

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

CANDACE MERCER	:
2771 Ruth St.	:
Philadelphia, PA 19134	:
Plaintiff	:
	:
v.	:
	:
T-MOBILE, USA, INC.	:
12920 SE 38 th St.	:
Bellevue, WA 98006	:
Defendant	:NO.:

COMPLAINT

NOW COMES, the Plaintiff, Candace Mercer, by and through her Counsel, Pond, Lehocky, LLP, and hereby complains of the above referenced Defendant, T-Mobile, USA, Inc., (hereinafter referred to as “T-Mobile”), as follows:

I. STATEMENT OF JURISDICTION:

1. Jurisdiction is conferred upon this Honorable Court pursuant to 28 U.S.C. § 1331 and 29 U.S.C. § 1332(e). This Honorable Court has jurisdiction over all issues raising a federal question and this instant matter involves a disability policy issued to the Claimant through her Employer, thus it is governed by the Employee Retirement Income Security Act of 1974 (ERISA) 29 U.S.C. § 1011, et seq.

II. FACTS:

2. The Plaintiff, Candace Mercer, is an adult and competent individual with a physical address of 2771 Ruth St., Apt 510, Philadelphia, PA 19134

3. The Defendant, T-Mobile, under information and belief, is a business entity with a business headquarters at 12920 SE 38th St., Bellevue, WA 98006..

4. T-mobile is a business entity, which issues disability insurance policies which are governed by the Employee Retirement Insurance Security Act (ERISA), 29 U.S.C. §1011, et seq.

5. The Defendant's disability plan is administered by Broadspire, a Crawford Company.

6. On a date certain, T-Mobile, issued a policy providing disability insurance benefits to the Plaintiff, as an employee.

7. The policy of insurance aforementioned provided for an employee benefit plan as defined and covered under the terms of ERISA.

8. At all times material and relevant hereto, all policy premiums due on behalf of the Plaintiff under said policy were paid.

9. At all times material and relevant hereto, the Plaintiff performed all obligations required of her under said contract of insurance.

9. At all times material and relevant hereto, the Plaintiff was a qualified participant in the employee benefit plan.

10. On a date certain, the Plaintiff filed an application for short term disability benefits.

11. In its letter dated July 10, 2019, T-Mobile administered by Broadspire determined there was a lack of clinical evidence to support Plaintiff's inability to perform essential duties of her occupation, and therefore benefits were denied effective June 1, 2019.

12. The Plaintiff filed an administrative appeal.

13. Such appeal was denied via letter dated October 15, 2019.

14. The Plaintiff filed another administrative appeal and submitted additional medical records and opinions of her treating doctors in support of her claim. The information provided was sufficient to establish the proof of loss that the Plaintiff suffered in order to support her claim for short term disability benefits.

15. By correspondence dated July 16, 2020, T-Mobile administered by Broadspire denied the Plaintiff's appeal and advised her of her right to bring a civil action under ERISA.

16. T-Mobile administered by Broadspire acted arbitrarily, capriciously, in a manner serving only its own business interest and in direct violation of ERISA when it denied the Plaintiff's claim for disability benefits.

17. The Plaintiff is entitled to disability insurance benefits under the aforementioned policy as she has satisfied through medical evidence that she meets

the definition of disability and provided sufficient proof of loss to T-Mobile administered by Broadspire.

18. The Plaintiff is entitled to recover the benefits due to her under the aforementioned insurance policy in accordance with 29 U.S.C. §1132.

19. As a direct and proximate result of the actions of T-Mobile administered by Broadspire as herein above more particularly described, the Plaintiff has been caused to incur attorneys' fees in an amount not yet known.

20. As a direct and proximate result of the actions of T-Mobile administered by Broadspire, the Plaintiff has sustained damages in an amount not yet known to the Plaintiff; however, upon information and belief, such damages will approximate the amount of benefits due and owing to the Plaintiff from June 1, 2020 until the present and continuing into the future.

WHEREFORE, the Plaintiff, Candace Mercer, respectfully requests that judgment be entered against T-Mobile as follows:

1. Ordering T-Mobile to pay to the Plaintiff, Candace Mercer, short term disability insurance benefits from her alleged onset date of disability, June 1, 2019 to the present and continuing into the future as provided for in the policy of insurance;
2. Awarding the Plaintiff, Candace Mercer, prejudgment interest on the award until the date of judgment;
3. Awarding the Plaintiff's attorney's fees, court costs and other reasonable costs incurred for the prosecution of the instant action;
4. Granting such other and further relief as the Court may deem just and proper.

RESPECTFULLY SUBMITTED,

BY:



Michael J. Parker, Esquire
PA Bar ID No.: 93024

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