

	:	RETURN DATE: DECEMBER 2, 2025
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ADVANCED IMAGING SPECIALISTS, LLC,	:	SUPERIOR COURT
	:	
<i>Plaintiff,</i>	:	JUDICIAL DISTRICT OF DANBURY
	:	
v.	:	
	:	AT DANBURY
TRINITY HEALTH OF NEW ENGLAND CORPORATION, INC.,	:	
	:	
<i>Defendant.</i>	:	NOVEMBER 7, 2025

COMPLAINT

Plaintiff Advanced Imaging Specialists, LLC (“AIS”), by and through its attorneys, McCarter & English, LLP, hereby submits this Complaint against Defendant Trinity Health of New England Corporation, Inc. (“Trinity Health”), and alleges as follows:

PARTIES

1. AIS is a limited liability company organized under the laws of the State of Connecticut, with its principal place of business located at 2 Riverview Drive, Suite 104, Danbury, Connecticut 06810.

2. Trinity Health owns and operates general acute care hospitals in Connecticut including, Saint Francis Hospital and Medical Center located in Hartford, Connecticut (“Saint Francis”), Johnson Memorial Hospital, Inc. located in Stafford Springs, Connecticut (“Johnson Memorial”), and Mount Sinai Rehabilitation Hospital, Inc. located in Hartford, Connecticut (“Mount Sinai”).

BACKGROUND AND FACTS COMMON TO ALL COUNTS

3. AIS is a physician practice group providing professional radiology and interventional radiology services at Trinity Health facilities, including Saint Francis, Johnson Memorial, and Mount Sinai.

4. On or about January 2024, Trinity Health initiated discussions with AIS for AIS to replace its existing radiology and interventional radiology services provider at Saint Francis, Johnson Memorial, and Mount Sinai.

5. Thereafter, between January 2024 and February 2024, AIS and Trinity Health negotiated the terms of a professional services agreement whereby AIS would become the exclusive provider of radiology and interventional radiology services at Saint Francis, Johnson Memorial, and Mount Sinai.

6. As part of the negotiations, Trinity Health made the following representations concerning the operation of its facilities:

- a. Trinity Health would support its new provider of radiology services as the exclusive provider of such services at Saint Francis, Johnson Memorial, and Mount Sinai;
- b. Trinity Health had adequate facilities space, supplies, and equipment for AIS to perform the radiology services;
- c. Trinity Health had sufficient staff to support AIS providers in the provision of radiology services, including an adequate number of nurses, radiology technicians, and administrative support staff;
- d. Trinity Health had adequate and knowledgeable radiology management for the provision of patient care;
- e. Trinity Health had sufficient volume of patient services for physician provider groups to generate sustainable revenue;
- f. Trinity Health's figures for physician staffing requirements, including for fellowship-trained radiologists, were sufficient to provide radiology

services at a level one trauma and stroke center operating 24 hours a day, 7 days a week;

- g. Trinity Health complied with regulatory requirements, including from the Centers for Medicare & Medicaid Services (“CMS”) and its guidelines, as well as the American College of Radiology (“ACR”) guidelines;
- h. Trinity Health was paying the fair market value for overnight radiology services, including approximately \$200,000 per month to its existing provider.

7. In reliance on Trinity Health’s representations, AIS entered into a Professional Services Agreement with Trinity Health, dated March 1, 2024 (the “Agreement”). The term of the Agreement runs through September 30, 2029 unless terminated sooner based on the terms of the Agreement.

8. Under the terms of the Agreement, AIS agreed to become the exclusive provider of radiology and interventional radiology services for Saint Francis, Johnson Memorial, and Mount Sinai, including *inter alia*, provider staffing, administrative services, consultative and occupational health read services, teaching, and professional management and supervision of the Radiology Department at Saint Francis and Johnson Memorial (the “Radiology Services”).

9. AIS is responsible for maintaining coverage for a sufficient number of providers to perform the Radiology Services, and provide quality patient care 24 hours a day, 365 days a year, at Saint Francis, Johnson Memorial, and Mount Sinai.

