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13 Attorneys for Plaintiff Ryan S., individually and on behalf  
of all others similarly situated

14  
15 **UNITED STATES DISTRICT COURT**  
16 **CENTRAL DISTRICT OF CALIFORNIA**  
17 **SOUTHERN DIVISION**

18 RYAN S., individually and on behalf of all  
19 others similarly situated,

20 Plaintiffs,

21 v.

22 UNITEDHEALTH GROUP, INC., a  
Delaware corporation;  
23 UNITED HEALTHCARE SERVICES,  
INC., a Minnesota corporation;  
24 UNITED HEALTHCARE INSURANCE  
COMPANY, a Connecticut corporation;  
25 UHC OF CALIFORNIA, a California  
corporation;  
26 UNITED HEALTHCARE SERVICES  
LLC, a Delaware limited liability company;  
27 UNITED BEHAVIORAL HEALTH, INC.,  
a California corporation;

Case No.

**CLASS ACTION**

**COMPLAINT FOR  
VIOLATIONS OF ERISA**

1 OPTUMINSIGHT, INC., a Delaware  
2 corporation;  
3 OPTUM SERVICES, INC, a Delaware  
4 corporation; and  
5 OPTUM, INC., a Delaware corporation,  
6  
7 Defendants.

8 Plaintiff Ryan S., individually and on behalf of all others similarly situated,  
9 herein complains against Defendants UnitedHealth Group, Inc., United HealthCare  
10 Services, Inc., United HealthCare Insurance Company, UHC of California, United  
11 HealthCare Services LLC, United Behavioral Health, Inc., OptumInsight, Inc.,  
12 Optum Services, Inc. and Optum, Inc., as follows:

13 **INTRODUCTION**

14 1. Now, as never before, there is a critical need for access to treatment for  
15 substance use disorders. The Substance Abuse and Mental Health Services  
16 Administration (SAMHSA) estimates that in 2014, 20.2 million adult Americans, or  
17 8.4 percent of the adult population suffered from a substance use disorder within the  
18 past year.<sup>1</sup> According to the President’s Commission on Combatting Drug  
19 Addiction and the Opioid Crisis (November 2017), heroin overdose deaths increased  
20 four-fold from 2010 to 2015, while overdose deaths due to prescription opioids  
21 consistently outpaced even the disturbingly high heroin overdose rates.<sup>2</sup> Drug  
22 overdoses now cause more deaths than either car accidents or guns, and those  
23 suffering from substance use disorders are at the highest risk.

24 2. On average, 130 Americans die every day from an opioid overdose.  
25 The opioid crisis has and continues to destroy lives and devastate families and  
26

27 <sup>1</sup> See Rachel N. Lipari & Struther L. Van Horn, Trends in Substance Use Disorders  
28 in Adults 18 and Older (June 29, 2017), retrieved on May 23, 2019 from  
[https://www.samhsa.gov/data/sites/default/files/report\\_2790/ShortReport-2790.html](https://www.samhsa.gov/data/sites/default/files/report_2790/ShortReport-2790.html).

<sup>2</sup> See President’s Commission on Combatting Drug Addiction and the Opioid  
Crisis, Final Report, at p. 32, retrieved on May 23, 2019 from  
[https://www.whitehouse.gov/sites/whitehouse.gov/files/images/Final\\_Report\\_Draft\\_11-15-2017.pdf](https://www.whitehouse.gov/sites/whitehouse.gov/files/images/Final_Report_Draft_11-15-2017.pdf).

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1 communities. It is the deadliest drug crisis in United States history and it is only  
2 getting worse.<sup>3</sup> In 2017 alone, California lost 2,196 lives to the opioid epidemic.<sup>4</sup>  
3 Timely access to life-sustaining and life-saving treatment and continuing care for  
4 substance use and mental health disorders is critical to preventing these deaths and  
5 allowing people to achieve long-term recovery and to return to their families, friends  
6 and communities as healthy, productive and contributing members of society.<sup>5</sup>

7 3. Addiction is recognized as a chronic, relapsing brain disorder  
8 characterized by compulsive drug seeking, continued use despite harmful  
9 consequences, and long-lasting changes in the brain. Addiction is considered both a  
10 complex brain disorder and a mental illness. The brain changes can be long lasting  
11 and can lead to many harmful, often self-destructive, behaviors. Addiction is the  
12 most severe form of a full spectrum of substance use disorders, and is a medical  
13 illness caused by repeated misuse of a substance or substances.<sup>6</sup> Without treatment

14  
15 <sup>3</sup> See Centers for Disease Control and Prevention, Understanding the Epidemic,  
16 retrieved on May 28, 2019 from  
<https://www.cdc.gov/drugoverdose/epidemic/index.html>.

17 <sup>4</sup> See California Department of Public Health, Patterns of Opioid-Related Overdose  
18 Deaths in California, 2011-2017 (March 2019), retrieved on June 12, 2019 from  
[https://www.cdph.ca.gov/Programs/CCDCPHP/DCDIC/SACB/CDPH%20Document%20Library/Prescription%20Drug%20Overdose%20Program/Injury%20Data%20Brief%20Opioid%20Overdose%20Deaths%202011-2017\\_ADA.pdf](https://www.cdph.ca.gov/Programs/CCDCPHP/DCDIC/SACB/CDPH%20Document%20Library/Prescription%20Drug%20Overdose%20Program/Injury%20Data%20Brief%20Opioid%20Overdose%20Deaths%202011-2017_ADA.pdf).

19 <sup>5</sup> The human impact of the opioid epidemic – from babies born dependent, the  
20 emotional toll on individuals with a substance use disorder, and that of their families  
21 and communities, to the tens of thousands of lives cut short each year – has been  
22 tremendous. Now, reports show that the economic impact has been just as shocking,  
23 with the drug crisis costing the U.S. economy \$1 trillion since 2001 and likely to  
24 cost the economy an additional \$500 billion by 2020 if the current rates of addiction  
and overdose remain steady. See Altarum, Solutions to Advance Health: Economic  
Toll of Opioid Crisis in U.S. Exceeded \$1 Trillion Since 2001 (February 13, 2018),  
retrieved on June 5, 2019 from <https://altarum.org/news/economic-toll-opioid-crisis-us-exceeded-1-trillion-2001>.

