

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION**

**P&G Keene Electrical Rebuilders, LLC  
an Illinois corporation, individually  
and on behalf of all others similarly  
situated,**

**Plaintiff,**

**v.**

**Blue Cross Blue Shield Association, an  
Illinois corporation, Health Care Service  
Corporation, a Mutual Legal Reserve  
Company and an Independent Licensee  
of the Blue Cross and Blue Shield Association,  
Blue Cross Blue Shield of Illinois, a  
division of Health Care Service Corporation  
and Dearborn Group, Inc., an Illinois  
corporation,**

**Defendants.**

2023CH10306

**JURY DEMANDED**

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

P&G Keene Electrical Rebuilders, LLC, an Illinois corporation (“P&G Keene” or “Plaintiff”), individually and on behalf of all others similarly situated, by its attorneys, PAUL A. CASTIGLIONE, KASIF KHOWAJA AND THE KHOWAJA LAW FIRM, LLC, JAMES X. BORMES, CATHERINE P. SONS and Law Office of James X. Bormes, P.C. and ELIZABETH M. AL-DAJANI and KERKONIAN DAJANI, LLP, for its Class Action Complaint against defendants Blue Cross Blue Shield Association, an Illinois corporation (“BCBSA”), Health Care Service Corporation, a Mutual Legal Reserve Company and an Independent Licensee of the Blue Cross and Blue Shield Association (“HCSC”), Blue Cross Blue Shield of Illinois, a division of Health Care Service

FILED DATE: 12/29/2023 10:43 AM 2023CH10306

Corporation and Dearborn Life Insurance Company, an Illinois corporation a/k/a Dearborn Group (“Dearborn”) (collectively “Defendants”), complains as follows:

### INTRODUCTION

1. P&G Keene, an Illinois corporation that does business in Cook County, Illinois, is in the business of electrical rebuilding. P&G Keene has paid for life insurance for their employees for many years. Life insurance was a fringe benefit that was part of the compensation package for these employees. In this regard, P&G Keene has had a contract<sup>1</sup> with Dearborn for the purpose of providing life insurance to P&G Keene employees.

2. P&G Keene annually paid the premiums for this life insurance from Dearborn and has paid full price.

3. In December 2022, a shareholder and chief financial officer of P&G Keene, discovered that while P&G Keene annually paid full price for the life insurance premiums for individuals over 65 and over 70, the beneficiaries of such individuals did not receive a full benefit upon their passing.

4. In fact, Dearborn reduces the value of the death benefit to 65% face value at age 65 and 50% face value at age 70, with no corresponding reduction of the premium.

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<sup>1</sup> Under Section 2-606 of the Illinois Code of Civil Procedure, 735 ILCS 5/2-606, “[i]f a claim or defense is founded upon a written instrument, a copy thereof, or of so much of the same as is relevant, must be attached to the pleading as an exhibit or recited therein . . .” P&G Keene does not have a copy of its contract with Dearborn. In discovery, P&G Keene intends to ask for a copy of this complaint and, upon receipt, will ask this Honorable Court for leave to file an amended complaint with a copy of this contract attached.

5. As the death benefit became 65% face value at age 65 and 50% face value at age 70, P&G Keene subsequently asked Dearborn for a refund going back to 2017 for any full insurance premiums that P&G Keene paid for individuals over 65 or over 70.

6. Dearborn declined to pay P&G Keene that refund. On behalf of Dearborn, Blue Cross Blue Shield of Illinois sent an e-mail to P&G Keene's insurance agent, Michael Faloona of the Faloona Agency, Inc., on February 7, 2023 stating: "we cannot refund overpayment backt (sic) to 2017. Based upon our guidelines we can give you a credit of one year of premium overpaid. You may take a credit going back 12 months when submitting your next payment."

7. In other words, Dearborn and Blue Cross Blue Shield of Illinois did not offer P&G Keene a refund for past overpayments of life insurance premiums. Instead, Dearborn and Blue Cross Blue Shield of Illinois offered only credit for one year on a *future* payment of a premium for a *future* year.

