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THE UNITED STATES DISTRICT COURT
DISTRICT OF UTAH, CENTRAL DIVISION

J.H., and S.H., Plaintiffs, vs. ANTHEM BLUE CROSS LIFE and HEALTH INSURANCE COMPANY, and the SNAP INC. BENEFITS PLAN. Defendants.	COMPLAINT Case No. 2:22-cv-00431 - DBB
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Plaintiffs J.H. and S.H., through their undersigned counsel, complain and allege against Defendants Anthem Blue Cross Life and Health Insurance Company (“Anthem”) and the SNAP Inc., Benefits Plan (“the Plan”) as follows:

PARTIES, JURISDICTION AND VENUE

1. J.H. and S.H. are natural persons residing in Ventura County, California. J.H. is S.H.’s father.

2. Anthem is an independent licensee of the nationwide Blue Cross Association 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”). J.H. was a participant in the Plan and S.H. was a beneficiary of the Plan at all relevant times. J.H. and S.H. continue to be participants and beneficiaries of the Plan.
4. S.H. received medical care and treatment at Aspiro Adventure LLC. (“Aspiro”) from April 16, 2019, to August 14, 2019. Aspiro is a licensed Outdoor Youth Treatment facility located in Sanpete County, Utah, which provides sub-acute inpatient treatment to adolescents with mental health, behavioral, and/or substance abuse problems.
5. Anthem denied claims for payment of S.H.’s medical expenses in connection with her treatment at Aspiro.
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, because Anthem does business in Utah, and the treatment at issue took place in Utah.
8. In addition, J.H. has been informed and reasonably believes that litigating the case outside Utah will likely lead to substantially increased litigation costs for which he will be responsible to pay, which would not be incurred if venue of the case remains in Utah. 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.

9. 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

S.H.'s Developmental History and Medical Background

10. When she was in the eighth grade, S.H. was placed on a 504 education plan in an attempt to address her mental health and behavioral problems, which included running away from campus, multiple detentions, and difficulty concentrating due to ADHD.
11. S.H. started seeing a psychiatrist who diagnosed her with a mood dysregulation disorder. S.H.'s psychiatrist expressed concern regarding S.H.'s anxiety and high levels of impulsivity. S.H. started self-harming and expressing thoughts of suicide. S.H. was taken to the hospital and then began attending a partial hospitalization program for about four weeks.
12. S.H. returned to school but once again began having suicidal thoughts. She was admitted to the hospital's inpatient teen psychiatric program and stayed there for ten days. While in treatment, S.H. became very argumentative, was placed on suicide watch, experienced severe mood swings, and attempted to self-harm.

13. S.H. then began attending a therapeutic day school where she had her own therapist and received daily group therapy. S.H. had frequent violent outbursts and often got into fights with other students. She was also frequently placed on one-on-one status.
14. Around the time that she was in the eleventh grade, S.H. moved to California. S.H. started meeting with a new psychiatrist and a new therapist, but continued to struggle with impulsivity, anxiety, depression, and manic behaviors. S.H. began using cigarettes, drugs, and alcohol. S.H. had many run-ins with the police and would often sneak out at night and skip her classes.
15. S.H. got into cars with strangers, continued to self-harm, and continued to threaten to commit suicide. S.H. was admitted to a program in California called Center for Discovery. S.H. was only there for about a month before she was prematurely discharged due to violent and disruptive behavior and was sent to another facility in Utah called Discovery Academy. While she made some progress there, she regressed after about six months, assaulted staff, self-harmed, expressed a desire to commit suicide, and was hospitalized.

Aspiro

16. S.H. was admitted to Aspiro on April 16, 2019, following her hospitalization.
17. In a letter dated May 14, 2020, Anthem denied payment for S.H.'s treatment at Aspiro.

The letter, signed only by Anthem gave the following justification for the denial:

This service is excluded or not covered under your plan benefits.

As Stated in your Member Benefit Agreement in the section MEDICAL CARE THAT IS NOT COVERED page 61 it states, No payment will be made under this plan for expenses incurred for or in connection with any of the items below. Wilderness camps. Therefore request for authorization for Mental Health residential level of care has been denied. (emphasis in original)

18. In addition, Anthem sent the Plaintiffs an Explanation of Benefits (“EOB”) form dated June 1, 2020, which denied payment under code 001: “This isn’t a covered service on your plan.”
19. On July 15, 2020, J.H. appealed the denial of payment for S.H.’s treatment. J.H. reminded Anthem that it was obligated to meet certain requirements under ERISA and was required to provide him with a full, fair, and thorough review which took into account all of the information he provided, which utilized appropriately qualified reviewers and disclosed their identities, which gave him the specific reasoning for the determination, which referenced the specific plan provision on which the decision was based, and which gave him the information necessary to perfect the claim.
20. J.H. asked the reviewer to contact Dr. Michael Gass, an expert in the outdoor behavioral health field to answer any questions or resolve any concerns it may have had about wilderness care. He asked Anthem to inform him of any contact with Dr. Gass.
21. J.H. argued that S.H.’s treatment at Aspiro was a covered benefit under the terms of the Plan. He stated that while his insurance policy did contain an exclusion for wilderness camps, it made no attempt to define what a “wilderness camp” was. He argued that Aspiro was a licensed, nationally accredited outdoor behavioral health program with teams of doctors, nurses, social workers, and counselors on staff. J.H. contended that Aspiro was not a non-therapeutic “adventure camp” with no clinical value.
22. J.H. wrote that “simply refusing to cover [S.H.’s] treatment because it was offered in an outdoor environment seems to be completely arbitrary.” He reminded Anthem that it was subject to MHPAEA which required it to provide coverage for mental health services “at parity” with comparable medical or surgical benefits.

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