25 <sup>6</sup> See National Institute of Drug Addiction, The Science of Drug Use and Addiction:  
26 The Basics, retrieved on May 29, 2019 from  
<https://www.drugabuse.gov/publications/media-guide/science-drug-use-addiction-basics>;  
27 see also, American Society of Addiction Medicine, Public Policy Statement:  
28 Definition of Addiction, retrieved on June 13, 2019 from  
[https://www.asam.org/docs/default-source/public-policy-statements/1definition\\_of\\_addiction\\_long\\_4-11.pdf?sfvrsn=a8f64512\\_4](https://www.asam.org/docs/default-source/public-policy-statements/1definition_of_addiction_long_4-11.pdf?sfvrsn=a8f64512_4).

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1 and engagement in recovery activities, addiction is progressive and can result in  
2 unemployment, homelessness, disability and premature death.

3 4. Substance use disorder treatment is difficult and the challenges of  
4 recovery from addiction are many, which can involve cycles of recurrence and  
5 remission before long-term recovery is realized. Timely access to treatment and  
6 continuing care, including detoxification and residential treatment, intensive  
7 outpatient and outpatient services, counseling and behavioral therapies, social  
8 support and supportive sober living environments, are critical for people to recover  
9 from addiction and reclaim active and meaningful lives. Clinical laboratory services  
10 are recognized as an appropriate and important diagnostic procedure in substance  
11 use disorder and mental health treatment as such services promote prevention,  
12 diversion, early detection, and lifelong recovery from addiction. Such testing is  
13 designed to provide accurate results that help physicians and treatment clinicians  
14 create a scientifically designed drug monitoring strategy for optimal treatment  
15 outcomes, which includes testing for accurate prescription therapy and medication  
16 assisted treatment.<sup>7</sup>

17 5. Families and individuals purchase health insurance to help cover the  
18 costs of health care, including the costs of substance use disorder and mental health  
19 treatment. Health insurance is supposed to provide people with peace of mind and  
20 security, and provide them with access and options for life-sustaining and life-  
21 saving health care while preventing families and individuals from experiencing  
22 financial crises, such as bankruptcy or home foreclosure, or being forced to choose  
23 between paying for rent, utilities and food or paying for necessary health care costs.

24  
25 \_\_\_\_\_  
26 <sup>7</sup> See American Society of Addiction Medicine, Public Policy Statement on Drug  
27 Testing as a Component of Addiction Treatment and Monitoring Programs and in  
28 <https://www.asam.org/docs/default-source/public-policy-statements/1drug-testing---clinical-10-10.pdf>.

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1           6.       Traditionally, insurers and employers have covered treatment for  
2 mental health conditions, including substance use disorders, less favorably than  
3 treatment for physical health conditions, including higher cost-sharing obligations  
4 for patients, more restrictive limits on the number of inpatient days and outpatient  
5 visits, and more onerous prior authorization requirements. To address this unequal  
6 treatment, Congress first passed a mental health parity law in 1996, and many states  
7 followed suit in the following decade by passing laws of their own. Among other  
8 limitations, however, the 1996 act did not address the treatment of substance use  
9 disorders. Congress addressed this gap in passing the historic Paul Wellstone and  
10 Pete Domenici Mental Health Parity and Addiction Equity Act of 2008 (MHPAEA),  
11 42 U.S.C. § 300gg-26, which, among other things, prohibits most plans governed by  
12 the Employee Retirement Income Security Act of 1974 (“ERISA”), 29 U.S.C. §§  
13 1001 *et seq.*, from imposing different treatment limits, cost-sharing and in-network  
14 and out-of-network coverage on mental health and substance use disorder treatment  
15 than are imposed on other medical and surgical services.<sup>8</sup> Furthermore, ERISA  
16 requires fiduciaries to act solely in the interests of plan participants and  
17 beneficiaries, and to decide claims for health care benefits in accordance with plan  
18 documents and under a full and fair procedure.

19           7.       The Patient Protection and Affordable Care Act of 2010 (“PPACA”),  
20 42 U.S.C. §§ 18001, *et seq.*, also known as the Affordable Care Act or Obamacare,  
21 requires a range of health plans, both inside and outside of the exchanges, to provide  
22 a core package of essential health benefits including mental health and substance use  
23

24 \_\_\_\_\_  
25 <sup>8</sup> California has its own Mental Health Parity Act (“MHPA”), codified in Insurance  
26 Code section 10144.5 and Health and Safety Code section 1374.72, which, like the  
27 MHPAEA, requires mental health care coverage to be provided “under the same  
28 terms and conditions applied to other medical conditions.” California law also  
requires health care plans to “provide all covered mental health and substance use  
disorder benefits in compliance with the [MHPAEA] and all rules, regulations, and  
guidance issued” pursuant to federal laws. Cal. Ins. Code §§ 10144.4, 10112.27;  
Cal. Health & Safety Code § 1374.76.

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1 disorder services and laboratory services. 42 U.S.C. § 18022. The PPACA extends  
2 the impact of the MHPAEA so that many health plans must offer coverage for  
3 mental health and substance use disorder services and laboratory services with at  
4 least an equal level of benefits as the plans offer for the treatment of medical and  
5 surgical benefits. However, as President Donald J. Trump’s commission on the  
6 opioid crisis wrote in its November 2017 report, “health insurers are not following  
7 the federal law requiring parity in the reimbursement for mental health and addiction  
8 [;] [t]hey must be held responsible.”<sup>9</sup>

9 8. Despite these statutory requirements, and the obvious individual and  
10 public health interests in timely access to and coverage for substance use disorder  
11 and mental health treatment, Defendants UnitedHealth Group, Inc. and its  
12 subsidiaries United HealthCare Services, Inc., United HealthCare Insurance  
13 Company, UNC of California, United HealthCare Services LLC, United Behavioral  
14 Health, Inc., OptumInsight, Inc., Optum Services, Inc. and Optum, Inc. (collectively  
15 “Defendants” or “UnitedHealthcare”), are engaged in unfair, unreasonable,  
16 incomplete and systematic policies, practices and decisions that have and continue  
17 to result in the unlawful denial, underpayment, delay and/or flat-out refusal to  
18 authorize and decide access, coverage and claims for substance use disorder and  
19 mental health treatment of patients whose ERISA plans promise, and the law  
20 requires, access to and coverage for such services and benefits. UnitedHealthcare’s  
21 systematic practices have and continue to also result in restrictive prior authorization  
22 requirements and restrictive limits on the number of substance use disorder  
23 treatment days and tests. UnitedHealthcare’s access, coverage and claims-handling

