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DAVID TRUJILLO;
12 DEANNA HARDEN; on behalf of themselves
and all others similarly situated

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15 UNITED STATES DISTRICT COURT
16 CENTRAL DISTRICT OF CALIFORNIA
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18 DAVID TRUJILLO; DEANNA
19 HARDEN; on behalf of themselves and
all others similarly situated,
20 Plaintiffs,
21 v.
22 UNITEDHEALTH GROUP INC.;
23 UNITED HEALTHCARE SERVICES,
INC.; UNITEDHEALTHCARE
24 INSURANCE COMPANY;
25 Defendants.

) Case No.: 5:17-cv-2547- JFW (KKx)
) **CLASS ACTION**
) **FIRST AMENDED COMPLAINT**
) **FOR BENEFITS, DETERMINATION**
) **OF RIGHTS AND BREACH OF**
) **FIDUCIARY DUTY UNDER ERISA**

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1 Plaintiffs, David Trujillo and Deanna Harden, on behalf of themselves and all
2 others similarly situated, herein set forth the allegations of their First Amended
3 Complaint against Defendants UnitedHealth Group, Inc., UnitedHealthcare Services,
4 Inc., and UnitedHealthCare Insurance Company.

5 INTRODUCTION

6 1. Plaintiffs bring this action on behalf of themselves and a class of persons
7 with limb loss whose claims for prosthetic arm and leg devices have been improperly
8 denied by Defendants. Employee benefit plans issued or administered by Defendants
9 contain a limitation stating that “[i]f more than one prosthetic device can meet your
10 functional needs, Benefits are available only for the prosthetic device that meets the
11 minimum specifications for your needs.” Defendants have developed and
12 implemented a Coverage Determination Guideline, “Prosthetic Devices, Wigs,
13 Specialized, Microprocessor or Myoelectric Limbs” (Guideline Number
14 CDG.018.06) that instructs claim reviewers to deny claims for prosthetic devices
15 when this provision applies. Despite the clear language of the provision, Defendants
16 have systematically denied claims for prosthetic arm and leg devices without
17 identifying an alternative prosthetic device that meets the member’s functional needs.
18 Additionally, when United claim reviewers deny coverage for a prosthetic device on
19 this basis, they do so for a particular component of the prosthetic device without
20 specifying whether the other components of the device are covered. As a result of
21 these actions, thousands of persons with limb loss have had their claims for prosthetic
22 arm and leg devices denied by Defendants without proper consideration and review
23 as required by the provisions of the Employee Retirement and Income Security Act of
24 1974 (“ERISA”).

25 JURISDICTION AND VENUE

26 2. This action is brought under 29 U.S.C. §§ 1132(a), (e), (f) and (g) as it
27 involves claims by Plaintiffs for employee benefits under employee benefit plans
28 regulated and governed by ERISA. Subject matter jurisdiction is predicated under

1 these code sections as well as 28 U.S.C. § 1331 as this action involves a federal
2 question.

3 3. The Court has personal jurisdiction over Defendants because ERISA
4 provides for nationwide service of process, and each defendant has minimum
5 contacts with the United States. *See* 29 U.S.C. § 1132(e)(2).

6 4. The claims of Plaintiffs and the putative class arise out of plans.
7 Defendants issued, administered, and/or implemented in this District. Thus, venue is
8 proper in this judicial district pursuant to 29 U.S.C. § 1132(e)(2) (setting forth special
9 venue rules applicable to ERISA actions).

10 **THE PARTIES**

11 5. Plaintiffs were at all relevant times covered under an employee welfare
12 benefit plans regulated by ERISA and pursuant to which Plaintiffs are entitled to
13 health care benefits.

14 6. Defendant UnitedHealth Group Inc. is a public company whose stock is
15 traded on the New York Stock Exchange. In 2016, it reported revenues of
16 \$184,840,000,000. Through its wholly-owned subsidiaries, including Defendants
17 United Healthcare Services, Inc., and UnitedHealthcare Insurance Company
18 (collectively “United”), it acts a fully integrated company that is in the business of
19 insuring and/or administering health plans, most of which are employer-sponsored
20 and governed by ERISA, 29 U.S.C. § 1001, et seq. (“United plans”).

