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STEVEN P.

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

STEVEN P.

Plaintiff,

v.

ANTHEM BLUE CROSS LIFE AND
HEALTH INSURANCE COMPANY;
AMN HEALTHCARE SERVICES, INC.,
and DOES 1 through 10,

Defendants.

Case No.

**PLAINTIFF STEVEN P.'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, STEVEN P. herein sets forth the allegations of this Complaint against
Defendants ANTHEM BLUE CROSS LIFE AND HEALTH INSURANCE COMPANY
("ANTHEM"); AMN HEALTHCARE SERVICES, INC.; and DOES 1 through 10.

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JURISDICTION

3. Plaintiff seeks relief, including but not limited to: past mental health benefits in the correct amount related to Defendant's improper denial of Plaintiff's claim; prejudgment and post judgment interest; general and special damages; and attorneys' fees and costs.

7. AMN was the Plan Administrator.

8. 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 claims administrator.

FACTS

9. The Plan guarantees, warrants, and promises "Mental Health Services" for members and their beneficiaries, including but not limited to: health care services, mental health care, and treatment at issue herein.

10. S.P. is STEVEN P.'s daughter, and was, at all relevant times, a beneficiary of the Plan.

11. At all relevant times, the Plan was in full force and effect.

12. The Plan guarantees, promises, and warrants benefits for medically necessary covered health care services.

13. The Plan defines "Medically Necessary" health care services as those that a Physician, exercising professional 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, and
- Not more costly than an alternative services, including no service or the same service in an alternative setting or sequence of services that is medically appropriate and is likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient's injury, disease, illness or condition. For example, the Plan will not provide coverage for an inpatient admission for surgery if the surgery could have been performed on an outpatient basis or an infusion or injection of a specialty drug provided in the outpatient department of a hospital if the drug could be provided in a Physician's office of the home setting.

14. The Plan guarantees coverage for inpatient and outpatient treatment of mental health conditions.

15. California's Mental Health Parity Act, Health & Safety Code §1374.72 and Insurance Code § 10144.5, as well as the Federal Mental Health Parity and Addictions Equity Act of 2008

1 (“MHPAEA”) specifically require that health care plans provide medically necessary diagnosis, care
2 and treatment for the treatment of specified mental health illnesses at a level equal to the provision of
3 benefits for physical illnesses.

4 16. S.P. has a long history of mental illness and emotional disturbance, beginning at a young
5 age.

6 17. Around sixth grade, S.P. was diagnosed with severe ADHD for which she was
7 prescribed medication. She began seeing a psychiatrist and a therapist.

8 18. Despite ongoing treatment, S.P.’s condition continued to worsen. In 2017, S.P.’s mom
9 found a note saying that S.P. planned to commit suicide. She was subsequently admitted to the
10 emergency department and then, to Sundance Behavioral Health Hospital, an inpatient treatment center,
11 for seven days.

12 19. When S.P. returned home, she continued outpatient treatment, but her condition
13 continued to worsen. She began cutting herself.

14 20. Eventually, S.P.’s suicidal ideation and threats escalated to the point that she was again
15 admitted to the emergency department, and from there, the children’s psychiatric unit at Children’s
16 Medical Center in Dallas.

17 21. After her discharge from Children’s Medical Center, S.P. participated in an intensive
18 DBT program. She participated in individual and group DBT counseling and received individual
19 therapy several times a week. She continued taking psychiatric medication.

20 22. Despite ongoing treatment, S.P.’s self-harm behavior continued to escalate. She would
21 bang her head against walls and floors and punch herself. S.P.’s destructive behavior escalated to the
22 point that she once again was admitted to the emergency department and then to the children’s
23 psychiatric unit at Children’s Medical Center.

24 23. Again, after her discharge S.P. resumed outpatient treatments. Again, her condition
25 deteriorated to the point that she was unmanageable at home.

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A. Anthem's Wrongful Denials of S.P.'s Treatment at New Vision Wilderness

24. As a result of S.P.'s escalating dangerous behavior and the repeated failure of every other treatment modality, S.P. was admitted to New Vision Wilderness ("New Vision"), an outdoor behavioral health program.

25. At all times relevant, S.P.'s treatment at New Vision was medically necessary, based upon the reasoned medical opinions of her treaters.

26. At all times relevant, S.P.'s treatment at New Vision was a covered benefit under the Plan.

27. Plaintiff filed claims for mental health benefits pursuant to the terms of the Plan for S.P.'s treatment at New Vision.

28. Anthem denied Plaintiff's claims for S.P.'s treatment at New Vision.

29. Plaintiff timely appealed Anthem's denials of S.P.'s claims for treatment at New Vision.

30. Anthem denied Plaintiff's appeals.

31. As a result, Plaintiff was forced to pay for S.P.'s care and treatment at New Vision from his own personal funds.

32. Plaintiff has exhausted all administrative remedies regarding the denial of S.P.'s mental health benefits for her treatment at New Vision.

B. Anthem's Wrongful Denials of S.P.'s Treatment at ViewPoint Center, LLC

33. Following S.P.'s treatment at New Vision, at the recommendation of her treatment providers, she was admitted to Summit Achievement of Stow, a residential treatment center in Maine. From there, S.P. returned home briefly.

34. While home, S.P. got into an explosive argument with her family which led to the police being called. Shortly thereafter, S.P. attended a private boarding school.

35. While at the boarding school, S.P.'s condition deteriorated. She threatened suicide. The school kept S.P. sequestered and could not provide the level of care S.P. needed.

36. At the recommendation of her treatment providers, S.P. was admitted to Sedona Sky Academy ("Sedona Sky"), a residential treatment center.

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