24  
25 <sup>9</sup> See President’s Commission on Combatting Drug Addiction and the Opioid Crisis,  
26 Final Report, at pp. 9 and 122, retrieved on May 23, 2019 from  
27 [https://www.whitehouse.gov/sites/whitehouse.gov/files/images/Final\\_Report\\_Draft\\_11-15-2017.pdf](https://www.whitehouse.gov/sites/whitehouse.gov/files/images/Final_Report_Draft_11-15-2017.pdf). Roster of Commissioners include Governor Chris Christie,  
28 Chairman, Governor Charlie Baker, Governor Roy Cooper, Congressman Patrick J. Kennedy, Professor Bertha Madras, Ph.D., Florida Attorney General Pam Bondi.

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1 policies, practices and decisions are imposing unlawful barriers between patients  
2 and life-saving substance use disorder treatment they desperately need. And  
3 UnitedHealthcare is doing this in the middle of an opioid epidemic!  
4 UnitedHealthcare’s impermissible barriers to substance use disorder treatment must  
5 be removed and UnitedHealthcare must be held responsible for placing profits over  
6 patients in a life and death situation.

7 9. This action is brought by an individual insured by UnitedHealthcare  
8 who sought and obtained critically-needed substance use disorder and mental health  
9 treatment, but because of UnitedHealthcare’s unfair, unreasonable, incomplete and  
10 systematic access, coverage and claims-handling policies, practices and decisions,  
11 was unable to obtain timely access to and coverage from UnitedHealthcare for the  
12 costs of treatment. UnitedHealthcare’s policies, practices and decisions as a whole  
13 are at issue in this action. As detailed herein, UnitedHealthcare’s access, coverage  
14 and claims-handling policies, practices and decisions for substance use disorder and  
15 mental health treatment violate ERISA, including ERISA’s loyalty and mental  
16 health and substance use disorder parity provisions, as well as the governing plan  
17 documents. This action is of local and national importance.

18 10. Plaintiff seeks, *inter alia*, an order declaring UnitedHealthcare’s access,  
19 coverage and claims-handling policies, practices and decisions described herein to  
20 be in violation of ERISA, including ERISA’s loyalty and mental health and  
21 substance use disorder parity provisions, as well as the governing plan documents;  
22 an order requiring UnitedHealthcare to reevaluate all claims of Class Members who  
23 received substance use disorder and mental health treatment and laboratory services  
24 under an ERISA-compliant procedure and, where warranted, to pay the correct  
25 amounts on claims that were not paid or that were underpaid in violation of ERISA  
26 and the plan documents; an order requiring UnitedHealthcare to remove its unlawful  
27 barriers to access to substance use disorder treatment and services; an order  
28 requiring UnitedHealthcare to disgorge the profits it has realized by virtue of its

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1 violations of ERISA and other fiduciary breaches; an order awarding Plaintiff  
2 reasonable attorney’s fees and costs; and other injunctive and appropriate equitable  
3 relief to remedy UnitedHealthcare’s violations of ERISA and other fiduciary  
4 breaches.

5 **JURISDICTION AND VENUE**

6 11. This action is brought under 29 U.S.C. §§ 1132(a), (e), (f), and (g) of  
7 ERISA, as it involves breaches of fiduciary duty under employee benefit health  
8 plans regulated and governed under ERISA. Jurisdiction is predicated under these  
9 Code sections as well as 28 U.S.C. § 1331, as this action involves a federal question.

10 12. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391  
11 because a substantial part of the events or omissions giving rise to the claims alleged  
12 herein occurred in this judicial district and because UnitedHealthcare conducts a  
13 substantial amount of business in this judicial district. Venue is also proper in this  
14 judicial district pursuant to 29 U.S.C. § 1132(e)(2) (special venue rules applicable to  
15 ERISA actions) because the subject claims were administered in this judicial  
16 district, the breach took place in this judicial district, UnitedHealthcare regularly  
17 communicates with members/insureds who reside in this judicial district,  
18 UnitedHealthcare regularly communicates with health care providers who render  
19 substance use disorder and mental health treatment services to the members/insureds  
20 in this judicial district, and/or UnitedHealthcare is found in this judicial district.

21 **PARTIES**

22 13. Plaintiff Ryan S. (“Plaintiff”) is a citizen of the State of California and  
23 currently resides in Encinitas, California. During times relevant herein, Plaintiff  
24 resided and received treatment for a substance use disorder at an out-of-network  
25 program located in Orange County, California. Plaintiff is a participant/beneficiary  
26 in group health plan (Group No.: 193843; Member ID.: 003101379) governed by  
27 ERISA and insured and administered by UnitedHealthcare. The plan pays benefits  
28 for out-of-network substance use disorder and mental health treatment, including,



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1 but not limited to, detoxification and residential treatment, partial hospitalization,  
2 intensive outpatient and outpatient treatment, counseling and behavioral therapies,  
3 and clinical laboratory services, at seventy percent (70%) of covered charges.

4 14. On information and belief, Defendant UnitedHealth Group Inc.  
5 (“UHG”) is a Delaware corporation which conducts insurance operations throughout  
6 California. UHG issues health insurance and issues, administers, and makes  
7 coverage and benefit determinations, and develops and applies guidelines in making  
8 these benefit determinations related to ERISA health care plans nationally through  
9 its various wholly-owned and controlled subsidiaries, including, but not limited to,  
10 Defendants United HealthCare Services, Inc., United HealthCare Insurance  
11 Company, UNC of California, United HealthCare Services LLC, United Behavioral  
12 Health, Inc., OptumInsight, Inc., Optum Services, Inc. and Optum, Inc. UHG  
13 operates as and owns the trademark “UnitedHealthcare.”

