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THE UNITED STATES DISTRICT COURT
DISTRICT OF UTAH, CENTRAL DIVISION

J.J., individually and on behalf of G.J. a minor, Plaintiff, vs. PREMERA BLUE CROSS, AMAZON.COM SERVICES, INC., and the AMAZON and SUBSIDIARIES SHARED DEDUCTIBLE PLAN, Defendants.	COMPLAINT Case No. 2:22-cv-00325 - HCN Judge Howard C. Nielson
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Plaintiff J.J. individually and on behalf of G.J. a minor, through her undersigned counsel, complains and alleges against Defendants Premera Blue Cross (“Premera”), Amazon.com Services Inc. (“Amazon”) and the Amazon and Subsidiaries Shared Deductible Plan (“the Plan”) as follows:

PARTIES, JURISDICTION AND VENUE

1. J.J. and G.J. are natural persons residing in Oxford County, Maine. J.J. is G.J.’s mother.

2. Premera is an independent licensee of the nationwide Blue Cross network of providers 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. At all relevant times Premera acted as agent for the Plan and Amazon.
4. Amazon is the designated administrator for the Plan.
5. 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”). J.J. was a participant in the Plan and G.J. was a beneficiary of the Plan at all relevant times.
6. G.J. received medical care and treatment at Trails Carolina (“Trails”) from May 16, 2019, to August 1, 2019, and Maple Lake Academy (“Maple Lake”) beginning on August 5, 2019. While G.J. remained in treatment at Maple Lake beyond February 29, 2020, following this date, J.J. switched employers and Premera, Amazon, and the Plan were no longer responsible for G.J.’s treatment.
7. J.J. does not seek monetary compensation from Defendants for the costs of G.J.’s residential treatment beyond February 29, 2020, but she does not limit her claims for equitable relief, statutory penalties for failure to produce documents, or any other relief the Court may award to that timeframe.
8. Trails and Maple Lake provide sub-acute inpatient treatment to adolescents with mental health, behavioral, and/or substance abuse problems. Trails is located in North Carolina and Maple Lake is located in Utah County, Utah.
9. Premera denied claims for payment of G.J.’s medical expenses in connection with his treatment at Trails and Maple Lake.

10. This Court has jurisdiction over this case under 29 U.S.C. §1132(e)(1) and 28 U.S.C. §1331.
11. 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, because Premera does business in Utah; Amazon has a significant business presence, offices, and many employees in the state; and the treatment at Maple Lake took place in Utah.
12. In addition, the Plaintiff has been informed and reasonably believes that litigating the case outside of Utah will likely lead to substantially increased litigation costs she will be responsible to pay and that would not be incurred if venue of the case remains in Utah. Finally, given the sensitive nature of the medical treatment at issue, it is the Plaintiff’s desire that the case be resolved in the State of Utah where it is more likely both her and G.J.’s privacy will be preserved.
13. The remedies the Plaintiff seeks under the terms of ERISA and under the Plan are for the benefits due under the terms of the Plan, including the costs of G.J.’s crisis transportation to Trails, 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”), for an award of statutory damages pursuant to 29 U.S.C. §1132(c) based on the failure of the agents of Amazon as Plan administrator, to produce within 30 days documents under which the Plan was established or operated, an award of prejudgment interest, and an award of attorney fees and costs pursuant to 29 U.S.C. §1132(g).

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BACKGROUND FACTS

Trails

14. G.J. was admitted to Trails via a crisis transportation team on May 16, 2019, due to issues with depression, anxiety, suicidal ideation, property destruction, trauma, and significant aggression which had not been able to be adequately managed at other levels of care.
15. On September 29, 2020, Premera denied payment for G.J.'s transportation to Trails because "the medical treatment requiring travel is not a covered benefit." Premera's letter implied that G.J.'s actual treatment at Trails would also be considered denied but did not explicitly state this.
16. On November 25, 2020, J.J. wrote an appeal in response to Premera's September 29, 2020, denial. G.J. reminded Premera that she was entitled to certain protections under ERISA during the appeals process, including a full, fair, and thorough review conducted by appropriately qualified reviewers whose identities were clearly disclosed, which took into account all of the information she provided and which gave her the specific reasons for the adverse determination, referenced the specific plan provisions on which the determination was based, and which gave her the information necessary to perfect the claim.
17. She stated that she had not yet received any actual denial for G.J.'s treatment. The closest statement to an approval or denial she received was a line in the September 29, 2020, letter which stated in part:

The plan excludes coverage for transportation when the medical treatment requiring travel is not a covered benefit. [G.J.]'s transport was to a wilderness program, which is excluded by his health plan.

18. J.J. wrote that although she had received no notice that G.J.'s treatment had actually been denied, due to this letter she presumed that Premera excluded coverage for G.J.'s treatment at Trails.
19. She wrote that the Plan covered mental health treatment and Trails met the definition of a "provider" in the insurance policy. She pointed out that Trails was licensed by the State of North Carolina and was also accredited by the Commission on Accreditation of Rehabilitation Facilities. She stated that based on Trail's licensure, accreditation, and compliance with governing state regulations, G.J.'s treatment there should have been approved.
20. She contended that Premera was violating MHPAEA by refusing to cover G.J.'s treatment. She pointed out that MHPAEA compelled insurers to ensure benefits for mental health services were offered at parity with benefits for comparable medical and surgical services. She identified skilled nursing, inpatient rehabilitation, and hospice services as some of the medical or surgical analogues to the treatment G.J. received.
21. She contended that Premera was imposing a restriction based on provider type and that while the Plan document language did mention "wilderness programs," there was no reference to these services outside of the mental health section of the insurance policy.
22. She stated that it was evident that Premera was restricting the availability of mental healthcare in a manner which it did not do with analogous medical or surgical services and that it appeared to be limiting the availability of wilderness care merely because it took place outdoors.
23. J.J. asked that the reviewer have experience with MHPAEA as well as generally accepted standards and clinical best practices for outdoor behavioral health programs. She

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