21 7. Defendant UnitedHealth Group Inc. is a Minnesota corporation with its
22 principal place of business in Minnetonka, Minnesota. It issues, administers, and
23 makes benefit determinations related to ERISA health plans around the country
24 through its various wholly-owned and controlled subsidiaries, including defendants
25 United HealthCare Services, Inc., and United HealthCare Insurance Company.
26 Defendant UnitedHealth Group Inc. operates as, and owns the trademark to,
27 “UnitedHealthcare.”

28 8. Defendant United Healthcare Services, Inc. is a Minnesota corporation

1 with its principal place of business in Minnetonka, Minnesota. It is a wholly-owned
2 and controlled subsidiary of UnitedHealth Group Inc. Through and in combination
3 with its state-level UnitedHealthcare subsidiaries, affiliates, and agents, it issues and
4 administers health plans, including employer group health plans and employer
5 ancillary and specialty benefits plans, which are governed by ERISA.

6 9. Defendant United HealthCare Insurance Company is a wholly-owned
7 subsidiary of Unimerica, Inc., which is wholly-owned and controlled by
8 UnitedHealthcare Services, Inc. It is the underwriter of insurance provided by
9 UnitedHealthcare Services, Inc. and its state-level subsidiaries/affiliates. It
10 participates in the claims administration process related to United plans insured or
11 administered by such subsidiaries/affiliates, and issues and administers other United
12 plans, most of which are governed by ERISA.

13 10. Defendants, other than UnitedHealth Group Inc., do not operate
14 independently and in their own interests, but serve solely to fulfill the purpose, goals
15 and policies of Defendant UnitedHealth Group, Inc.

16 11. Under the terms of all United plans, United is obligated to make benefit
17 payments from its own assets (in the case of fully-insured United plans) or the assets
18 of the plan itself (in the case of self-insured United plans) when someone insured by
19 one of those plans obtains health care treatment that is covered by the terms of that
20 plan. With respect to all United plans, United serves as the claims administrator,
21 responsible for determining whether any claim is covered by any particular United
22 plan and effectuating any resulting benefit payment. As such, United acts as an
23 ERISA fiduciary with respect to all United plans, including the plans covering
24 Plaintiffs.

25 SUBSTANTIVE ALLEGATIONS

26 A. Prosthetic arm and leg devices.

27 12. There are approximately 2 million people living with limb loss in
28 the United States. Approximately 185,000 amputations occur in the United

1 States each year, about 500 a day.

2 13. People with limb loss require the use of a prosthesis, an artificial
3 extension that replaces a missing body part such as an upper or lower body extremity.
4 The development of prostheses is part of the field of biomechatronics, the science of
5 fusing mechanical devices with human muscle, skeleton, and nervous systems to
6 assist or enhance motor control lost by trauma, disease, or defect. The type of
7 prosthesis used is determined largely by the extent of an amputation or loss and
8 location of the missing extremity.

9 14. Lower limb prosthetic devices are the transfemoral (above the knee)
10 prosthesis and the trans-tibial (below the knee) prosthesis. Improvements in
11 technology have allowed manufacturers to use microprocessors to power artificial
12 knees and feet in these devices. The use of this technology has allowed manufacturers
13 to develop lower leg devices that more closely resemble the movements of real legs
14 with knee and feet components that react to stimuli in real time. This technology
15 minimizes stumbles and falls, allows walking on stairs and uneven terrain, and
16 enables patients to more fully perform activities of daily living. Microprocessor
17 technology has been used in prosthetics for decades-and has long been “standard”
18 issue in the industry.