14 15. On information and belief, Defendant United HealthCare Services, Inc.  
15 (“UHS”) is a Minnesota corporation which conducts insurance operations  
16 throughout California. UHS provides health benefit programs for individuals and  
17 families, employers, military service personnel, retirees and their families, and  
18 serves as the operating division of UHG and its subsidiaries and affiliates.

19 16. On information and belief, Defendant United Healthcare Insurance  
20 Company (“UHI”) is a Connecticut corporation which conducts insurance  
21 operations throughout California. UHI underwrites many of the UnitedHealthcare  
22 individual and family insurance products and participates in the claims  
23 administration process related to plans insured and/or administered by UHG and its  
24 subsidiaries and affiliates.

25 17. On information and belief, Defendant UHC of California d/b/a United  
26 Health Care of California (“UHCC”) is a California corporation located in Cypress,  
27 California. UHCC conducts administration process and coverage determinations on  
28 plans insured/administered by UHG and its subsidiaries and affiliates.

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1 18. On information and belief, Defendant UnitedHealthcare Service LLC  
2 (“UHSLLC”) is a Delaware limited liability company with its principal office in  
3 Cypress, California. UHSLLC provides administrative, financial and managerial  
4 services to UHG and its subsidiaries and affiliates.

5 19. On information and belief, Defendant United Behavioral Health, Inc.  
6 (“UBH”) is a California corporation with its principal place in San Francisco,  
7 California. UBH provides and/or manages mental health and substance use disorder  
8 benefits for members/insureds of UHG and its subsidiaries and affiliates, and is  
9 responsible for making benefit coverage determinations for mental health and  
10 substance use disorder services that are provided to said members/insureds. UBH  
11 sometimes operates as OptumHealth Behavioral Solutions and under the brand name  
12 Optum U.S. Behavioral Health, California, doing business as OptumHealth  
13 Behavioral Solutions of California.

14 20. On information and belief, Defendant OptumInsight, Inc. (“OII”) is a  
15 Delaware corporation which conducts insurance operations throughout California.  
16 OII, formerly known as Ingenix, provides health care data management for UBH  
17 and its subsidiaries and affiliates.

18 21. On information and belief, Defendant Optum Services, Inc. (“Optum”)  
19 is a Delaware corporation which conducts insurance operations throughout  
20 California. Optum is a health services business serving the health care marketplace,  
21 including payers and health care providers, and provides shared claim handling and  
22 processing services for UHG and its subsidiaries and affiliates. Optum sometimes  
23 operates as Optum and Optum Shared Solutions.

24 22. On information and belief, Defendant Optum, Inc. (“OI”) is a Delaware  
25 corporation which conducts insurance operations throughout California. OI is a  
26 health services business serving the health care marketplace, including payers and  
27 UHG and its subsidiaries and affiliates, through its OptumHealth, OptumInsight and  
28 OptumRx businesses.

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1           23. Each of the Defendants is, and was at all times relevant to this action,  
2 the agent, servant, representative, or alter ego of each of the other Defendants, and  
3 in doing the things hereinafter alleged, each of the Defendants was acting in the  
4 scope of its authority as such agent, servant, representative, or alter ego, and with  
5 the permission and consent of each of the other Defendants. Plaintiff is informed  
6 and believes, and based thereon alleges, that a unity of interest and ownership exists  
7 between the Defendants, and that Defendants share common ownership,  
8 management, places of business and operate as a single enterprise.

9           24. Defendants (collectively “UnityedHealthcare”), at all times relevant to  
10 this action, engaged in fiduciary activities within the meaning of ERISA by, among  
11 other things, insuring, administering and deciding substance use disorder and mental  
12 health claims under the governing ERISA plan documents.

13           25. Each Defendant breached its duties as an ERISA fiduciary under  
14 ERISA Section 404, 29 U.S.C. § 1104, and/or knowingly participated in the  
15 fiduciary breaches of the other Defendants, furthered their breaches or knowingly  
16 failed to correct those breaches, in violation of ERISA Section 405, 29 U.S.C. §  
17 1105.

18                           **ERISA AND MENTAL HEALTH AND**  
19                           **SUBSTANCE USE DISORDER PARITY**

20           26. ERISA is a remedial statute designed to “protect . . . the interests of  
21 participants in employee benefit plans and their beneficiaries” by setting forth  
22 “standards of conduct, responsibility, and obligation for fiduciaries of plans.” 29  
23 U.S.C. § 1001(b). To that end, ERISA mandates that plan fiduciaries operate plans  
24 prudently and in the sole interests of the plan participants and beneficiaries, for the  
25 exclusive purpose of providing benefits to the participants and beneficiaries and  
26 defraying reasonable plan expenses, and in accordance with plan terms to the extent  
27 that the terms do not otherwise conflict with ERISA. 29 U.S.C. § 1104(a)(1)(A),  
28 (B), (D). ERISA also requires plan fiduciaries to provide both adequate written

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1 notice of the reasons for any denial of benefits and the opportunity to obtain full and  
2 fair review of any denial. *Id.* § 1133. Moreover, as relevant here, ERISA empowers  
3 plan participants and beneficiaries to sue in federal court to enjoin any act that  
4 violates Title I of ERISA or the terms of the plan, or to obtain other appropriate  
5 equitable relief to remedy any such violation or to enforce any or the provision of  
6 Title I or the terms of the plan. *Id.* § 1132(a)(3).

7 27. In addition, ERISA contains provisions that mandate parity in mental  
8 health and substance use disorder benefits, which were enacted as part of the  
9 MHPAEA and expanded in the PPACA. These provisions require that any benefits  
10 for mental health and substance use disorders offered under an ERISA-covered  
11 health care plan are on a par with other medical and surgical benefits. 29 U.S.C. §  
12 1185a. MHPAEA forbids plans and plan fiduciaries from imposing more restrictive  
13 financial requirements, such as deductions and copayments and treatment limitations  
14 on mental health and substance use disorder benefits than on other medical and  
15 surgical benefits. *Id.* at § 1185a(a)(3)(A)((i)-(ii), (B)(i). “The term ‘treatment  
16 limitation’ includes limits on the frequency of treatment, number of visits, days of  
17 coverage, or other similar limits on the scope or duration of treatment.” *Id.* at §  
18 1185a(a)(3). Additionally, the MHPAEA regulations explain that ERISA’s parity  
19 requirements bar not only “quantitative” treatment limitations, which are “expressed  
20 numerically,” but also “nonquantitative” treatment limitations, which “otherwise  
21 limit the scope or duration of benefits for treatment under a plan.” 29 C.F.R. §  
22 2590.712(a).