8. Because BCBS has refused to pay P&G Keene overpayments of premiums on life insurance that Dearborn annually sells to P&G Keene and others similarly situated, P&G Keene and those similarly situated have statutory and common law claims against BCBS and the other Defendants for overpayments of life insurance premiums.

### **PARTIES**

9. P&G Keene is an Illinois corporation that engages in all facets of electrical rebuilding. P&G Keene, a warehouse distributor and authorized service

center for all major brands, carries a complete line of new and factory remanufactured starters, alternators, generators and DC motors. P&G Keene rebuilds and remanufactures units in house at two locations and has its own rewinding facility for armatures, rotors and coils.

10. P&G Keene has requested refunds from Dearborn and BCBS for overpayments of life insurance premiums that P&G Keene paid from 2017 to 2022 for employees older than 65. To date, neither Dearborn nor BCBS has paid P&G Keene any such refunds.

11. Defendant Blue Cross Blue Shield Association is an association of independent, locally operated Blue Cross and Blue Shield companies, including Blue Cross Blue Shield of Illinois.

12. Defendant Health Care Service Corporation is a Mutual Legal Reserve Company and an Independent Licensee of the Blue Cross and Blue Shield Association.

13. Defendant Blue Cross Blue Shield of Illinois is a division of Health Care Service Corporation. Blue Cross and Blue Shield of Illinois is Illinois' only statewide, customer-owned health insurer. Blue Cross and Blue Shield of Illinois is also the largest provider of health benefits in Illinois, serving more than 8.9 million members in all 102 counties across the state.

14. Blue Cross Blue Shield of Illinois is the trade name of Dearborn Life Insurance Company, an independent licensee of the Blue Cross Blue Shield Association.

15. Defendant Dearborn Life Insurance Company a/k/a Dearborn Group is an Illinois corporation and is the ancillary subsidiary of Health Care Service Corporation.

16. Through the actions of Dearborn and Blue Cross Blue Shield of Illinois, Defendants have refused to refund P&G Keene for overpayments of life insurance premiums that P&G Keene has made to Dearborn from 2017 to the present for individuals over 65 years of age.

### **JURISDICTION AND VENUE**

17. This Court has jurisdiction pursuant to 735 ILCS 5/2-209 because Defendants transact business, including the transactions at issue in this complaint, within Cook County, Illinois. In addition, Defendants are Illinois corporations doing business in Illinois.

18. Venue is proper pursuant to 735 ILCS 5/2-201 because Defendants have their principal place of business in Cook County, Illinois and the events and transactions giving rise to the claims asserted herein occurred in Cook County, Illinois.

### **FACTUAL ALLEGATIONS**

#### *Facts Relevant to Plaintiff*

19. On or about December 5, 2022, P&G Keene learned that the death benefit for a 71 year old individual with a life insurance plan through United Health Care was reduced 50% because the insured was over 70 years of age. Prior to that date,

P&G Keene and the insured person were unaware that any life insurance carrier reduced the death benefit for any insured over 65.

20. Dearborn never informed P&G Keene, the insured person, or anyone else from P&G Keene that the death benefit for those with life insurance with Dearborn reduces to 65% once the insured turns 65 and further reduces to 50% once the insured turns 70.

21. P&G Keene had no knowledge of Dearborn's policy of reducing death benefits on life insurance to 65% once the insured turns 65 and to 50% once the insured turns 70. None of the Defendants ever disclosed that policy to P&G Keene.

22. On or about December 5, 2022, P&G Keene then called Mr. Faloona, P&G Keene's agent for its self-administered life insurance plan with Dearborn and Blue Cross Blue Shield of Illinois and asked whether Dearborn, like United Health Care, reduced the death benefit for individuals with life insurance who were over 65.

23. Mr. Faloona contacted Blue Cross Blue Shield of Illinois and learned that Dearborn did, in fact, reduce the death benefit on life insurance to 65% once the insured turned 65 and to 50% once the insured turned 70.

24. Thereafter, Mr. Faloona contacted P&G Keene and confirmed that Dearborn did reduce the death benefit on life insurance to 65% once the insured turned 65 and to 50% once the insured turned 70.

