

FILED  
04-26-2021  
Clerk of Circuit Court  
Waukesha County  
2021CV000682

STATE OF WISCONSIN

CIRCUIT COURT

WAUKESHA COUNTY

GEOFFREY D. WILBER  
1900 Highland Drive  
Elm Grove, Wisconsin 53122,

Case Code: 30303

MACEE M. WILBER  
1900 Highland Drive  
Elm Grove, Wisconsin 53122,

AMOUNT CLAIMED IS  
GREATER THAN \$10,000.00

Plaintiffs,

v.

ANTHEM BLUE CROSS BLUE SHIELD  
220 Virginia Avenue  
Indianapolis, Indiana 46204  
Registered Agent: CT Corporate Systems  
301 South Bedford Street  
Suite 1  
Madison, Wisconsin 53703,

Defendant.

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**COMPLAINT**

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NOW COMES the Plaintiffs, GEOFFREY D. WILBER and MACEE M. WILBER, by their attorneys, GRUBER LAW OFFICES, LLC, by Attorney Geoffrey D. Wilber and allege as follows:

**GENERAL ALLEGATIONS APPLICABLE  
TO ALL CLAIMS FOR DAMAGES**

1. That the Plaintiff, GEOFFREY D. WILBER, is an adult individual residing at 1900 Highland Drive, in the Village of Elm Grove, County of Waukesha, State of Wisconsin, 53122.
2. That the Plaintiff, MACEE M. WILBER, is an adult individual residing at 1900 Highland Drive, in the Village of Elm Grove, County of Waukesha, State of Wisconsin, 53122.

3. That the Defendant, ANTHEM BLUE CROSS BLUE SHIELD, is a foreign corporation organized and existing under the laws of the State of Indiana, with its principal offices located at 220 Virginia Avenue, Indianapolis, Indiana, 46204; that Defendant, ANTHEM BLUE CROSS BLUE SHIELD, was at all times material herein, the health insurance carrier of the Plaintiffs, GEOFFREY D. WILBER and MACEE M. WILBER, pursuant to § 803.04(2), Wis. Stats., and is a proper party Defendant by reason of the terms of its policy and the laws of the State of Wisconsin.

4. That on or about the 22<sup>nd</sup> day of December, 2020, the Plaintiffs, GEOFFREY D. WILBER and MACEE M. WILBER, submitted medical bills to the Defendant, ANTHEM BLUE CROSS BLUE SHIELD, on behalf of the Plaintiffs' minor daughter, who had been admitted to a long-term, in-patient medical facility; that payment of the submitted medical bills and all future medical bills associated with the treatment provided by the long-term, in-patient medical facility was denied.

**FIRST CAUSE OF ACTION: BREACH OF CONTRACT  
AND VIOLATION OF WIS. STAT. § 628.46 FOR  
GEOFFREY D. WILBER AND MACEE M. WILBER**

5. Plaintiffs re-allege and incorporate herein, as though more fully set forth herein, all of the allegations contained in paragraphs one (1) through four (4) above with the same force and effect and further alleges as follows.

6. At all times material hereto, the insurance policy issued by Defendant, ANTHEM BLUE CROSS BLUE SHIELD, to Plaintiffs, GEOFFREY D. WILBER and MACEE M. WILBER, constituted a contract between the parties and which required Defendant, ANTHEM BLUE CROSS BLUE SHIELD, to make timely payment to Plaintiffs pursuant to § 628.46, Wis. Stats.

7. At all times material hereto, Plaintiffs made due demand upon Defendant, ANTHEM BLUE CROSS BLUE SHIELD, through their health insurance coverage, for payment of the medical bills incurred by their minor daughter's admission to a long-term medical facility.

8. At all times material hereto, Defendant, ANTHEM BLUE CROSS BLUE SHIELD, failed to issue a response or provide a reasonable basis for its inability to issue a response, within the 30-day timeline as set forth in Wis. Stat. § 628.46.

9. At all times material hereto, when Defendant, ANTHEM BLUE CROSS BLUE SHIELD, did issue a response, it denied the claim due to the treatment not being "medically necessary", but failed to disclose the basis of the denial or factors considered supporting the denial, as is require in Wis. Stat. § 628.46.

10. Defendant, ANTHEM BLUE CROSS BLUE SHIELD'S, failure to pay constitutes a breach of the insurance contract in question.

