the CCA. Section 21.6
25 expressly deems other Implementers (such as Epic) to be third party beneficiaries for the
26 purposes of enforcing acceptable use, compliance with the Implementation Guides and
27 Carequality Policies, as well as harm suffered by Implementer's willful or reckless act or
28 intentional misconduct.

1 308. OCHIN, Reid, Trinity, and UMass Memorial Health are also third-party
2 beneficiaries of the CCA between Health Gorilla and Carequality. OCHIN, Reid, Trinity,
3 and UMass Memorial Health benefit from these agreements because, once they took
4 effect, records could be exchanged between Plaintiffs and Health Gorilla’s CCs.
5 Facilitating this type of exchange was a motivating purpose behind these contracts –
6 indeed, it is the primary function of the Carequality framework.

7 309. By submitting fraudulent requests for patient data to conceal that the requests
8 were not made for a permitted purpose, RavillaMed, Mammoth, and Unit 387 breached
9 Section 5 of the CC Terms, which states: “For all Carequality Use Cases supported by
10 Organization, Organization shall comply with all components (unless such components
11 are designated as optional) set forth in the applicable Implementation Guide that apply to
12 (i) the Organization’s Carequality Use Case Role or (ii) all Carequality Connections.”

13 310. The fraudulent requests made by RavillaMed, Mammoth, and Unit 387 also
14 breached Section 12 of the CC Terms, which states:

- 15 a. “Organization shall only engage in exchange activities through the
16 Carequality Elements for permitted purposes as defined in the
17 Implementation Guides.”
18 b. “If Organization is not a Covered Entity or Governmental entity, then (i)
19 Organization may only use the interoperability available through Carequality
20 to transmit or receive information on behalf of its End Users and not on its
21 own behalf; and (ii) Organization will not re-use, re-disclose, aggregate, de-
22 identify or sell any information transacted by its End Users for its own
23 benefit unless its respective Carequality Connections or End Users have
24 given Organization the explicit written authority to do so.”

25 311. These sections mandate compliance with the applicable Implementation
26 Guide, which requires the CC to request data for treatment purposes only if it is actually
27 providing treatment as defined by HIPAA (*see* Sections 3.1 and 4.1). RavillaMed,
28 Mammoth, and Unit 387 violated these provisions by requesting patient records under the
guise of treatment purposes to conceal that the true reason for the request was not a
permitted purpose under the Implementation Guide.

312. Plaintiffs are also third-party beneficiaries of the TEFCA Common
Agreement between Health Gorilla and the RCE, as well as the ToPs between Health

1 Gorilla and RavillaMed and Mammoth. Plaintiffs benefit from these agreements because,
2 once they took effect, records could be exchanged between Plaintiffs and Health Gorilla’s
3 Participants and Subparticipants. Facilitating this type of exchange was a motivating
4 purpose behind these contracts – indeed, it is the primary function of TEFCA.

5 313. Allowing Plaintiffs to pursue a breach of contract claim against Defendants
6 Health Gorilla, RavillaMed, and Mammoth aligns with the reasonable expectations of the
7 parties when entering the ToPs and the Common Agreement. Joining TEFCA means
8 joining a network of networks founded on principles of trust essential for the exchange of
9 highly sensitive information. The parties would have reasonably anticipated liability if
10 TEFCA were used to request patient records from another participant for an
11 impermissible purpose within the framework.

12 314. For TEFCA, Section 7.4.1 of the Common Agreement provides that, to the
13 extent not prohibited by applicable law, the QHIN “shall be responsible for its acts and
14 omissions, and the acts or omissions of its Participants and their Subparticipants[...].”

15 315. By submitting fraudulent requests for patient data to conceal that the requests
16 were not made for a permitted purpose, RavillaMed, Mammoth, and Unit 387 breached
17 several provisions of the ToPs, including:

- 18 a. Section 5.1: “[y]ou may only utilize TEFCA Exchange for an XP [exchange
19 purpose][...]. All TEFCA Exchange is governed by and must comply with the
20 Framework Agreements [with respect to QHINs, the Common Agreement; and
with respect to a Participant or Subparticipant, the ToPs] governing the QHINs,
Participants, and Subparticipants engaging in the TEFCA Exchange.”
- 21 b. Section 5.2: “[y]ou may Use TI [TEFCA Information, meaning information
22 exchanged through TEFCA subject to some limitations] in any manner that: (i) is
23 not prohibited by Applicable Law; (ii) is consistent with Your Privacy and Security
Notice, if applicable; and (iii) is in accordance with Sections 7 and 8 of these ToP.”
- 24 c. Section 7.1, which provides that Participants who are Non-HIPAA Entities (i.e.,
25 that are not “Covered Entities” or “Business Associates” under HIPAA) shall
comply with the HIPAA Privacy Rule with respect to Individually Identifiable
Information that is Protected Health Information.
- 26 d. Section 9: “[Participant] shall comply with all Applicable Law and shall implement
27 and act in accordance with any provision required by the ToP, including all
applicable SOPs and provisions of the QTF, when engaging in or facilitating
28 TEFCA Exchange.”