19 15. Upper limb prosthetic devices are used to replace essential functions of
20 the arm, hands, wrist, and elbow. By the 1980s, myoelectric arms were being used in
21 rehabilitation centers around the world and are common issue today and have been
22 for decades. Compared with body powered arms, myoelectric arms feature superior
23 comfort, aesthetics, and functionality, giving the amputee the ability to move digits
24 through muscle control. Myoelectric arms, therefore, are essential for anyone with a
25 need to move their hands with dexterity, to grasp objects, and perform the various
26 other essential activities of daily living.

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1 **B. United improperly denies claims for prosthetic arm and leg devices**
2 **in contravention of the plan language recited in Coverage**
3 **Determination Guideline CDG.018.06.**

4 The standard benefit design of United plans includes coverage for prosthetic
5 devices. That coverage contains what is referred to hereinafter as the “Minimum
6 Specifications Limitation.”¹ The provision states:

7 If more than one prosthetic device can meet your functional needs,
8 Benefits are available only for the prosthetic device that meets the
9 minimum specifications for your needs.

10 16. To enable its administration of fully insured and self-insured health
11 plans, United has developed Coverage Determination Guidelines, that is, written
12 positions on the covered or excluded nature of certain medical treatments under
13 United plans.

14 17. As is stated on the United website:

15 Coverage Determination Guidelines are used to determine whether a
16 service falls within a benefit category or is excluded from coverage.
17 Coverage Determination Guidelines may address such matters as
18 whether services are skilled versus custodial, or reconstructive versus
19 cosmetic.

20 18. United applies the provisions of its Coverage Determination Guidelines
21 in deciding whether to pay or deny claims under United plans.

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23 ¹ This provision is in United’s generic certificate of coverage. Certain plans, such as
24 the one covering Logan Harden, contain a variant of this language where the second
25 clause is replaced with the statement that “benefits are available only for the most
26 cost-effective prosthetic device.” The difference in the second clause is irrelevant to
27 the issue in this case regarding United’s failure to identify an alternate device that
28 meets the member’s functional needs because the first clauses of both provisions are
interchangeably when denying coverage under these two provisions.

1 19. United has used a Coverage Determination Guideline called “Prosthetic
2 Devices, Wigs, Specialized, Microprocessor or Myoelectric Limbs” (Guideline
3 Number CDG.018.06) to deny claims for prosthetic arm and leg devices. United
4 previously utilized a guideline for various types of prostheses called “Prosthetic
5 Devices and Wigs” and a separate guideline for “Specialized, Microprocessor or
6 Myoelectric Limbs.” Commencing in February of 2015, United merged those
7 guidelines into number CDG.018.03 with the current name. Hereinafter the various
8 iterations of these guidelines will be referred to collectively as “CD.018.06,” unless a
9 particular version is specified.

10 20. During the relevant time period, CDG.018.06 has instructed United
11 claim reviewers to apply the Minimum Specifications Limitation:

12 If more than one prosthetic device can meet the enrollees
13 functional needs, benefits are only available for the prosthetic
14 device that meets the minimum specifications for the enrollees
needs.

15 21. Despite the plain language of the Minimum Specification Limitation,
16 United has followed a practice of denying prosthetic arm and leg devices without
17 identifying an alternative prosthetic device that meets the member’s functional needs.

18 22. Consistent therewith, United’s notices of adverse benefit determinations
19 denying coverage under the Minimum Specifications Limitation have not stated
20 whether an alternative prosthetic device would meet the minimum specifications for
21 the member’s functional needs and what device that would be.

22 23. In addition to the foregoing, when United claim reviewers deny
23 coverage for a prosthetic device based on the Minimum Specifications Limitation,
24 they do so for a particular component of the prosthetic device without specifying
25 whether the other components of the device are covered.

26 **C. United’s denial of Plaintiff David Trujillo’s request for a**
27 **prosthetic leg device.**

28 24. At all relevant times, David Trujillo was covered under a fully insured
United plan issued to his wife’s employer.