10. Pursuant to the Agreement, at Paragraph 4.1, Trinity Health is required to work in good faith with AIS and its providers as part of an integrated health care delivery system regarding the provision of patient care services, establishment of appropriate patient care programs, and the delivery of health care services in the communities served by Trinity Health.

11. The Agreement further requires Trinity Health to provide AIS and its providers with such space, supplies, and equipment reasonably required to perform the Radiology Services under the Agreement.

12. Following the execution of the Agreement, AIS discovered that Trinity Health's Radiology Department was significantly mismanaged and that Trinity Health had made material misrepresentations to AIS regarding the operation of its facilities.

13. Among the material misrepresentations and/or omissions made by Trinity Health, AIS specifically discovered the following:

- a. Critical radiology equipment at Saint Francis was not available for the performance of the Radiology Services as the equipment did not exist, was in disrepair, or was at end of service life, including magnetic resonance imaging ("MRI") machines, ultrasound machines, interventional radiology equipment, PET scanner, and imaging equipment.
- b. Mammograms could not be performed or administered at Saint Francis after Trinity Health closed two mammogram/ultrasound procedure rooms for six months due to equipment failures, staffing shortages, and lack of management and/or supervision.
- c. Trinity Health underrepresented the number of radiologists required for cancer-detection breast imaging.
- d. Trinity Health's callback rate for cancer detection from screening mammograms was far below the national CMS guidelines.
- e. Trinity Health did not ensure adequate staffing of nurses, radiology technicians, or administrative support staff to assist with interventional radiology services.
- f. The number of fellowship-trained radiologists scheduled to provide services for Saint Francis and Johnson Memorial were significantly underrepresented and inadequate to serve the patient volume with high quality Radiology Services at a level one trauma and stroke center, 24 hours a day, 7 days a week.
- g. The AIS interventional radiology providers at Saint Francis were expected to provide call coverage for Saint Mary's Hospital's level-two trauma center, a Trinity Health Facility not covered by the Agreement.

- h. Trinity Health's overnight radiology services generates substantially less than the fair market value for those services, including significantly less than the previously represented \$200,000 per month.
- i. Trinity Health had a pre-existing exclusive arrangement with its prior radiology provider for all outpatient radiology imaging, which significantly limited AIS's ability to generate revenue.
- j. Trinity Health's radiology patient volume and relating revenue was not substantial enough to support a radiology practice group.

14. Upon discovering the issues in the Radiology Department at Trinity Health, AIS promptly and diligently communicated with Trinity Health's management to find a solution which would enable AIS to continue delivering high quality Radiology Services at Saint Francis, Johnson Memorial, and Mount Sinai.

15. The Agreement, at Paragraph 13.2, requires AIS and Trinity Health to attempt to settle any claim or controversy through negotiation in good faith, and timely escalation to the appropriate higher-level managers and executives.

16. AIS executives, including its Chief Executive Officer and physician leadership have communicated with Trinity Health's leadership as to the staffing shortages, lack of equipment, insufficient revenue generation, and other issues.

17. Through three amendments to the Agreement, AIS secured the extension and modification of certain monthly "support payments" from Trinity Health as partial compensation for the "shortfall" arising from AIS's revenue derived from interventional radiology services and its budgeted expenses. In providing such payments, Trinity Health recognized that AIS incurred significant losses as a result of Trinity Health's conduct in connection with the provision of interventional radiology services under the Agreement.

18. AIS has repeatedly proposed various solutions to resolve the issues including (i) resolution proposals from AIS physicians documenting SBARs (a healthcare communication for Situation, Background, Assessment, and Recommendation); (ii) proposals to implement ACR guidelines and standard-of-care services, including software to assist providers such as a virtual coronary CTA, a prostate MRI software, and Magview software to maintain accreditation by the National Accreditation Program for Breast Centers (“NAPBC”); (iii) revenue generating workflow modifications; and (iv) financial negotiations to support AIS’s ability to continue administering the Radiology Services under the Agreement.

19. Trinity Health has refused to engage in good faith negotiations, including failing to respond to AIS’s inquiries, failing to connect AIS with Trinity Health personnel with decision-making authority, and failing to cooperate in scheduling and attending negotiation meetings.

20. Despite AIS’s good faith efforts and despite Trinity Health’s continued acceptance of the Radiology Services rendered by AIS under the Agreement, Trinity Health has not addressed any of the issues raised by AIS.