- 1 e. Section 13.1: “[s]ignatory shall comply with all Applicable Law and shall
2 implement and act in accordance with any provision required by this Common
3 Agreement, including all applicable SOPs and provisions of the QTF, when
4 providing Designated Network Services or otherwise engaging in or facilitating
5 TEFCA Exchange.”
- 6 f. Section 13.2.2: “[s]ignatory shall be responsible for taking reasonable steps to
7 confirm that all of its Participants and Subparticipants are abiding by the ToP, all
8 applicable SOPs, and any decisions made pursuant to Section 16.3.”
- 9 g. Section 14.2: “The SOPs are incorporated by reference into this Common
10 Agreement, and Signatory shall comply with all SOPs that are applicable to it. In
11 the ToP, Participants and Subparticipants will agree to comply with all applicable
12 SOPs.”

13 316. Plaintiffs have been harmed as a direct consequence of RavillaMed’s,
14 Mammoth’s, and Unit 387’s breaches of contract. Plaintiffs Reid, Trinity, and UMass
15 Memorial Health have incurred operational expenses and been forced to expend resources
16 in the form of funds and employee time to investigate the breadth of the harm and to
17 address data integrity and privacy issues and have expended resources monitoring and
18 attempting to mitigate the harm caused by the Defendants. Epic and OCHIN have been
19 harmed in the same way, and they have also incurred costs in connection with responding
20 to fraudulent requests for records, suffered losses in employee time and diversion of
21 resources to investigate and address this fraud and the complaints that have been raised
22 by healthcare providers concerning the wrongdoing and its effects on data integrity,
23 privacy, and the interoperability frameworks as a whole.

24 317. Plaintiffs have no adequate legal remedy and need an immediate and
25 permanent injunction to stop Defendants from continuing to abuse the Carequality and
26 TEFCA frameworks, order that Defendants return or destroy all patient records that were
27 improperly obtained from the Carequality and TEFCA frameworks, and enjoin
28 Defendants from any further improper dissemination, disclosure, or sale of any patient
record that was improperly obtained from the Carequality or TEFCA frameworks.

318. Plaintiffs seek this injunctive relief for themselves and the general public of
the State of California.

TENTH CAUSE OF ACTION

COMPUTER FRAUD AND ABUSE ACT

(Against RavillaMed, Mammoth, SelfRx, GuardDog)

1
2
3
4 319. Plaintiffs repeat and reallege the preceding paragraphs hereof, as if fully set
5 forth herein.

6 320. The Computer Fraud and Abuse Act (“CFAA”) provides a private cause of
7 action to “any person who suffers damage or loss by reason of a violation of this section
8 [...] if the conduct involves 1 of the factors set forth in subclauses (I), (II), (III), (IV), or
9 (V) of subsection (c)(4)(A)(i).” 18 U.S.C. § 1030(g).

10 321. The conduct of RavillaMed, Mammoth, SelfRx, and GuardDog in this case
11 involves three of the aforementioned factors: (I) “loss to 1 or more persons during any 1-
12 year period ... aggregating at least \$5,000 in value”; (II) “the modification or impairment,
13 or potential modification or impairment, of the medical examination, diagnosis, treatment,
14 or care of 1 or more individuals”; and (IV) “a threat to public health or safety.” 18 U.S.C
15 § 1030(c)(4)(A)(i).

16 322. Specifically, RavillaMed, Mammoth, SelfRx, and GuardDog violated 18
17 U.S.C. § 1030(a)(4), which provides a cause of action against anyone who “knowingly
18 and with intent to defraud, accesses a protected computer without authorization, or
19 exceeds authorized access, and by means of such conduct furthers the intended fraud and
20 obtains anything of value, unless the object of the fraud and the thing obtained consists
21 only of the use of the computer and the value of such use is not more than \$5,000 in any
22 1-year period.”

23 323. RavillaMed, Mammoth, SelfRx, and GuardDog accessed protected
24 computers without authorization within the meaning of the CFAA. By fraudulently
25 obtaining access to the Carequality Framework and TEFCA based on false assertions of
26 “treatment”, RavillaMed, Mammoth, SelfRx, and GuardDog gained access to protected
27 computers used to store sensitive patient records.

