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THE UNITED STATES DISTRICT COURT
DISTRICT OF UTAH, CENTRAL DIVISION

<p>S.S., and E.S.,</p> <p style="text-align: center;">Plaintiffs,</p> <p>vs.</p> <p>CIGNA HEALTH and LIFE INSURANCE COMPANY, and the INTEL CORPORATION BENEFITS PLAN.</p> <p style="text-align: center;">Defendants.</p>	<p>COMPLAINT</p> <p>Case No. 2:21-cv-00544 - CMR</p>
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Plaintiffs S.S. and E.S., through their undersigned counsel, complain and allege against Defendants Cigna Health and Life Insurance Company (“Cigna”) and the Intel Corporation Benefits Plan (“the Plan”) as follows:

PARTIES, JURISDICTION AND VENUE

1. S.S. and E.S. are natural persons residing in Loudoun County, Virginia. S.S. is E.S.’s father.

2. Cigna is an insurance company headquartered in Bloomfield, Connecticut and was the third-party claims administrator, as well as the fiduciary under ERISA for the Plan during the treatment at issue in this case.
3. The Plan is a self-funded employee welfare benefits plan under 29 U.S.C. §1001 *et. seq.*, the Employee Retirement Income Security Act of 1974 (“ERISA”). S.S. was a participant in the Plan and E.S. was a beneficiary of the Plan at all relevant times. S.S. and E.S. continue to be participants and beneficiaries of the Plan.
4. E.S. received medical care and treatment at SUWS of the Carolinas (“SUWS”) from September 20, 2018, to December 5, 2018, and Dragonfly Transitions (“Dragonfly”) from December 7, 2018, to August 21, 2019. These are treatment facilities which provide sub-acute inpatient treatment to adolescents with mental health, behavioral, and/or substance abuse problems. SUWS is located in North Carolina and Dragonfly is located in Oregon
5. Cigna, acting in its own capacity or through its subsidiary and affiliate Cigna Behavioral Health denied claims for payment of E.S.’s medical expenses in connection with her treatment at SUWS and Dragonfly.
6. This Court has jurisdiction over this case under 29 U.S.C. §1132(e)(1) and 28 U.S.C. §1331.
7. Venue is appropriate under 29 U.S.C. §1132(e)(2) and 28 U.S.C. §1391(c) based on ERISA’s nationwide service of process and venue provisions and because Cigna does business in Utah and across the United States. Moreover, Intel Corporation, the sponsor of the Plan, has business offices in Salt Lake County and Utah County and has, and is committing to growing, its business presence in Utah. In addition, venue in Utah will

save the Plaintiffs costs in litigating this case. Finally, in light of the sensitive nature of the medical treatment at issue, it is the Plaintiffs' desire that the case be resolved in the State of Utah where it is more likely their privacy will be preserved.

8. The remedies the Plaintiffs seek under the terms of ERISA and under the Plan are for the benefits due under the terms of the Plan, and pursuant to 29 U.S.C. §1132(a)(1)(B), for appropriate equitable relief under 29 U.S.C. §1132(a)(3) based on the Defendants' violation of the Mental Health Parity and Addiction Equity Act of 2008 ("MHPAEA"), an award of prejudgment interest, and an award of attorney fees and costs pursuant to 29 U.S.C. §1132(g).

BACKGROUND FACTS

E.S.'s Developmental History and Medical Background

9. As a young child, E.S. struggled with learning new concepts and paying attention. She began seeing a psychiatrist and was diagnosed with ADHD. She would often act out and throw angry tantrums during which she would throw things, destroy property, and physically attack others. E.S. also started seeing a therapist.
10. E.S. was caught with cigarettes in her possession on multiple occasions but when confronted would always deny that they were hers. E.S.'s violent behaviors escalated as she got older and the police were often called. On one occasion, E.S. got into a physical altercation with her father and then claimed that she had been abused and filed a report with child protective services. The abuse claim was found to be without merit and was dismissed. E.S. later made another claim concerning sexual abuse which she later recanted and which was also dismissed.

11. E.S. continued to struggle and her school performance significantly declined. E.S. started attending an intensive outpatient program and afterwards started seeing a new therapist. E.S.'s therapist became concerned about the unfounded abuse allegations E.S. was making and recommended that she meet with a psychologist.
12. E.S. continued to escalate her behaviors and on one occasion when she was arguing with her mother she became enraged and punched her in the face, resulting in the police being called and E.S. being hospitalized for psychiatric treatment. While at the hospital, E.S. accused her mother of abuse and of pushing her down the stairs. This resulted in yet another investigation but the claims were again found to be unsubstantiated.
13. E.S. made abuse allegations concerning her teachers as well. E.S. was required to meet with a juvenile probation officer and follow a behavioral contract, however she refused to stop smoking and abide by the terms of the contract and was made to complete additional community service.
14. E.S. engaged in increasingly erratic behaviors and threatened to run away from home and spend her time using drugs while homeless. E.S. often left home without permission and on at least two occasions slept in a car with someone she just met. S.S. worried that if E.S. did not soon receive some kind of therapeutic intervention she was at a highly elevated risk of danger such as falling prey to human traffickers, or even death.

SUWS

15. E.S. was admitted to SUWS on September 20, 2018.
16. In a series of Explanation of Benefits ("EOB") statements, Cigna denied payment for E.S.'s treatment under code A0: "YOUR PLAN BOOKLET LISTS THE SERVICES

AND PROCEDURES COVERED BY YOUR PLAN. THE PLAN WILL ONLY PAY FOR SERVICES LISTED IN THE BOOKLET.” (emphasis in original)

17. On November 22, 2019, S.S. appealed the denial of payment for E.S.’s treatment. S.S. stated that he was entitled to certain protections under ERISA, including a requirement that Cigna take into account all of the information he provided, that it utilize appropriately qualified reviewers, that it provide him with a clear and specific response which referenced the Plan language on which the denial was based, and that it provide him with a full, fair, and thorough review.
18. S.S. contended that the treatment provided at SUWS was a covered benefit under the terms of the Plan as SUWS was a licensed and accredited facility which clearly met the requirements listed in the insurance policy for an “Other Health Care Facility.”
19. S.S. asked Cigna to perform a MHPAEA compliance analysis and in the event the denial was upheld he asked Cigna to address all of the issues he had raised in the appeal and explain how its decision was compliant with federal law and the terms and conditions of the insurance policy.
20. S.S. additionally asked to be provided with the specific reasons for the denial along with any corresponding evidence, any administrative service agreements that existed, any clinical guidelines or medical necessity criteria related to the claim, the Plan’s mental health, substance use, skilled nursing, inpatient rehabilitation, and hospice criteria, as well as any reports from any physician or other professional regarding the claim.

(collectively the “Plan Documents”)
21. After Cigna failed to respond to the appeal in a timely manner, S.S. reached out to Cigna and in a February 2020, email was told by Cigna representative Jasmine K. that the

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