25. On December 5, 2022, P&G Keene contacted the eligibility and billing department for Blue Cross Blue Shield of Illinois and was told that Dearborn did

reduce the death benefit on life insurance to 65% once the insured turned 65 and to 50% once the insured turned 70.

26. If Dearborn intended to reduce the death benefit on life insurance to 65% once the insured turned 65 and to 50% once the insured turned 70, Defendants should have disclosed that. Furthermore, the premiums that P&G Keene owed and paid for life insurance for individuals over 65 should have been reduced proportionately (*i.e.*, P&G Keene should only have paid 65% of the full premium for life insurance for individuals between 65 and 59 and P&G Keene should only have paid 50% of the full premium for life insurance for individuals 70 and over 70).

27. On December 5, 2022, P&G Keene asked for Blue Cross Blue Shield of Illinois for a refund for overpayments of life insurance premiums.

28. On December 13, 2022, Blue Cross Blue Shield of Illinois sent Plaintiff an e-mail which stated:

Dear Valued Customer,

Thank you for your recent communication.  
We have reviewed your request however,  
policy states that we can only refund back one  
year.

If you have any questions, you may reach us  
via phone at (800) 367-6401.

29. Blue Cross Blue Shield of Illinois did not explain and has not subsequently explained the exact nature of the policy referenced in the December 13, 2022 e-mail from Blue Cross Blue Shield of Illinois to Plaintiff.

30. On February 7, 2023, Mr. Faloona sent an e-mail to Blue Cross Blue Shield of Illinois asking whether it could give a more detailed reason for declining to provide a refund of premium overpayments.

31. On February 7, 2023, Blue Cross Blue Shield of Illinois sent an e-mail to Mr. Faloona stating: “we cannot refund overpayment backt (sic) to 2017. Based upon our guidelines we can give you a credit of one year of premium overpaid. You may take a credit going back 12 months when submitting your next payment.”

*P&G Keene Involuntarily Made Overpayments  
For Life Insurance Premiums for Their Employees Over 65 and Over 70*

32. From 2017 through December 2022, P&G Keene did not know that Dearborn or Blue Cross Blue Shield of Illinois had a policy of reducing the death benefit on life insurance to 65% once the insured turned 65 and to 50% once the insured turned 70.

33. From 2017 through December 2022, none of the Defendants ever informed P&G Keene or its agents about this policy. Upon information and belief none of the Defendants have disclosed to any of its customers that Dearborn or Blue Cross Blue Shield of Illinois had a policy of reducing the death benefit on life insurance to 65% once the insured turned 65 and to 50% once the insured turned 70.

34. As a result, P&G Keene did not have knowledge of the fact that the proper premium for life insurance for those between the ages of 65 to 69 should have been 65% of the full price or that the proper premium for life insurance for those age 70 and older should have been 50% of the full price.



35. As a result, Plaintiff lacked knowledge of the facts upon which to protest the payment of full insurance premiums for those 65 and older and 70 and older at the time of payment from 2017 through 2022.

36. Because P&G Keene did not have knowledge of these underlying facts, its overpayments from 2017 through 2022 to Dearborn for life premiums for individuals 65 and older were involuntary.

### CLASS ACTION ALLEGATIONS

37. With respect to all counts, P&G Keene brings this action pursuant to 735 ILCS 5/2-801 on behalf of itself and those similarly situated individuals and entities defined as follows:

All individuals or entities during the applicable statutory period who paid insurance premiums to Dearborn or Blue Cross Blue Shield of Illinois or the other Defendants or their representatives or subsidiaries for persons 65 and older, where said individuals or entities paid the same price for insured under 65 or the other Defendants price for such insurance even though: (1) for individuals age 65 to 69, the death benefit for those policies was 65% of the full benefit for those under 65 and (2) for individuals 70 years of age and older, the death benefit for those policies was 50% of the full benefit for those under 65 (the "Class").

#### *Numerosity*

38. The members of the Class are so numerous that the joinder of all members is impracticable. The exact number and identity of the members of the Class can be determined from records that Defendants maintain.