1 324. As detailed above, RavillaMed, Mammoth, SelfRx, and GuardDog's actions
2 were conducted knowingly and with the intent to defraud. They knew that they would
3 not be able to access the patient records if they made their true purpose known, so they
4 specifically chose to lie by saying they were needed for treatment purposes.

5 325. Through their unlawful and fraudulent actions, RavillaMed, Mammoth,
6 SelfRx, and GuardDog gained access collectively to approximately hundreds of
7 thousands of protected patient records stored on protected computers.

8 326. By reason of the foregoing, Epic was forced to expend money in excess of
9 \$5,000 dollars over a one-year period to investigate and respond to the improper requests,
10 including the substantial costs associated with developing and implementing specialized
11 tools and monitoring systems to mitigate the unauthorized queries initiated by
12 RavillaMed, Mammoth, SelfRx, and GuardDog and considerable operational expenses
13 resulting from the need to allocate employee time and resources to investigate the breadth
14 of the defendants' misconduct, address customer complaints, and respond to heightened
15 concerns regarding data integrity and privacy.

16 327. The conduct of RavillaMed, Mammoth, SelfRx, and GuardDog described
17 herein poses a threat to public health and safety by undermining trust in two crucial
18 medical interoperability frameworks. Further, the conduct of RavillaMed, Mammoth,
19 SelfRx, and GuardDog has led to at least the potential modification or impairment, of the
20 medical examination, diagnosis, treatment, or care of 1 or more individuals.

21 328. Plaintiffs have been harmed as a direct consequence of RavillaMed's,
22 Mammoth's, SelfRx's and GuardDog's violations of the CFAA. Plaintiffs Reid, Trinity,
23 and UMass Memorial Health have incurred operational expenses and been forced to
24 expend resources in the form of funds and employee time to investigate the breadth of the
25 harm and to address data integrity and privacy issues and have expended resources
26 monitoring and attempting to mitigate the harm caused by the Defendants. Epic and
27 OCHIN have been harmed in the same way, and they have also incurred costs in
28 connection with responding to fraudulent requests for records, suffered losses in

1 employee time and diversion of resources to investigate and address this fraud and the
2 complaints that have been raised by healthcare providers concerning the wrongdoing and
3 its effects on data integrity, privacy, and the interoperability frameworks as a whole.

4 329. Plaintiffs have no adequate legal remedy and need an immediate and
5 permanent injunction to stop Defendants from continuing to abuse the Carequality and
6 TEFCA frameworks, order that Defendants return or destroy all patient records that were
7 improperly obtained from the Carequality and TEFCA frameworks, and enjoin
8 Defendants from any further improper dissemination, disclosure, or sale of any patient
9 record that was improperly obtained from the Carequality or TEFCA frameworks.

10 330. Plaintiffs seek this injunctive relief for themselves and the general public of
11 the State of California.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiffs respectfully request judgment as follows:

14 1) Enter an immediate temporary, preliminary, and permanent injunction
15 against Defendants as follows:

- 16 a. Direct Health Gorilla to immediately and permanently revoke
17 Defendants' access to the Carequality Framework and/or TEFCA, as well
18 as such access by any successor(s) to Defendants or any entity that they
19 own or control;
- 20 b. Compel Health Gorilla to notify the TEFCA RCE and Carequality of
21 Defendants' unlawful and fraudulent conduct;
- 22 c. Direct Defendants to immediately cease requesting records using the
23 TEFCA or the Carequality Framework;
- 24 d. Direct Defendants to delete and to discontinue any further use or
25 dissemination of any patient health information improperly obtained from
26 TEFCA or Carequality Framework;

27 2) Award against Defendants requiring the disgorgement of Defendants' ill-
28 gotten gains resulting from their fraudulent misconduct;

3) Award Plaintiffs their reasonable attorney fees and costs; and

4) Award any such other and further relief as the Court deems just and proper.

///

///

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury in this action on all issues so triable.

Dated: January 13, 2026

AKIN GUMP STRAUSS HAUER & FELD LLP

By: /s/ Marshall L. Baker
Marshall L. Baker
Lauren E. Huennekens

By: /s/ Anthony T. Pierce
Anthony T. Pierce*
Mark R. Herring*
Caroline L. Wolverton*
Pro Hac Vice App. Forthcoming

*Attorneys for Plaintiffs
Epic Systems Corporation, OCHIN, Inc.,
Reid Hospital & Health Care Services Inc.
Trinity Health Corporation, and UMass Memorial
Health Care, Inc.*

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28