21. As a result of Trinity Health’s material misrepresentations, and its failure to cure the issues with respect to its inadequate facilities, equipment, staffing, and mismanagement of the Radiology Department, AIS continues to incur losses at a rate of approximately \$400,000 per month for Radiology Services under the Agreement.

22. To date, AIS has outstanding sustained damages greater than \$3,200,000 as a result of Trinity Health’s conduct.

FIRST COUNT
(Breach of Contract)

23. AIS incorporates the allegations contained in Paragraphs 1–22 of this Complaint as if fully set forth herein.

24. AIS and Trinity Health entered into the Agreement which was supported by fair and adequate consideration and constitutes a valid and binding obligation between the parties.

25. AIS has performed its obligations under the Agreement by providing all Radiology Services that Trinity Health required and requested.

26. Trinity Health has requested, approved of, and accepted, the Radiology Services that AIS provided pursuant to the Agreement.

27. Trinity Health breached the Agreement through its conduct, including in the following manner:

- a. Failing to work in good faith with AIS and its providers as part of an integrated health care delivery system regarding the provision of patient care services, establishment of appropriate patient care programs, and the delivery of health care services in the communities served by Trinity Health.
- b. Failing to provide AIS and its providers with such space, supplies, and equipment reasonably required to perform the Radiology Services under the Agreement.
- c. Failing to negotiate disputed claims and controversies in good faith with AIS, including and failing to timely escalate the dispute to the appropriate higher-level managers and executives.

28. AIS has fully performed its contractual obligations to Trinity Health and satisfied all conditions precedent, if any, to AIS's right to recover under the Agreement.

29. As a direct and proximate result of Trinity Health's breach of the Agreement, AIS has been damaged.

SECOND COUNT
(Breach of the Implied Covenant of Good Faith and Fair Dealing)

30. AIS incorporates the allegations contained in Paragraphs 1–22 of this Complaint as if fully set forth herein.

31. Trinity Health breached its covenant of good faith and fair dealing by, *inter alia*, depriving AIS of the benefit of the bargain and undermining its ability to perform its contractual obligations under the Agreement by willfully ignoring AIS's good faith attempts to resolve the issues identified herein as well as AIS's proposed solutions for the same.

32. Upon information and belief, Trinity Health has further breached its implied covenant of good faith and fair dealing by failing to support AIS as its exclusive provider of Radiology Services under the Agreement.

33. Trinity Health's actions have been made in bad faith and have injured AIS by denying it the right to receive benefits it reasonably expected to receive under the Agreement.

34. Trinity Health's failure to act in good faith has frustrated the purpose of the Agreement and is making it impossible for AIS to perform under the Agreement.

35. As a direct and proximate result of Trinity Health's breach of the covenant of good faith and fair dealing, Trinity Health has been damaged.

THIRD COUNT
(Negligent Misrepresentation)

36. AIS incorporates the allegations contained in Paragraphs 1–22 of this Complaint as if fully set forth herein.

37. As set forth in Paragraphs 6 and 13 above, Trinity Health made material misrepresentations of fact regarding the operation of its facilities to AIS during the negotiation of the Agreement.

38. Trinity Health knew or should have known that such misrepresentations were false and/or misleading.

39. AIS reasonably relied on Trinity Health's misrepresentations in executing the Agreement as well as agreeing to provide Radiology Services at Saint Francis, Johnson Memorial, and Mount Sinai.

40. As a direct and proximate result of Trinity Health's misrepresentations, AIS has suffered pecuniary harm.

FOURTH COUNT
(Fraudulent Inducement)

41. AIS incorporates the allegations contained in Paragraphs 1–22 of this Complaint as if fully set forth herein.

42. As set forth in Paragraphs 6 and 13 above, Trinity Health made false representations of fact regarding the operation of its facilities to AIS during the negotiation of the Agreement.

43. Trinity Health knew that such representations were false and/or misleading.

44. Trinity Health made such false representations to induce AIS to enter into the Agreement and provide Radiology Services at Saint Francis, Johnson Memorial, and Mount Sinai.