1 25. Mr. Trujillo underwent a below the knee amputation of his left leg that
2 resulted from severe injuries he suffered in a March 2017 accident. At the time of the
3 accident, Mr. Trujillo was working as an account manager for a valet and parking
4 services company. He enjoyed an active live style that included jogging, hiking, and
5 mountain biking. He is now 27 years old.

6 26. Mr. Trujillo was referred by his physician to a team of prosthetists for a
7 below the knee prosthetic device. Given Mr. Trujillo's activities of daily living, the
8 prosthetists recommended a below the knee device that included a Trans-tibial High-
9 Fidelity Interface (socket) prosthesis.

10 27. On May 12, 2017, United sent Mr. Trujillo a letter denying his claim on
11 the basis of the Minimum Specifications Limitation as referenced in CDG.018.06:

12 Here is the specific clinical reason for our decision: We received a
13 request for an artificial leg for you. You had surgical removal of
14 part of your left leg. We looked at the notes sent and the health
15 plan's medical policy. Your health plan's benefit document will
16 cover the most basic artificial leg which can meet your needs. The
17 leg requested may not be the most basic. The request does not meet
18 criteria and is not covered at this time.

19 28. Pursuant to its practice, United did not identify an alternate device that
20 met Mr. Trujillo's functional needs. The denial letter sent to Mr. Trujillo did not state
21 whether an alternative prosthetic device would meet the minimum specifications for
22 his functional needs and what device that would be.

23 29. And while United only reviewed and rejected Mr. Trujillo's request for a
24 socket device, it denied the request for the entire device and did so without specifying
25 whether the other components were covered or not.

26 30. Mr. Trujillo appealed this decision. On June 6, 2016, United denied Mr.
27 Trujillo's appeal pursuant to CDG.018.06 because the plan only covers "the most
28 basic device that meets your needs." United did not identify an alternate device and
the denial letter did not state whether an alternative prosthetic device would meet the
minimum specifications for his functional needs and what device that would be.

1 United also denied the request for the entire device and did so without specifying
2 whether the other components were covered or not.

3 31. Mr. Trujillo requested that United reconsider its denial of his appeal. On
4 August 23, 2017, United reject the request for reconsideration under CDG.018.06 for
5 the reason previously stated.

6 32. In denying Mr. Trujillo's claim on the basis of the Minimum
7 Specifications Limitation, United did not follow the plain language of the plan, or the
8 instruction in CDG.018.06, because it did not identify an alternate device that met the
9 minimum specifications of Mr. Trujillo's functional needs and it denied coverage for
10 the entire device despite deciding that only one component was not covered.

11 33. United's denial letters also failed to provide any facts or reasons
12 supporting the denials and, instead, simply made the conclusory statement that the
13 requested prosthetic device was not the most basic for Mr. Trujillo.

14 **D. United's denial of Plaintiff Deanna Harden's request for her**
15 **son's prosthetic arm device.**

16 34. Logan Harden, age twelve, is the son of Deanna Harden. At all relevant
17 times, Logan was covered under his mother's United plan that was self-insured by
18 her employer and administered by United.

19 35. Logan suffers from a congenitally-acquired absence of the right forearm
20 and hand. As Logan has grown, he has required new prosthetic devices to fit his
21 body. He needs the use of both hands to perform everyday functions including eating,
22 self-care, typing on a keyboard, and holding objects, such as his trumpet, with two
23 hands.

24 36. After fully assessing Logan's needs, a prosthetist recommended an
25 i-limb quantum device with a High-Fidelity socket/interface. This is a powered
26 device with articulating fingers that simulates a human hand by providing the six
27 fundamental grips of the human hand. This device allows individuals to cut food with
28 both hands, use a keyboard, and perform many of the other daily tasks that cannot be

1 accomplished with a limited grip device. Ms. Harden requested that United authorize
2 coverage for this device for Logan.

3 37. On August 18, 2016, United denied the request for the device under
4 CDG.018.06 on the basis of the Minimum Specifications Limitation.

