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STANLEY S.

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

STANLEY S.

Plaintiffs,

v.

AETNA LIFE INSURANCE  
COMPANY; PLAYWORKS  
EDUCATION ENERGIZED;  
PLAYWORKS WELFARE BENEFITS  
PLAN; and DOES 1 through 10,

Defendants.

Case No.

**PLAINTIFF STANLEY S.'S COMPLAINT  
FOR BREACH OF THE EMPLOYEE  
RETIREMENT INCOME SECURITY  
ACT OF 1974 (ERISA); BREACH OF  
FIDUCIARY DUTY; ENFORCEMENT  
AND CLARIFICATION OF RIGHTS;  
PREJUDGMENT AND POSTJUDGMENT  
INTEREST; AND ATTORNEYS' FEES  
AND COSTS**

Plaintiff, STANLEY S. herein sets forth the allegations of this Complaint against  
Defendants AETNA LIFE INSURANCE COMPANY; PLAYWORKS EDUCATION  
ENERGIZED; PLAYWORKS WELFARE BENEFITS PLAN ("the Plan") and DOES 1 through  
10.

**PRELIMINARY ALLEGATIONS**

**JURISDICTION**

1. Plaintiff brings this action for relief pursuant to Section 502(a)(1)(B) and (a)(3)  
of the Employee Retirement Income Security Act ("ERISA"), 29 U.S.C. Section 1132(a)(1)(B),

1 and (a)(3). This Court has subject matter jurisdiction over Plaintiff's claim pursuant to ERISA  
2 Section 502 (e), (f) and (g), 29 U.S.C. Section 1132 (e), (f), and (g) and 28 U.S.C. Section 1331  
3 as it involves a claim made by Plaintiff for employee benefits under an employee benefit plan  
4 regulated and governed under ERISA. Jurisdiction is predicated under these code sections as  
5 well as 28 U.S.C. Section 1331 as this action involves a federal question.

6 2. This action is brought for the purpose of recovering benefits under the terms of  
7 an employee benefit plan, and enforcing Plaintiff's rights under the terms of an employee  
8 benefit plan named as a Defendant.

9 3. Plaintiff seeks relief, including but not limited to: past mental health benefits in  
10 the correct amount related to Defendants' improper denial of Plaintiff's claim; prejudgment and  
11 post judgment interest; general and special damages; and attorneys' fees and costs; and any  
12 other form of equitable relief that may arise during the pendency of this action and that the  
13 Court may deem appropriate.

#### 14 **PARTIES**

15 4. Plaintiff is and at all times relevant was a resident of the State of California.

16 5. At all relevant times, STANLEY S. participated in an employee welfare benefit  
17 plan, PLAYWORKS WELFARE BENEFITS PLAN, ("the Plan") within the meaning of  
18 ERISA section 3(1), 29 U.S.C. § 1002(1), sponsored by his employer, Defendant  
19 PLAYWORKS EDUCATION ENERGIZED.

20 6. At all relevant times, AETNA LIFE INSURANCE COMPANY ("Aetna") was  
21 and is a corporation whose primary place of business is located in the State of California.

22 7. Mental Health claims under the Plan were at all relevant times administered by  
23 Aetna and/or its third-party designee.

24 8. A.D. is STANLEY S.'s child and a Plan beneficiary.

9. A.D. is a male-to-female transgender adolescent, hereinafter referred to by the pronouns she/her/hers.

10. At all relevant times, the Plan was an insurance plan that offered, *inter alia*, mental health benefits to employees and their beneficiaries, including Plaintiff. This action involves mental health claims denied by the Plan's claim administrator.

## FACTS

11. The Plan guarantees, warrants, and promises coverage for medically necessary health care services, care and treatment, including but not limited to: health care services, mental health care, and the treatment at issue herein.