23 **STATEMENT OF THE CASE**

24 **Plaintiff’s Treatment**

25 28. Plaintiff is a person in recovery from a substance use disorder. In or  
26 around October 2016, Plaintiff sought and was admitted into treatment for a  
27 substance use and mental health disorder at an out-of-network outpatient treatment  
28 program in Orange County, California. Plaintiff successfully completed the

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1 program on or about November 17, 2017. Thereafter, Plaintiff had a substance use  
2 disorder recurrence and, in or around September 2018, Plaintiff sought and was  
3 admitted into treatment at an out-of-network detoxification and residential treatment  
4 facility in Riverside County, California, followed with continuing care at an out-of-  
5 network outpatient treatment program in San Diego County, California. Plaintiff’s  
6 treatment included, but was not limited to, detoxification and residential treatment,  
7 partial hospitalization (“PHP”), intensive outpatient (“IOP”), outpatient (“OP”),  
8 counseling, behavioral therapies, case management services, and clinical laboratory  
9 services.

10 29. UnitedHealthcare’s substance use disorder and mental health access,  
11 coverage and claims-handling policies, practices and decisions as a whole violate  
12 ERISA and the plan documents. For instance, Plaintiff is informed and believes,  
13 and based thereon alleges, that UnitedHealthcare refused to authorize access and  
14 coverage for detoxification and residential substance use disorder treatment because  
15 the facility did not have an *optional* state incidental medical license.<sup>10</sup> Plaintiff is  
16 also informed and believes, and based thereon alleges, that UnitedHealthcare  
17 required pre-authorization for PHP and IOP treatment and then limited the number

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25 <sup>10</sup> Cal. Health & Safety Code § 11834.026(a). Moreover, California law provides  
26 that health insurers may not “in any manner ... direct, participate in, or control the  
27 selection of the hospital or health facility ... from who the insured secures services  
28 ... except that an insurer may negotiate and enter into contracts for alternative rates  
of payment with institutional providers, and offer the benefit of these alternative  
rates to insures who select these providers.” Cal. Ins. Code § 10133.

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1 of treatment days at each level of care.<sup>11</sup> Plaintiff is further informed and believes,  
 2 and based thereon alleges, that UnitedHealthcare reimbursed PHP and IOP levels of  
 3 care at two percent (2%) of covered charges. Moreover, Plaintiff is informed and  
 4 believes, and based thereon alleges, that UnitedHealthcare refused to reimburse OP  
 5 claims and refused to reimburse claims for breathalyzer tests, counseling services  
 6 and services of treatment case managers. Further, Plaintiff is informed and believes,  
 7 and based thereon alleges, that UnitedHealthcare refused to pay for claims at all  
 8 levels of care based on purported overpayments for substance use disorder treatment  
 9 of other patients covered by other UnitedHealthcare plans. In addition, Plaintiff is  
 10 also informed and believes, and based thereon alleges, that UnitedHealthcare  
 11 refused to pay for clinical laboratory claims as either beyond the numerical  
 12 limitation and/or simply not covered or reimbursable. Plaintiff is also informed and  
 13 believes, and based thereon alleges, that UnitedHealthcare made payments on claims  
 14 based on inapplicable Medicare rates and demanded refunds on other claims that it  
 15 asserts should have been paid at inapplicable Medicare rates.<sup>12</sup> Plaintiff's treatment  
 16 authorization, coverage and claims were appealed to UnitedHealthcare to no avail  
 17 and/or the administrative remedies were exhausted or otherwise excusable as futile.

18  
 19 <sup>11</sup> Under California law, once a health insurer authorizes a specific type of treatment  
 20 covered under a plan and the provider has provided that treatment in good faith and  
 21 pursuant to the authorization, the insurer cannot rescind or modify that authorization  
 22 for any reason. Cal. Ins. Code § 796.04; Cal. Health & Safety Code § 1371.8.  
 23 Moreover, California law requires that where health insurers cannot provide their  
 24 members/insureds access to needed healthcare providers on an "in-network" basis,  
 25 the insurers shall pay any "out-of-network" provider the amounts necessary to limit  
 the out-of-pocket cost to the patient as if an in-network provider had provided the  
 same treatment and services. In effect, this makes an out-of-network provider  
 eligible to receive almost 100 percent of its billed charges. Cal. Ins. Code §  
 10133.5; Cal. Code Regs. tit. 10, § 2240.1. Further, health insurers are required to  
 reimburse health care providers at almost 100 percent of the billed charges for  
 emergency services. Cal. Ins. Code § 10112.7; Cal. Health & Safety Code § 1317;  
 Cal. Code Regs., tit. 28, § 1300.67.

26 <sup>12</sup> The California Department of Insurance found and concluded in its July 23, 2018  
 27 Order to Show Cause *In the Matter of the Certificate of Authority of Health Net Life*  
 28 *Insurance Company* (CDI File No. UPA-2016-00005), that Medicare does not  
 provide a rate for inpatient or outpatient substance use disorder treatment provider  
 charges and that substituting a bundled per diem Medicare rate for such treatment  
 charges violates state and federal parity laws.

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1           30. Plaintiff is informed and believes, and based thereon alleges, that  
2 UnitedHealthcare’s objective is to deny members/insureds access and coverage for  
3 critically-needed substance use disorder detoxification and residential treatment,  
4 limit the number of authorized PHP and IOP substance use disorder treatment days,  
5 rush the member/insured into OP substance use disorder treatment, refuse to  
6 reimburse OP claims, underpay all other substance use disorder and mental health  
7 treatment claims, and then demand refunds on paid claims and subject the remaining  
8 claims to improper cross-plan offsets and inapplicable Medicare rates, all in  
9 violation of ERISA and the plan documents and to the detriment of its  
10 members/insureds in need of life-saving substance use disorder treatment.