5
6 Here is the specific clinical reason for our decision: We have a
7 request to cover an artificial arm for your child. The information
8 we have indicates your child was born with parts of his arm
9 missing. We reviewed your health plan medical criteria and your
10 health plan benefit document for coverage of artificial arms. Your
11 health plan covers artificial arms that meet the minimum
12 specifications for your child's needs. The artificial arm requested
13 exceeds the benefit provided under your health plan. Therefore,
14 your health plan will not cover the requested device at this time.

15 38. Pursuant to its practice, United did not identify an alternate device that
16 met Mr. Trujillo's functional needs. The denial letter did not state whether an
17 alternative prosthetic device would meet the minimum specifications for Logan's
18 functional needs and what device that would be.

19 39. And while United only reviewed and rejected Logan's request for a
20 socket device, it denied the request for the entire device and did so without specifying
21 whether the other components were covered or not.

22 40. Ms. Harden appealed United's denial of the prosthetic device for Logan.
23 On October 21, 2016, United Medical Director Gale Browning, M.D., reviewed the
24 claim, and upheld the denial under CDG.018.06 stating:

25 The requested prosthesis includes many features that exceed
26 Logan's basic needs. Per your health plan, benefits are available
27 for the most cost-effective prosthesis that would meet Logan's
28 needs.

41. Logan's physician thereafter wrote him a new prescription, and Logan's
prosthetists put together a new detailed written order for a less expensive prosthesis.

1 Logan’s prosthetists also provided further documentation and letters explaining why
2 a basic, passive prostheses did not meet Logan’s needs.

3 42. Logan’s prosthetists then submitted this less expensive claim to United,
4 but United again denied the claim. A letter from United Medical Director George L.
5 Eisberg, M.D., stated that “[t]he prosthesis needed for your child’s arm can be
6 provided through the use of other devices than the one requested. Your health plan’s
7 criteria for coverage are not met. Therefore, the requested service is not a covered
8 benefit.”

9 43. In denying Logan’s claim on the basis of the Minimum Specifications
10 Limitation, United did not follow the plain language of the plan, or the instruction in
11 CDG.018.06, because it did not identify an alternate device that met the minimum
12 specifications of Logan’s functional needs and it denied coverage for the entire
13 device despite only deciding that one component was not covered.

14 44. United’s denial letters also failed to provide any facts or reasons
15 supporting the denials and, instead, simply made the conclusory statement that the
16 requested prosthetic device did not meet the minimum specifications for Logan’s
17 needs.

18 CLASS ACTION ALLEGATIONS

19 45. Plaintiffs bring this action on behalf of themselves and all others
20 similarly situated as a class action pursuant to Federal Rules of Civil Procedure Rule
21 23. Pursuant to Rule 23(b)(1) and (b)(2), Plaintiffs seek certification of the following
22 class:

23 All persons covered under United plans, governed by ERISA,
24 self-funded or fully insured, whose requests for prosthetic arm
25 and leg devices have been denied during the applicable statute
26 of limitations on the basis of the Minimum Specifications
27 Limitation. Not included in this class are persons whose
28 requests for arm and leg devices have been denied for other
reasons.

46. Plaintiffs and the class members reserve the right under Federal Rule of

1 Civil Procedure Rule 23(c)(1)(C) to amend or modify the class to include greater
2 specificity, by further division into subclasses, or by limitation to particular issues.

3 47. This action has been brought and may be properly maintained as a class
4 action under the provisions of Federal Rules of Civil Procedure Rule 23 because it
5 meets the requirements of Rule 23(a) and Rule 23(b)1 and (b)(2).

6 **A. Numerosity**

7 48. The potential members of the proposed class as defined are so numerous
8 that joinder of all the members of the proposed class is impracticable. While the
9 precise number of proposed class members has not been determined at this time,
10 Plaintiffs are informed and believe that there are a substantial number of individuals
11 covered under United plans who have been similarly affected.

12 **B. Commonality**

13 49. Common questions of law and fact exist as to all members of the
14 proposed class.