#### *Commonality and Predominance*

39. Common questions of law and fact exist as to all members of the Class, including, but not limited to:

- A. Whether Dearborn and/ or Blue Cross Blue Shield of Illinois charges the full premium for all life insurance contracts for individuals age 65 and older;
  - B. Whether Dearborn and/ or Blue Cross Blue Shield of Illinois discloses to any of their customers who purchase life insurance that: (i) for insureds age 65 to 69, the death benefit for such policies is 65% of the full benefit in the contract and (ii) for insureds 70 years of age and older, the death benefit for those policies is 50% of the full benefit in the contract.
  - C. Whether Dearborn and/ or Blue Cross Blue Shield of Illinois has a policy of refusing to refund overpayments of overpaid life insurance premiums but instead offering to apply one year's overpayment as a credit to a future purchase.
  - D. Whether Dearborn and/ or Blue Cross Blue Shield of Illinois has unjustly retained overpaid life insurance premiums from members of the Class without any legal basis to do so.
  - E. Whether any of the other Defendants, or their representatives or subsidiaries, have unjustly retained overpaid life insurance premiums from members of the Class without any legal basis to do so.
40. Common questions of law and fact that exist as to members of the Class predominate over questions, if any, that affect solely individual members of the Class.

*Typicality*

41. P&G Keene 's claims are typical of the claims of the members of the Class. All claims are based on the same legal and factual issues, namely Defendants' unlawful retention of overpayments of life insurance premiums for individuals 65 years of age and older.

42. The same misconduct from Defendants caused P&G Keene and each member of the Class to suffer monetary damages.

*Adequacy of Representation*

43. P&G Keene will fairly and adequately protect the interests of the members of the Class. P&G Keene has retained competent counsel experienced in class action litigation in state and federal courts and P&G Keene has no interest adverse to any member of the Class. P&G Keene intends to prosecute this case vigorously on behalf of itself and members of the Class.

*Superiority*

44. A class action is an appropriate method for the fair and efficient adjudication of this controversy because it involves a uniform course of conduct equally applicable to P&G Keene and all members of the Class.

45. A class action, therefore, can best secure the economies of time, effort and expense and accomplish the other ends of justice and equity that this action seeks to obtain.

**COUNT I  
Declaratory Judgment**

46. P&G Keene re-alleges and incorporates by reference paragraphs 1 through 45 as paragraph 46 of Count I.

47. Pursuant to 735 ILCS 5/2-701(a), this Court may “make binding declarations of rights, having the force of final judgments . . . [including the] declaration of the rights of the parties interested.” Such a declaration of rights “may be obtained . . . as incidents to or part of a complaint . . . seeking other relief as well.” 735 ILCS 5/2-701(b).

48. P&G Keene has asked Dearborn and Blue Cross Blue Shield of Illinois to return overpayments for life insurance premiums that P&G Keene made from 2017 to 2022 for individuals over 65. P&G Keene paid full value on those premiums even though the correct price was 65% of full value to secure life insurance for individuals ages 66 through 69 and 50% of full value to secure life insurance for individuals 70 and older.

49. P&G Keene seeks a declaration that the refusal of Dearborn and Blue Cross Blue Shield of Illinois to refund such overpayments is unlawful under Illinois law.

50. P&G Keene has a personal claim which is capable of being affected and is entitled to the requested declaratory relief. As set forth above, this case presents an actual controversy that requires an immediate and definitive determination of the parties' rights.

**WHEREFORE**, P&G Keene respectfully requests that this Honorable Court:

- A. Find that this action satisfies the prerequisites for maintenance of a class action and certify the Class defined in paragraph 37;
- B. Designate P&G Keene as representative of the Class and its undersigned counsel as Class Counsel;
- C. Declare that Defendants' retention of overpayments of life insurance premiums where full price was paid for insurance and the insured at issue are 65 and older is unlawful under Illinois law;
- D. Award P&G Keene and members of the Class all equitable and monetary relief to be determined at trial, including refunds of overpaid insurance premiums as well as applicable interest; and
- E. Award such other and further relief as this Court deems just.

**COUNT II**  
**Breach of Contract for Payments Made From 2020 to 2022**

51. P&G Keene re-alleges and incorporates by reference paragraphs 1 through 45 and 48 through 50 as paragraph 51 of Count II.