11           **UnitedHealthcare’s Violative Conduct**

12           31. As described herein, in an effort to increase its bottom line at the  
13 expense of plan participants and beneficiaries who have sought and received life-  
14 sustaining and life-saving treatment and continuing care for substance use and  
15 mental health disorders, UnitedHealthcare has and continues to breach its duties as  
16 an ERISA fiduciary and is engaged in at least seven behaviors that violate ERISA,  
17 including ERISA’s loyalty and mental health and substance use disorder parity  
18 provisions, as well as the governing plan documents.

19           32. First, UnitedHealthcare has and continues to refuse to authorize access  
20 and coverage for critically-needed detoxification and residential treatment for  
21 patients with substance use disorders when a facility does not have an *optional* state  
22 license. This categorical and unwarranted refusal to authorize and cover  
23 detoxification and residential treatment violates the governing plan documents,  
24 which, upon information and belief, mandate only that residential facilities obtain  
25 required state licensing, and additionally violates ERISA, including ERISA’s loyalty  
26 and mental health and substance use disorder parity provisions.

27           33. Second, UnitedHealthcare has and continues to impermissibly require  
28 members/insureds to obtain pre-authorization for two types of outpatient substance

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1 use disorder treatment – PHP and IOP – and will only authorize a limited number of  
2 days that once exceeded, results in an automatic denial of further benefits regardless  
3 of medical need. This unwarranted and restrictive pre-authorization requirement  
4 violates ERISA, including ERISA’s loyalty and mental health and substance use  
5 disorder parity provisions, as well as the governing plan documents, because, upon  
6 information and belief, UnitedHealthcare does not require pre-authorization for  
7 outpatient treatment on the medical and surgical side. Moreover, in placing a  
8 numerical limitation on the number of days of PHP and IOP substance use disorder  
9 treatment that it will authorize, UnitedHealthcare is imposing an impermissible  
10 quantitative treatment limitation that, upon information and belief, UnitedHealthcare  
11 does not place on treatment on the medical and surgical side and, as such, violates  
12 ERISA, including ERISA’s loyalty and parity provisions, as well as the plan  
13 documents.

14 34. Third, UnitedHealthcare has and continues to impermissibly refuse to  
15 pay for OP treatment for patients with substance use disorders and this categorical  
16 and unwarranted refusal violates the governing plan documents, which cover the  
17 treatment of mental health and substance use disorders, and additionally violates  
18 ERISA, including ERISA’s loyalty and parity provisions.

19 35. Fourth, UnitedHealthcare has and continues to unlawfully refuse to pay  
20 for substance use disorder treatment claims for patients under one plan based on  
21 purported overpayments to providers for substance use disorder treatment of patients  
22 covered by other plans. This cross-plan offsetting is not authorized by and violates  
23 the terms of the governing plan documents, as well as ERISA, including ERISA’s  
24 loyalty and mental health and substance use disorder parity provisions. *See*  
25 *Peterson v. UnitedHealth Group, Inc.*, 913 F.3d 769, 776 (8th Cir. 2019) (rejecting  
26 UnitedHealthcare’s interpretation of its plans as permitting cross-plan offsetting).

27 36. Fifth, UnitedHealthcare has and continues to refuse to pay for  
28 breathalyzer tests, counseling services and the services of treatment case managers.



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1 This categorical and unwarranted refusal violates the governing plan documents,  
2 which do not exclude such treatment services, and additionally violates ERISA,  
3 including ERISA’s loyalty and mental health and substance use disorder parity  
4 provisions.

5 37. Sixth, UnitedHealthcare has and continues to impermissibly limit the  
6 number of clinical laboratory tests for substance use disorder patients for whom it  
7 will pay benefits and/or flat-out refuse to reimburse laboratory services for patients  
8 with substance use disorders. This numerical limitation is an impermissible  
9 quantitative treatment limitation that, upon information and belief, UnitedHealthcare  
10 does not place on laboratory services on the medical and surgical side and, as such,  
11 violates ERISA, including ERISA’s loyalty and mental health and substance use  
12 disorder parity provisions, as well as the governing plan documents.

13 UnitedHealthcare’s refusal to pay for clinical laboratory services for patients with  
14 substance use disorders also violates the governing plan documents, which cover the  
15 treatment of mental health and substance use disorders and laboratory services, and  
16 additionally violates ERISA, including ERISA’s loyalty and parity provisions.

17 38. Seventh, when UnitedHealthcare has paid for substance use disorder  
18 and mental health treatment, UnitedHealthcare has and continues to systematically  
19 and willfully underpay the claims, including by making payments based on  
20 inapplicable Medicare rates and by demanding refunds on claims that it asserts  
21 should have been paid at inapplicable Medicare rates. UnitedHealthcare’s  
22 systematic practice of placing profits over patients and the wellbeing and health of  
23 its members/insureds, violates ERISA, including ERISA’s loyalty and mental health  
24 and substance use disorder parity provisions, as well as the governing plan  
25 documents, and has and continues to place a heavy financial burden on the  
26 members/insureds and the health care providers and professionals rendering life-  
27 sustaining and life-saving substance use disorder treatment during the midst of the  
28 opioid epidemic.

**CLASS ACTION ALLEGATIONS**

1  
2 39. UnitedHealthcare insures, administers, manages and serves as the  
3 claims fiduciary for thousands of ERISA benefit plans. Plaintiff brings this action  
4 on behalf of himself and all others similarly situated as a Class Action pursuant to  
5 rule 23 of the Federal Rules of Civil Procedure (“Fed. R. Civ. Proc.”).

6 40. Plaintiff seeks to represent the Class composed of and defined as  
7 follows:

8 All participants in or beneficiaries under an ERISA plan  
9 insured and/or administered by UnitedHealthcare, who  
10 made claims for substance use disorder and mental health  
and laboratory benefits for treatment or services in  
California on or after July 11, 2013.

11 41. Plaintiff and the Class Members reserve the right under Fed. R. Civ.  
12 Proc. 23(c)(1)(C) to amend or modify the Class to include greater specificity, by  
13 further division into subclasses, or by limitation to particular issues.

14 42. This action has been brought and may be properly maintained as a  
15 Class Action under the provisions of Fed. R. Civ. Proc. 23 because there is a well-  
16 defined community of interest in the litigation and the proposed Class is easily  
17 ascertainable.