11. As a direct and proximate result of said breach, Plaintiffs, GEOFFREY D. WILBER and MACEE M. WILBER, have sustained and continue to sustain damages in the amount of the medical bills incurred for the medical care of their minor daughter.

12. In addition, Defendant, ANTHEM BLUE CROSS BLUE SHIELD, failure to pay constitutes a violation of Wis. Stat. § 628.46 as such payment is "overdue" entitling Plaintiffs, GEOFFREY D. WILBER and MACEE M. WILBER, to interest in the amount of 12% per annum on the amount due and owing.

**SECOND CAUSE OF ACTION: BAD FAITH AGAINST PLAINTIFFS,  
GEOFFREY D. WILBER AND MACEE M. WILBER**

13. Plaintiffs re-allege and incorporate herein, as though more fully set forth herein, all of the allegations contained in paragraphs one (1) through twelve (12) above with the same force and effect and further alleges as follows:

14. On or about December 22, 2020, the Plaintiffs, GEOFFREY D. WILBER and MACEE M. WILBER, submitted all information necessary for diligent and good faith evaluation of Plaintiffs' claim to the Defendant, ANTHEM BLUE CROSS BLUE SHIELD, providing written notice of the fact of a covered loss and the amount of loss at that time, and requested payment of the medical bills incurred for the care of their minor daughter.

15. On December 23, 2020, Dr. Charlisa Allen, an employee for the Defendant, ANTHEM BLUE CROSS BLUE SHIELD, without speaking to anyone from the long-term care facility, without speaking to any of the minor daughter's prior medical providers, without speaking to the Plaintiffs, GEOFFREY D. WILBER and MACEE M. WILBER, and without seeking any information whatsoever about the prior or current health of the minor daughter, denied coverage stating the treatment was "not medically necessary" and was merely a result of "poor family dynamics" and "acting out behaviors".

16. On February 16, 2021, the Plaintiffs, GEOFFREY D. WILBER and MACEE M. WILBER, initiated a written Appeal of Denial of Coverage to the Grievances and Appeals division for the Defendant, ANTHEM BLUE CROSS BLUE SHIELD, seeking a reversal of the original denial of benefits.

17. That the February 16, 2021 Appeal included individually written letters from the medical providers previously tasked with caring for the minor daughter, all of whom determined the only option for the safe health and welfare of the Plaintiffs' minor daughter was for her to be placed in a long-term in-patient care facility, that the providers included the minor daughter's long-time pediatrician, two mental health therapists, and a pediatric neuropsychologist.

18. That on March 24, 2021 Defendant, ANTHEM BLUE CROSS BLUE SHIELD, conducted a telephonic review of the prior claims denial, which included an Appeal Panel

comprised of several employees of the Defendant, ANTHEM BLUE CROSS BLUE SHIELD, as well as the Plaintiff, GEOFFREY D. WILBER.

19. That during the March 24, 2021 hearing, which started approximately 5 minutes late and was limited to less than 15 minutes, the Anthem Medical Director intimated that the Plaintiffs' minor daughter may not have truly been a risk to harm herself at the time of admission to the long-term facility because the doctor "had several patients who had threatened suicide multiple times but never actually went through with it", suggested the original reviewing doctor, Charlisa Allen, was "simply making an off-handed comment" when she wrote the basis for the original denial of benefits was a result of "poor family dynamics" and "acting out behaviors", before ultimately agreeing to attempt to call the minor daughter's pediatrician, Dr. Megan Hambrook, and primary mental therapist, Maureen Goldblat, to discuss the minor daughter's mental and physical health leading up to the admission to the long-term, in-patient care facility to better determine if the minor daughter's state of mind at the time of admission.

20. That on March 25, 2021, Cynthia Gardner, a claims manager for the Defendant, ANTHEM BLUE CROSS BLUE SHIELD, called the Plaintiff, GEOFFREY D. WILBER, and asked him to help her contact the long-term care facility because she had not been able to reach anyone at the facility and stated the appeal would be denied if she was unable to reach someone from the long-term care facility.

21. That on March 26, 2021, the Defendant, ANTHEM BLUE CROSS BLUE SHIELD, sent a letter maintaining its previous coverage denial for the medical bills incurred by the Plaintiffs' minor daughter.

22. That at no time did the Defendant, ANTHEM BLUE CROSS BLUE SHIELD, attempt to contact the Plaintiffs' minor daughter's pediatrician or primary mental health therapist,

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