12. At all relevant times A.D. was a beneficiary of the Plan, and the Plan was in full force and effect.

13. The Summary Plan Description defines Medically Necessary services as services as

Health care services that a **provider** exercising prudent clinical judgment, would provide to a patient for the purpose of preventing, evaluating, diagnosing or treating an **illness, injury**, disease or its symptoms, and that are:

- In accordance with generally accepted standards of medical practice
- Clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for the patient's **illness, injury** or disease
- Not primarily for the convenience of the patient, **physician**, or other health care **provider**
- Not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient's **illness, injury** or disease

14. The Plan contemplates treatment for participants and beneficiaries in a residential treatment center.

15. The Plan covers mental health expenses and services including “Inpatient room and board at the semi-private room rate, and other services and supplies related to your condition that are provided during your stay in a hospital, psychiatric hospital, or residential

1 16. California's Mental Health Parity Act, Health & Safety Code §1374.72, as well as the  
2 Federal Mental Health Parity and Addictions Equity Act of 2008 ("MHPAEA") specifically require that  
3 health care plans provide medically necessary diagnosis, care and treatment for the treatment of specified  
4 mental health illnesses at a level equal to the provision of benefits for physical illnesses.

5 17. A.D. was diagnosed with, *inter alia*, gender dysphoria, depression, anxiety, ADHD, eating  
6 disorder, and substance use.

7 18. At a young age, A.D. began displaying severe behavioral problems at home and  
8 at school.

9 19. In pre-school, A.D. was found being sexual with another peer in the bathroom  
10 and, on another occasion, was found smearing excrement on the bathroom wall.

11 20. In 6<sup>th</sup> grade, A.D. began eating compulsively and also questioning her gender  
12 identity. She began seeing a therapist who specializes in adolescents and gender identity.

13 21. A.D. eventually exhibited episodes of violence and manipulation, at one time  
14 punching her father in the face and then calling the police to report child abuse.

15 22. After it was reported to her parents that A.D. had suicidal ideations, she was  
16 admitted to Edgewood Center for Children and Families Crisis Stabilization Unit (CSU).

17 23. A.D. continued seeing her therapist, participated in dialectical behavioral therapy  
18 (DBT), and began seeing a psychiatrist, who prescribed her Zoloft.

19 24. Despite this ongoing treatment, A.D.'s mental health continued to deteriorate.  
20 Family members had to sleep with doors locked out of fear A.D. would become violent. A  
21 parent had to work from home every day so A.D. was supervised and remained safe.

22 25. A.D. made death threats to others at school.

23 26. A.D. was again placed in the CSU again after a box of chemicals was found in  
24 her backpack along with a note saying she wanted to kill everyone at her school.  
25  
26  
27  
28

1           27.     Following her CSU stay, A.D. was admitted to a partial hospitalization program  
2 at the Edgewood Center.

3           28.     The treatment at Edgewood lasted ten days. However, upon her return home  
4 each evening A.D. engaged in self-harm and made threats of violence to others.

5           29.     As a result of A.D.'s failed outpatient therapy, her ongoing suicidality and/or  
6 homicidal threats, and the ineffectiveness of A.D.'s medications, her treating mental health  
7 providers unanimously recommended that A.D. be treated at a residential treatment facility that  
8 offered 24/7 supervision and treatment. A.D. was then admitted to the Elevations Residential  
9 Treatment Center ("Elevations").

10           30.     At all times relevant, A.D.'s treatment at Elevations was medically necessary,  
11 based upon the reasoned medical opinions of A.D.'s mental health providers.

12           31.     Plaintiff filed claims for mental health benefits with Defendants for A.D.'s  
13 treatment at Elevations.

14           32.     Aetna and/or Aetna's contracted utilization review service provider initially  
15 approved Plaintiff's claims for treatment, for approximately six weeks.

16           33.     Aetna and/or Aetna's contracted utilization review service provider, however,  
17 then denied Plaintiff's claims for continued treatment at Elevations.

18           34.     Individuals, and particularly adolescents, who reach the point where prior  
19 outpatient modalities of therapy no longer work, and who require inpatient treatment at an  
20 inpatient, residential, facility, on average require treatment periods of between six months to  
21 eighteen months.

22           35.     The required treatment period at a residential treatment facility increases where,  
23 as herein, the patient suffers from multiple, co-morbid, mental health conditions.

24           36.     Plaintiff timely appealed Aetna's claim denials.

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