18 43. The Class Members can be objectively ascertained through the use of  
19 information contained in UnitedHealthcare’s files because UnitedHealthcare knows  
20 what ERISA health care plans it administers, manages and insures, the number and  
21 identities of the participants and beneficiaries in these plans, what coverage and  
22 authorization determinations it has made, what type of claims participants and  
23 beneficiaries in those plans have filed, and how those claims were adjudicated.

24 44. The Class meets all of the requirements of Fed. R. Civ. Proc. 23 as  
25 follows:

26 **Numerosity**

27 45. The potential members of the proposed Class as defined herein are so  
28 numerous that joinder of all the members of the proposed Class is impracticable.

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1 While the precise number of proposed Class Members has not been determined at  
2 this time, Plaintiff is informed and believes that the proposed Class is composed of  
3 thousands of persons dispersed throughout California and the United States and  
4 joinder is impractical. The precise number and identity of Class Members are  
5 unknown to Plaintiff but can be obtained from UnitedHealthcare's records.

6 **Commonality**

7 46. There are questions of law and fact common to the proposed Class that  
8 predominate over any questions affecting only the individual Class Members. These  
9 common questions of law and fact include, without limitation:

10 a. Whether UnitedHealthcare's refusal to authorize access to and  
11 coverage for critically-needed detoxification and residential treatment for patients  
12 with substance use disorders based on an inapplicable state licensing requirement  
13 violates ERISA, including ERISA's loyalty and mental health and substance use  
14 disorder parity provisions, as well as the governing plan documents;

15 b. Whether UnitedHealthcare's requirement that members/insureds  
16 obtain pre-authorization for PHP and IOP substance use disorder treatment and then  
17 only authorizing a pre-set number of treatment days violates ERISA, including  
18 ERISA's loyalty and mental health and substance use disorder parity provisions, as  
19 well as the governing plan documents;

20 c. Whether UnitedHealthcare's refusal to pay for OP substance use  
21 disorder treatment services violates ERISA, including ERISA's loyalty and mental  
22 health and substance use disorder parity provisions, as well as the governing plan  
23 documents;

24 d. Whether UnitedHealthcare's refusal to pay for substance use  
25 disorder treatment claims for patients under one plan based on purported  
26 overpayments for substance use disorder treatment of patients covered by other  
27 plans (e.g., cross-plan offsetting) violates ERISA, including ERISA's loyalty and  
28 parity provisions, as well as the governing plan documents;

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1 e. Whether UnitedHealthcare’s refusal to pay for breathalyzer tests,  
2 counseling services and the services of case managers provided by substance use  
3 disorder treatment providers violates ERISA, including ERISA’s loyalty and mental  
4 health and substance use disorder parity provisions, as well as the governing plan  
5 documents;

6 f. Whether UnitedHealthcare’s numerical limit on the number of  
7 clinical laboratory tests it covers and/or refusal to reimburse laboratory services for  
8 insured patients with substance use disorders violates ERISA, including ERISA’s  
9 loyalty and mental health and substance use disorder parity provisions, as well as the  
10 governing plan documents;

11 g. Whether UnitedHealthcare’s systematic and willful  
12 underpayment and refusal to reimburse substance use disorder treatment claims per  
13 the plan documents and law, including payments based on inapplicable Medicare  
14 rates and demanding refunds on claims that it asserts should have been paid at  
15 inapplicable Medicare rates, violates ERISA, including ERISA’s loyalty and mental  
16 health and substance use disorder parity provisions, as well as the governing plan  
17 documents; and

18 h. Whether, and the extent to which, UnitedHealthcare profited  
19 from its violations of ERISA and other fiduciary breaches.

20 **Typicality**

21 47. The claims of the named Plaintiff are typical of the claims of the  
22 proposed Class. Plaintiff and all members of the proposed Class were injured by  
23 and sustained damages arising out of and caused by UnitedHealthcare’s common  
24 course of conduct in violation of law and the governing plan documents as alleged  
25 herein. Plaintiff’s claims are thereby representative of, and largely co-extensive  
26 with, the claims of the Class Members.

27  
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1                   **Adequacy of Representation**

2                   48. Plaintiff will fairly and adequately represent and protect the interests of  
3 the members of the proposed Class.

4                   49. There are no conflicts between the interests of Plaintiff and those of  
5 other members of the Class, and Plaintiff is cognizant of his duties and  
6 responsibilities to the entire Class.

7                   50. Plaintiff has engaged the services of counsel indicated below who are  
8 experienced in litigating large and complex class actions, including ERISA class  
9 actions, and will adequately prosecute this Class Action, and will assert and protect  
10 the rights of and otherwise represent Plaintiff and absent Class Members.

11                   **Type of Class Action**

12                   51. This action is maintainable as a Class Action under Fed. R. Civ. Proc.  
13 23(b)(1) because prosecuting separate actions by individual Class Members would  
14 create a risk of inconsistent or varying adjudications with respect to individual Class  
15 Members that would establish incompatible standards of conduct for the party  
16 opposing the Class, or adjudications with respect to individual Class Members that,  
17 as a practical matter, would be dispositive of the interests of the other members not  
18 parties to the individual adjudications or would substantially impair or impede their  
19 ability to protect their interests.

20                   52. Specifically, separate actions by individual Class Members could  
21 produce varying adjudications as to, *inter alia*, UnitedHealthcare’s: (a) refusal to  
22 authorize access to and coverage for critically-needed detoxification and residential  
23 treatment for patients with substance use disorders based on an inapplicable state  
24 licensing requirement violates ERISA, including ERISA’s loyalty and mental health  
25 and substance use disorder parity provisions, as well as the governing plan  
26 documents; (b) requirement that members/insureds obtain pre-authorization for PHP  
27 and IOP substance use disorder treatment and then only authorizing a pre-set  
28 number of days violates ERISA, including ERISA’s loyalty and mental health and