45. AIS entered into the Agreement with Trinity Health based on Trinity Health's false representations.

46. As a direct and proximate result of Trinity Health's false representations, AIS has suffered pecuniary harm.

FIFTH COUNT
(Unjust Enrichment)

47. AIS incorporates the allegations contained in Paragraphs 1–22 of this Complaint as if fully set forth herein.

48. Trinity Health has accepted, approved of, and benefitted from, the Radiology Services provided by AIS, which drives Trinity Health's revenue and furthers its patient care.

49. Trinity Health has failed to reasonably compensate AIS for the Radiology Services and expenses and costs incurred by AIS in providing the such services, despite due demand therefore.

50. As a result, Trinity Health has been unjustly enriched.

51. It would be unjust and inequitable to allow Trinity Health to retain the benefit of the Radiology Services provided by AIS without compensating AIS for the reasonable value of those services.

52. Trinity Health's failure to reasonably compensate AIS for the Radiology Services is detrimental to AIS and, as a direct and proximate result of Trinity Health's unjust conduct, AIS has been damaged.

SIXTH COUNT
(Quantum Meruit)

53. AIS incorporates the allegations contained in Paragraphs 1–22 of this Complaint as if fully set forth herein.

54. AIS provided Radiology Services to Trinity Health pursuant to the Agreement.

55. Trinity Health has accepted, approved of, and benefitted from, the Radiology Services.

56. Trinity Health has failed to reasonably compensate AIS for the Radiology Services and expenses and costs incurred by AIS in providing the such services, despite due demand therefore.

57. It would be unjust and inequitable to allow Trinity Health to retain the benefit of the Radiology Services provided by AIS without compensating AIS for the reasonable value of those services.

58. As a direct and proximate result of Trinity Health's conduct and action, AIS has been damaged.

REQUEST FOR RELIEF

WHEREFORE, Plaintiff Advanced Imaging Specialists, LLC respectfully requests judgment against Trinity Health of New England Corporation, Inc., as follows:

1. Damages in an amount to be determined at trial;
2. Pre-judgment and post-judgment interest pursuant to the terms of the Agreement and Conn. Gen. Stat. § 37-3a;
3. Attorneys' fees and costs; and
4. Such other and further legal or equitable relief as the Court deems just and proper.

JURY TRIAL DEMANDED

Dated: November 7, 2025
Hartford, Connecticut

THE PLAINTIFF,

ADVANCED IMAGING
SPECIALISTS, LLC

By: /s/ Thomas J. Finn

Thomas J. Finn
tfinn@mccarter.com
Paula Cruz Cedillo
pcedillo@mccarter.com
Jessica D. Bowman
jbowman@mccarter.com
Snigdha Mamillapalli
smamillapalli@mccarter.com
MCCARTER & ENGLISH LLP
CityPlace I, 36th Floor
185 Asylum Street
Hartford, Connecticut 06103
Tel: 860.275.6700
Fax: 860.724.3397
Juris No.: 419091

ADVANCED IMAGING SPECIALISTS,
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Plaintiff,

v.

TRINITY HEALTH OF NEW ENGLAND
CORPORATION, INC.,

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:
: SUPERIOR COURT
:
: JUDICIAL DISTRICT OF
: DANBURY
:
:
: AT DANBURY
:
:
: NOVEMBER 7, 2025

STATEMENT OF AMOUNT IN DEMAND

Pursuant to Practice Book §10-20 and Conn. Gen. Stat. § 52-91, Plaintiff states that the amount in demand is \$15,000 or more, exclusive of interest and costs.

Dated: November 7, 2025
Hartford, Connecticut

THE PLAINTIFF,

ADVANCED IMAGING
SPECIALISTS, LLC

By: /s/ Thomas J. Finn
Thomas J. Finn
tfinn@mccarter.com
Paula Cruz Cedillo
pcedillo@mccarter.com
Jessica D. Bowman
jbowman@mccarter.com
Snigdha Mamillapalli
smamillapalli@mccarter.com
MCCARTER & ENGLISH LLP
CityPlace I, 36th Floor
185 Asylum Street
Hartford, Connecticut 06103
Tel: 860.275.6700
Fax: 860.724.3397
Juris No.: 419091