52. Under Illinois law, the elements of breach of contract are: (1) the existence of a valid and enforceable contract; (2) performance by the plaintiff; (3) breach of contract by the defendant; and (4) resultant injury to the plaintiff.

53. P&G Keene's contract with Dearborn is a contract with an insurance provider. Under Section 13-214.4 of the Illinois Code of Civil Procedure, 735 ILCS 5/13-214.4, "*all* causes of action brought by *any* person or entity under *any* theory against an insurance producer shall be brought within two years of the date the cause of action accrues." *Indiana Insurance Co. v. Machon Machon, Inc.*, 324 Ill. App. 3d 300, 303 (1st Dist. 2001) (emphasis in the original).

54. P&G Keene entered into a contract with Dearborn to provide life insurance to P&G Keene employees.

55. P&G Keene performed its duties under the contract: it has annually paid life insurance premiums to Dearborn for the years at issue in this lawsuit.

56. Defendants have breached this contract by refusing to refund overpaid premiums that P&G Keene made in 2020, 2021 and 2022. Even though P&G Keene gave Blue Cross Blue Shield of Illinois all the identifying information needed to issue such refund, it did not do so.

57. P&G Keene has had resultant injury: the loss of overpaid premiums made in 2020, 2021 and 2022.

58. P&G Keene may assert a claim for breach of contract to recover overpayments of life premiums made to Defendants in 2020, 2021 and 2022.

**WHEREFORE**, P&G Keene respectfully requests that this Honorable Court:

- A. Find that this action satisfies the prerequisites for maintenance of a class action and certify the Class defined in paragraph 37;
- B. Designate P&G Keene as representative of the Class and its undersigned counsel as Class Counsel;
- C. Award P&G Keene and members of the Class damages to compensate them for the overpayment of insurance premiums for insureds age 65 and older plus applicable interest on such fees;
- D. Grant an award of reasonable attorneys' fees and all expenses and costs of this action; and
- E. Award such other and further relief as this Court deems just.

### COUNT III

#### **Unjust Enrichment for Payments Made From 2017 to 2022**

59. P&G Keene re-alleges and incorporates by reference paragraphs 2 through 38 and 39(D) through 45 as paragraph 59 of Count III.

60. Under Illinois law, the elements of unjust enrichment are: (1) an enrichment, (2) an impoverishment, (3) a relation between the enrichment and impoverishment, (4) the absence of justification and (5) the absence of a remedy provided by law.

61. Under Illinois, “[a] plaintiff is permitted to plead breach of contract claims in addition to unjust enrichment.” *Gagnon v. Schickel*, 2012 Ill. App. (1<sup>st</sup>) 120645, ¶25. A plaintiff may properly plead alternative theories of recovery despite their apparent inconsistency. *Id.*

62. Consequently, to the extent that P&G Keene cannot recover overpaid life insurance premiums on a breach of contract theory for the time period of 2020 to 2022, P&G Keene submits that it has an alternative legal theory of recovery for this time period: a common law claim for unjust enrichment.

63. With regard to the time period of 2017, 2018 and 2019, Defendants retained, without justification, the life insurance overpayments that P&G Keene made to Defendants.

64. As a result, Defendants have unjustly retained a benefit to the detriment of P&G Keene and members of the Class because it has retained funds to which Defendants are not entitled.

65. Defendants' retention of this benefit violates the fundamental principles of justice, equity and good conscience because P&G Keene and the members of the Class have a right to refunds where they overpaid insurance premiums for individuals age 65 and older.

**WHEREFORE**, P&G Keene respectfully requests that this Honorable Court:

- A. Find that this action satisfies the prerequisites for maintenance of a class action and certify the Class defined in paragraph 37;
- B. Designate P&G Keene as representative of the Class and its undersigned counsel as Class Counsel;
- C. Provide P&G Keene and members of the Class an equitable remedy under the theory of unjust enrichment;
- D. Award P&G Keene and members of the Class all equitable relief in an amount to be determined at trial;
- E. Award P&G Keene and members of the Class restitution of the overpaid insurance premiums that Defendants have retained plus applicable interest on such fees; and

F. Award such other and further relief as this Court deems just.

**COUNT IV**  
**Illinois Consumer Fraud Act**

66. P&G Keene re-alleges and incorporates by reference paragraphs 1 through 65 as paragraph 66 of Count IV.

67. The elements of a claim under Illinois' Consumer Fraud and Deceptive Business Practices Act are: (1) a deceptive act or practice by the defendant; (2) the defendant's intent that the plaintiff rely on the deception; (3) the occurrence of the deception in the course of conduct involving trade and commerce; and (4) actual damage to the plaintiff (5) proximately caused by the deception.