15 **C. Typicality**

16 50. The claims of the named Plaintiffs are typical of the claims of the
17 proposed class. Plaintiffs and all members of the class are similarly affected by
18 Defendants' wrongful conduct.

19 **D. Adequacy of representation**

20 51. Plaintiffs will fairly and adequately represent and protect the interests of
21 the members of the proposed class. Counsel who represent Plaintiffs are competent
22 and experienced in litigating large and complex class actions.

23 **E. Superiority of class action**

24 52. A class action is superior to all other available means for the fair and
25 efficient adjudication of this controversy. Individual joinder of all members of the
26 proposed class is not practicable, and common questions of law and fact exist as to all
27 class members.

28 53. Class action treatment will allow those similarly situated persons to

1 litigate their claims in the manner that is most efficient and economical for the parties
2 and the judicial system. Plaintiffs are unaware of any difficulties that are likely to be
3 encountered in the management of this action that would preclude its maintenance as
4 a class action.

5 **F. Rule 23(b) requirements**

6 54. Inconsistent or varying adjudications with respect to individual members
7 of the class would establish incompatible standards of conduct for Defendants.

8 55. Adjudications with respect to individual class members would be
9 dispositive of the interests of the other members not parties to the individual
10 adjudications or would substantially impair or impede their ability to protect their
11 interests.

12 56. Defendants have acted or refused to act on grounds generally applicable
13 to the class, thereby making appropriate final injunctive relief or corresponding
14 declaratory relief with respect to the class as a whole.

15 **FIRST CLAIM FOR RELIEF**
16 **DENIAL OF PLAN BENEFITS AND FOR CLARIFICATION OF RIGHTS**
17 **UNDER AN ERISA PLAN [29 U.S.C. § 1132(a)(1)(B)]**

18 57. Plaintiffs and the class members repeat and re-allege each and every
19 allegation set forth in all of the foregoing paragraphs as if fully set forth herein.

20 58. 29 U.S.C. § 1132(a)(1)(B) entitles Plaintiffs to recover benefits due and
21 to enforce and clarify their rights to the benefits at issue.

22 59. As set forth above, United has denied requests for prosthetic arm and leg
23 devices based on the Minimum Specifications Limitation set forth in the plans and
24 CDG.018.06. Despite the plain language of the provision, United has followed a
25 practice of denying prosthetic arm and leg devices without identifying an alternative
26 prosthetic device that meets the member's functional needs. United's notices of
27 adverse benefit determinations denying coverage under the Minimum Specifications
28 Limitation have not stated whether an alternative prosthetic device would meet the

1 minimum specifications for the member's functional needs and what device that
2 would be. In addition to the foregoing, when United claim reviewers deny coverage
3 for a prosthetic device based on the Minimum Specifications Limitation, they do so
4 for a particular component of the prosthetic device without specifying whether the
5 other components of the device are covered.

6 60. United denied Plaintiff David Trujillo's request for a prosthetic leg
7 device based on the Minimum Specifications Limitation set forth in his plan and
8 CDG.018.06. In doing so, United did not follow the plain language of the plan, or the
9 instruction in CDG.018.06, because it did not identify an alternate device that met the
10 minimum specifications of Mr. Trujillo's functional needs and it denied coverage for
11 the entire device despite deciding that only one component was not covered.

12 61. Mr. Trujillo has exhausted his administrative remedies, as alleged above.

13 62. United denied Plaintiff Deanna Harden's request for her son's prosthetic
14 arm device based on the Minimum Specifications Limitation set forth in his plan and
15 CDG.018.06. In doing so, United did not follow the plain language of the plan, or the
16 instruction in CDG.018.06, because it did not identify an alternate device that met the
17 minimum specifications of Logan's functional needs and it denied coverage for the
18 entire device despite deciding that only one component was not covered.

19 63. Ms. Harden has exhausted her administrative remedies, as alleged
20 above.

