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JANE DOE

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

11 JANE DOE,

12 Plaintiff,

14 vs.

15 APPLE INC. HEALTH AND WELFARE  
16 BENEFIT PLAN,

17 Defendant.

Case No.

**COMPLAINT FOR:  
BREACH OF THE EMPLOYEE  
RETIREMENT INCOME SECURITY  
ACT OF 1974; ENFORCEMENT AND  
CLARIFICATION OF RIGHTS;  
PREJUDGMENT AND  
POSTJUDGMENT INTEREST;  
PENALTIES; AND ATTORNEYS' FEES  
AND COSTS**

19  
20 Plaintiff JANE DOE herein sets forth the allegations of her Complaint against Defendant  
21 APPLE INC. HEALTH AND WELFARE BENEFIT PLAN.

22  
23 **PRELIMINARY ALLEGATIONS**

24 1. Jurisdiction: This action is brought under 29 U.S.C. §§ 1132(a), (e), (f) and (g) of the  
25 Employee Retirement Income Security Act of 1974 (hereinafter "ERISA") as it involves a claim by  
26 Plaintiff for employee benefits under an employee benefit plan regulated and governed under ERISA.  
27 Jurisdiction is predicated under these code sections as well as 28 U.S.C. § 1331 as this action  
28

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1 involves a federal question. This action is brought for the purpose of obtaining benefits under the  
2 terms of an employee benefit plan and enforcing Plaintiff’s rights under the terms of an employee  
3 benefit plan. Plaintiff seeks relief, including but not limited to: payment of benefits, prejudgment and  
4 post-judgment interest, and attorneys’ fees and costs.

5 2. Plaintiff JANE DOE is a resident of San Jose, California and at all times relevant was  
6 a resident in Santa Clara County, California. Therefore, venue is proper in this judicial district  
7 pursuant to 29 U.S.C. § 1132(e)(2).

8 3. At the time of the events described below Plaintiff was a minor.

9 4. Furthermore, the evidence to be presented in this matter contains highly sensitive  
10 personal information related to Plaintiff’s mental health. The evidence includes treatment notes and  
11 other records documenting Plaintiff’s medical and personal history, and describes the nature of  
12 Plaintiff’s complex and fragile mental health.

13 5. For these reasons, and pursuant to Federal Rule of Civil Procedure 5.2, Plaintiff is  
14 proceeding under a pseudonym.

15 6. Plaintiff was at all relevant times a beneficiary under Defendant APPLE INC.  
16 HEALTH AND WELFARE BENEFIT PLAN (the “Plan”), an employee group health benefit plan  
17 pursuant to which Plaintiff was entitled to health benefits.

18 7. The Plan has its principal place of business in Cupertino, California, is authorized to  
19 transact and is transacting business in this judicial district, the Northern District of California, and  
20 can be found in the Northern District of California.

21  
22 **FIRST CLAIM FOR RELIEF**

23 **FOR DENIAL OF PLAN BENEFITS UNDER ERISA**

24 8. Plaintiff incorporates by reference the foregoing paragraphs as though fully set forth  
25 herein.

26 9. On January 26, 2020, Plaintiff was involuntarily admitted on a psychiatric hold  
27 following a suicide attempt.  
28

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1           10. While Plaintiff was hospitalized, her father began researching residential treatment  
2 centers (“RTCs”) that would be appropriate to treat Plaintiff’s conditions after her course of  
3 inpatient treatment was completed.

4           11. On February 12, 2020, Plaintiff’s father asked the Plan’s claim administrator,  
5 United Behavioral Health (“UBH”) for coverage information regarding Avalon Hills Adolescent  
6 Treatment Facility (“Avalon Hills”). UBH told Plaintiff’s father that it was “unable to auth to that  
7 facility.”

8           12. On February 19, 2020, UBH informed Plaintiff’s father about three residential  
9 treatment providers, none of which had the highly specialized treatment components that Avalon  
10 Hills offered and were specifically needed to treat Plaintiff’s condition.

11           13. Also on February 19, 2020, Avalon Hills called UBH regarding Plaintiff’s  
12 coverage. UBH stated, “Inbound call from Facility regarding M[ental]H[ealth]...Calling  
13 regarding: Authorization for RTC.... This diagnosis is in scope for QuickCert, except when  
14 treatment is I[n]tensive O[ut]P[atient]. Auth request did not qualify for Admin QuickCert process  
15 due to 3 or more admits. Verified the following INN Providers: Avalon Hills Adolescent  
16 Treatment Facility.”

17           14. Later on February 19, 2020, another UBH representative documented the  
18 following: “Unavailable facility: Authorization unavailable for RTC and PHP L[evel]O[f]C[are]  
19 due to Service Component Not Consistent with LOC Guidelines; Clinical Denial – Send For Peer  
20 Review; medical oversight[.]”