68. Section 505/10a(c) provides:

Except as provided in subsections (f), (g), and (h) of this Section, in any action brought by a person under this Section, the Court may grant injunctive relief where appropriate and may award, in addition to the relief provided in this Section, reasonable attorney's fees and costs to the prevailing party.

815 ILCS 505/10a(c).

69. Defendants should be: (1) enjoined from unlawfully retaining overpayments for insurance premiums which Defendants obtained by not disclosing either the diminution of the death benefit for insureds age 65 and older or the concomitant reduction for insurance premiums for insureds age 65 and older and (2) directed to issue refunds plus applicable interest to P&G Keene and the members of the Class.



70. P&G Keene and the members of the Class do not have an adequate remedy at law to prevent Defendants from continuing to refuse to issue refunds.

71. P&G Keene and the members of the Class have clearly ascertainable rights to refunds for overpaid life insurance premiums.

72. P&G Keene and the members of the Class are likely to succeed on the merits of this complaint.

73. The hardship to Defendants is slight in comparison to the harm that P&G Keene and members of the Class would sustain if Defendants continue to unlawfully withhold their refunds.

**WHEREFORE**, P&G Keene respectfully requests that this Honorable Court:

- A. Find that this action satisfies the prerequisites for maintenance of a class action and certify the Class defined in paragraph 37;
- B. Designate P&G Keene as representative of the Class and its undersigned counsel as Class Counsel;
- C. Temporarily, Preliminarily and Permanently enjoin Defendants from refusing to issue refunds to P&G Keene and members of the Class;
- D. Award P&G Keene and the Class attorney's fees and costs as allowed or required by law; and
- E. Award such other relief as the Court deems just.

**COUNT V**  
**Conversion**

74. P&G Keene re-alleges and incorporates by reference paragraphs 1 through 73 as paragraph 74 of Count V.

75. The four elements of the tort conversion are: (1) an unauthorized and wrongful assumption of control, dominion, or ownership by defendant over plaintiff's personalty; (2) plaintiff's right in the property; (3) plaintiff's right to the immediate possession of the property, absolutely and unconditionally; and (4) a demand for possession of the property.

76. From 2017 through 2022, P&G Keene has made overpayments of life insurance premiums for insureds age 65 and older.

77. Defendants have refused to give P&G Keene refunds for these overpayments.

78. In so doing, Defendants have assumed an unauthorized and wrongful assumption of control, dominion, or ownership over personalty that rightfully belongs to P&G Keene and the members of the Class.

79. P&G Keene and the members of the Class have a property right to this personalty.

80. P&G Keene and the members of the Class have a right to the immediate possession of this property, absolutely and unconditionally.

81. Defendants have retained this property, even though P&G Keene demanded possession of the property.

**WHEREFORE**, P&G Keene respectfully requests that this Honorable Court:

- A. Find that this action satisfies the prerequisites for maintenance of a class action and certify the classes defined in paragraph 37;
- B. Designate P&G Keene as representative of the Class and its undersigned counsel as Class Counsel;

- C. Award P&G Keene and members of the Class damages to compensate them for the overpayment of insurance premiums for insureds age 65 and older plus applicable interest on such fees; and
- D. Award such other and further relief as this Court deems just.

### JURY DEMAND

Plaintiff demands a trial by jury on all counts so triable.

Respectfully submitted,

P&G KEENE ELECTRICAL  
REBUILDERS, LLC,  
an Illinois corporation, individually  
and on behalf of all others similarly  
situated,

By: s/Paul A. Castiglione  
One of its attorneys

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This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Ill. Company Files Class Action Against Blue Cross Blue Shield, Others After Allegedly Overpaying for Life Insurance Premiums](#)

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