21 64. Based on the foregoing, Plaintiffs and the class members seek the
22 payment of medical expenses, interest thereon, a clarification of rights, and attorneys
23 fees.

24 **SECOND CLAIM FOR RELIEF**
25 **BREACH OF FIDUCIARY DUTY AND EQUITABLE RELIEF UNDER AN**
26 **ERISA PLAN [29 U.S.C. § 1132(a)(3)]**

27 65. Plaintiffs and the class members repeat and re-allege each and every
28 allegation set forth in all of the foregoing paragraphs as if fully set forth herein.

1 66. As alleged herein, United has acted as an ERISA fiduciary with respect
2 to the administration and claims decisions under United plans and, in particular, has
3 acted an ERISA fiduciary in denying requests for prosthetic arm and leg devices, as
4 alleged herein.

5 67. United has improperly denied Plaintiffs' and the class members'
6 requests for prosthetic arm and leg devices by denying claims based on the Minimum
7 Specifications Limitation without identifying an alternative prosthetic device that
8 meets the member's functional needs. Additionally, when United claim reviewers
9 deny coverage for a prosthetic device based on the Minimum Specifications
10 Limitation, they do so for a particular component of the prosthetic device without
11 specifying whether the other components of the device are covered. .

12 68. United has also violated ERISA by failing to establish and maintain
13 reasonable claims procedures required by 29 C.F.R. 2560.503-1(b) because it fails to
14 apply the plain terms of the Minimum Specifications Limitation as recited in its own
15 CDG.018.06.

16 69. Additionally, United has violated ERISA claim procedures for
17 providing notice of adverse benefit determinations as required by 29 U.S.C. section
18 1133 and 29 C.F.R. 2560.503-1(g) for denials of prosthetic arm and leg devices
19 under CDG.018.06. United's notices of adverse benefit determinations denying
20 coverage under the Minimum Specifications Limitation have not stated whether an
21 alternative prosthetic device would meet the minimum specifications for the
22 member's functional needs and what device that would be. Nor have the notices
23 specified whether certain components of a requested device are covered..

24 70. Pursuant to 29 U.S.C. § 1132(a)(3), Plaintiffs and the class members
25 seek declaratory, equitable and remedial relief as follows:

26 a. An order declaring that United's denials of claims for prosthetic
27 arm and leg devices made under the Minimum Specifications Limitation set forth in
28

1 the plans and CDG.018.06 have been erroneously made and without adequate notices
2 of adverse benefit determination as required by ERISA;

3 b. An injunction requiring United to revise the language of
4 CDG.018.06 to require an identification of alternate device that meets the member's
5 functional needs;

6 c. An injunction requiring United to adopt and utilize proper claims
7 procedures for the consideration of claims prosthetic arm and leg devices under the
8 Minimum Specifications Limitation set forth in the plans and CDG.018.06, including
9 the use of proper notices of adverse benefit determination;

10 d. An injunction requiring United to reevaluate and reprocess
11 Plaintiffs' and class members' claims under revised procedures compliant with the
12 provisions of ERISA;

13 e. An injunction requiring United to provide notice to all class
14 members of the reevaluation and reprocessing in the form and manner required by
15 ERISA;

16 f. An accounting of any profits made by United from the monies
17 representing the improperly denied claims and disgorgement of any profits;

18 g. Such other equitable and remedial relief as the Court may deem
19 appropriate; and

20 h. Attorneys fees in an amount to be proven.

21 **REQUEST FOR RELIEF**

22 Wherefore, Plaintiffs and the class members pray for judgment against United
23 as follows:

24 1. Benefits denied Plaintiffs in an amount to be proven at trial, including
25 interest;

26 2. A clarification of rights to future benefits under the plan for all class
27 members;

28 3. Injunctive and declaratory relief, as described above;

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4. An accounting of any profits made and retained through the improper denial of claims and disgorgement of any profits;

5. Attorneys’ fees; and

6. Such other equitable and remedial relief as the Court may deem just and proper.

DATED: September 24, 2018

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