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Peggy Roach

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

PEGGY ROACH,

Plaintiff,
vs.

KAISER PERMANENTE FLEXIBLE
BENEFITS PLAN and
METROPOLITAN LIFE INSURANCE
COMPANY,

Defendants.

No.
COMPLAINT FOR
ERISA BENEFITS AND
FOR VIOLATION OF THE
CALIFORNIA INSURANCE

Comes now plaintiff alleging of defendant as follows:

Jurisdiction

1. This suit seeks review of a wrongful termination of benefits under a long term disability plan covered by ERISA, 28 U.S.C. 1132. Federal jurisdiction arises under 28 U.S.C. 1132(f).

First Claim for Relief - ERISA Benefits

2. Plaintiff Peggy Roach participates in the Kaiser Permanente Flexible Benefit Plan, which is regulated by ERISA. The plan is funded, in relevant part, by a group long-term disability insurance policy issued by defendant Metropolitan Life Insurance Company (hereafter, "MetLife").

1 The plan, and Ms. Roach both reside within this judicial district.

2
3 3. Defendant Metropolitan Life Insurance Company (“MetLife”) is an insurance
4 company which acts as the claims administrator of the plan, insures the plan and made the decisions
5 concerning the claim in issue.

6
7 4. Plaintiff became disabled in 2001, during her employment by Kaiser Permanente
8 and while covered under the Plan. The Plan provides for payment in the event of disability. This
9 disability was paid, for various periods of time, as claim no. 21304013502.

10
11 **Long Term Disability Claim**

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13 5. Plaintiff applied for long term disability benefits under the plan. The plan paid
14 some benefits but then terminated payment on May 31, 2003. Plaintiff filed suit on September 1,
15 2004 in the U.S. District Court, Central District of California, Case No. SACV04-1081 JVS. The
16 parties filed a stipulation regarding payments of plaintiff’s benefits on May 20, 2005 and benefits
17 were reinstated. That order was entered on May 23, 2005.

18
19 6. Benefits were then paid until January 18, 2012 when they were terminated.
20 Following an administrative appeal, on October 16, 2014, Metlife approved benefits as of January
21 31, 2012, contending this was a new claim, and imposing a new 90 day elimination period. Metlife
22 assigned a new claim number, 701406248320. In fact, benefits should have been approved as a
23 continuation of the original claim from 2001. Thus, Metlife also found Ms. Roach “unable to
24 perform the duties of any occupation,” which is the wrong definition of disability for a new claim,
25 and is only consistent with the 2014 decision being a continuation of the old claim. Because Metlife
26 treated this as a new claim, in addition to imposing the 90 day waiting period, Metlife miscalculated
27 the benefit due, and has significantly underpaid it.

1 7. As a proximate result thereof plaintiff has been damaged by the loss of benefits,
2 and underpayment of them, from January 18, 2012, to the present and continuing into the future.

3
4 8. Plaintiff has been compelled to retain counsel to collect the benefits owed, and is
5 entitled to reasonable attorneys fees under ERISA in an amount dependent upon the extent of
6 litigation required and estimated at \$150,000 through trial.

7
8 Wherefore, plaintiff prays for relief as set forth below.

9
10 **Prayer for Relief**

11
12 Wherefore, plaintiff prays for relief as follows:

- 13
14 1. For benefits due under the Plan according to proof, and prejudgment interest
15 thereon;
16
17 2. For attorneys fees of \$150,000 or according to proof; and
18
19 3. For such other relief as the court deems just and proper.
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21 Dated: March 20, 2015 /s/ Laurence F. Padway
22 Laurence F. Padway
23 Attorney for plaintiff
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