21           15. Avalon Hills initially requested a peer-to-peer review of UBH’s decision. However,  
22 upon realizing that UBH had denied the authorization of benefits on a non-clinical basis, Avalon  
23 Hills rescinded its request for a peer-to-peer review, and requested a denial letter so that Plaintiff’s  
24 family could appeal.

25           16. Initially, UBH refused to provide a denial letter, claiming that Avalon Hills had  
26 rescinded its request for coverage: “advised that since facility chose not to do the review but rather  
27 rescinded their request a denial letter will not be issued or sent since we didn’t yet deny anything.”  
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1 17. On March 4, 2020, Avalon Hills called UBH and provided updated clinical  
2 information in order for UBH to conduct a peer review.

3 18. On March 6, 2020, UBH's peer reviewer Dr. Joan Odom participated in a  
4 telephonic peer-to-peer review with representatives from Avalon Hills.

5 19. At the end of the review, Dr. Odom concluded that Plaintiff did indeed need  
6 continued treatment at the residential level.

7 20. However, Dr. Odom stated, "it is my determination that the requested service does  
8 not meet the CASII Recommendations required to be followed in the member's behavioral health  
9 plan benefits. Specifically, authorization is unavailable for RTC and PHP LOCs at this facility due  
10 to Service Components Not Consistent with LOC Guidelines."

11 21. On March 9, 2020, UBH issued a written denial letter written by Dr. Odom.

12 22. In her letter, Dr. Odom stated, "it is my determination that no further authorization  
13 can be provided from 03/04/2020 forward...the current facility does not have service components  
14 that meet Optum's requirements for CASII Level 5: Medically Monitored Residential Services."

15 23. In her letter, Dr. Odom did not offer an explanation as to how Avalon Hills did not  
16 meet required "service components for residential treatment."

17 24. Plaintiff appealed this decision on September 3, 2020.

18 25. UBH denied Plaintiff's appeal in a letter dated October 2, 2020.

19 26. The rationale for UBH's denial in its October 2, 2020 letter was: "Optum practice  
20 management had determined that Avalon Hills Adolescent Treatment Facility did not meet clinical  
21 service guidelines for this level of care. The facility has been designated as not available for  
22 authorization. Further questions regarding this status can be directed to Optum Practice  
23 Management. Your treatment could've been provided at alternate residential programs that was  
24 meeting our guidelines for CASII Service Level 5: Medically Monitored Residential Service  
25 (residential treatment)...Please discuss your treatment with your provider."

26 27. Plaintiff submitted a second-level appeal of this decision on August 6, 2021.

27 28. To date, UBH has not rendered a decision on Plaintiff's second-level appeal, in  
28 violation of ERISA claim regulations.

1           29.     Because Defendant did not approve her claim for benefits, Plaintiff has incurred the  
2 cost of her medical treatment at Avalon Hills.

3           30.     Defendant wrongfully denied Plaintiff's request for authorization and coverage of her  
4 treatment at Avalon Hills in the following respects, among others:

- 5                   (a)     Failure to authorize and pay for medical services rendered to Plaintiff as  
6                             required by the Plan at a time when Defendant and its claim administrators  
7                             knew Plaintiff was entitled to such benefits under the terms of the Plan;  
8                   (b)     Failure to provide reasonable explanations of the bases relied on under the  
9                             terms of the Plan, in relation to the applicable facts and plan provisions, for  
10                            the denial of Plaintiff's request for authorization and coverage of her  
11                            treatment at Avalon Hills;  
12                   (c)     After Plaintiff's requests were denied in whole or in part, failure to  
13                            adequately describe to Plaintiff any additional material or information  
14                            necessary to perfect her request along with an explanation of why such  
15                            material is or was necessary;  
16                   (d)     Failure to properly and adequately investigate the merits of Plaintiff's  
17                            request; and  
18                   (e)     Failure to provide Plaintiff with a full and fair review pursuant to 29  
19                            C.F.R. § 2560.503-1(g)-(j).

20           31.     Plaintiff is informed and believes and thereon alleges that Defendant wrongfully  
21 denied Plaintiff's claims for medical benefits by other acts or omissions of which Plaintiff is  
22 presently unaware, but which may be discovered in this future litigation and of which Plaintiff will  
23 immediately make Defendant aware once said acts or omissions are discovered by Plaintiff.

24           32.     Following the denial of the request under the Plan, Plaintiff exhausted all  
25 administrative remedies required under ERISA, and performed all duties and obligations on her part  
26 to be performed.  
27  
28

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