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1 substance use disorder parity provisions, as well as the governing plan documents;  
 2 (c) refusal to pay for OP substance use disorder treatment violates ERISA, including  
 3 ERISA's loyalty and mental health and substance use disorder parity provisions, as  
 4 well as the governing plan documents; (d) refusal to pay for substance use disorder  
 5 treatment claims for patients under one plan based on purported overpayments to  
 6 providers for substance use disorder treatment of patients covered by other plans  
 7 (e.g., cross-plan offsetting) violates ERISA, including ERISA's loyalty and mental  
 8 health and substance use disorder parity provisions, as well as the governing plan  
 9 documents;(e) refusal to pay for breathalyzer tests, counseling services and the  
 10 services of treatment case managers violates ERISA, including ERISA's loyalty and  
 11 mental health and substance use disorder parity provisions, as well as the governing  
 12 plan documents; (f) numerical limit on the number of clinical laboratory tests it  
 13 covers and/or refusal to reimburse laboratory services for insured patients with  
 14 substance use disorders violates ERISA, including ERISA's loyalty and mental  
 15 health and substance use disorder parity provisions, as well as the governing plan  
 16 documents; (g) systematic and willful underpayment and refusal to reimburse  
 17 substance use disorder treatment providers per the plan documents and law,  
 18 including payments based on inapplicable Medicare rates and demanding refunds on  
 19 claims that it asserts should have been paid at inapplicable Medicare rates, violates  
 20 ERISA, including ERISA's loyalty and mental health and substance use disorder  
 21 parity provisions, as well as the governing plan documents; and (h) whether, and the  
 22 extent to which, UnitedHealthcare has profited from its violations of ERISA and  
 23 other fiduciary breaches.

24 53. This action is maintainable as a Class Action under Fed. R. Civ. Proc.  
 25 23(b)(2) because UnitedHealthcare has acted and/or refused to act on grounds  
 26 generally applicable to the Class, thereby making appropriate monetary, injunctive  
 27 and other equitable relief in favor of the Class. In particular, UnitedHealthcare's  
 28 actions – (a) refusing to authorize access to and coverage for critically-needed

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1 detoxification and residential substance use disorder treatment based on an  
2 inapplicable state licensing requirement; (b) requiring members/insureds to obtain  
3 pre-authorization for PHP and IOP substance use disorder treatment and then only  
4 authorizing a pre-set number of treatment days; (c) categorically refusing to pay for  
5 OP substance use disorder treatment; (d) engaging in cross-plan offsetting; (e)  
6 refusing to pay for breathalyzer tests, counseling services and the services of  
7 treatment case managers; (f) placing a numerical limit on the number of clinical  
8 laboratory tests it will cover and/or refusing to reimburse laboratory services for  
9 patients with substance use disorders; and (g) underpaying and refusing to reimburse  
10 the members/insureds and their respective substance use disorder treatment  
11 providers per the plan documents and law, including substituting an improper  
12 Medicare rate payment methodology for inpatient and outpatient treatment service  
13 and demanding refunds on claims that it asserts should have been paid at  
14 inapplicable Medicare rates– were systemic and are appropriately remedied through  
15 injunctive and other Class-wide equitable relief.

16 **CLAIM FOR RELIEF**

17 **For Declaratory Relief, Injunctive**  
18 **and Other Equitable Relief, and Attorney’s Fees**

19 **(29 U.S.C. §§ 1132(a)(3), (g))**

20 54. Plaintiff incorporates by reference the foregoing paragraphs as though  
21 fully set forth herein.

22 55. At all times relevant, Plaintiff was a participant in or beneficiary of a  
23 health benefit plan insured, administered and/or underwritten by UnitedHealthcare  
24 and governed by ERISA.

25 56. At all times, UnitedHealthcare collectively, and each of the Defendants  
26 individually, acted as fiduciaries under ERISA in deciding access, coverage and  
27 claims for benefits under the plan. UnitedHealthcare is therefore required to act  
28 with the utmost prudence and loyalty in administering the Plaintiff’s claims and the

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1 claims of the putative Class Members, and to otherwise comply with the  
2 requirements of ERISA, including the mental health and substance use disorder  
3 parity laws and full and complete coverage and benefit procedures, and to comply  
4 with terms and conditions of the ERISA plans themselves, in making coverage and  
5 benefit determinations and processing claims on behalf of plan participants and  
6 beneficiaries.

7 57. UnitedHealthcare has and continues to repeatedly and systematically  
8 violate these obligations and duties to Plaintiff and the Class Members during the  
9 Class Period. UnitedHealthcare has and is repeatedly violating ERISA, including  
10 ERISA’s loyalty and mental health and substance use disorder parity provisions, as  
11 well as the governing plan documents, by: (a) refusing to authorize access to and  
12 coverage for critically-needed detoxification and residential substance use disorder  
13 treatment based on an inapplicable state licensing requirement; (b) requiring  
14 members/insureds to obtain pre-authorization for PHP and IOP substance use  
15 disorder treatment and then only authorizing a pre-set number of treatment days; (c)  
16 categorically refusing to pay for OP substance use disorder treatment; (d) engaging  
17 in cross-plan offsetting; (e) refusing to pay for breathalyzer tests, counseling  
18 services and the services of treatment case managers; (f) placing a numerical limit  
19 on the number of clinical laboratory tests it will cover and/or refusing to reimburse  
20 laboratory services for patients with substance use disorders; and (g) systematically  
21 and willfully underpaying and refusing to reimburse the members/insureds and their  
22 respective substance use disorder treatment providers per the plan documents and  
23 law, including substituting an improper Medicare rate payment methodology for  
24 inpatient and outpatient treatment services and demanding refunds on claims that it  
25 asserts should have been paid at inapplicable Medicare rates.

26 58. To remedy UnitedHealthcare’s wrongful conduct and breaches of its  
27 duties under ERISA, Plaintiff is entitled to and hereby requests that this Court grant  
28 the following relief pursuant to 29 U.S.C. § 1132(a)(3):



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1           a.     An Order declaring that the practices of UnitedHealthcare  
2 described herein – including, but not limited to: (a) UnitedHealthcare’s refusal to  
3 authorize access to and coverage for critically-needed detoxification and residential  
4 substance use disorder treatment based on an inapplicable state licensing  
5 requirement; (b) UnitedHealthcare’s requirement that members/insureds obtain pre-  
6 authorization for PHP and IOP substance use disorder treatment and then only  
7 authorizing a pre-set number of treatment days; (c) UnitedHealthcare’s categorical  
8 refusal to pay for OP substance use disorder treatment; (d) UnitedHealthcare’s  
9 cross-plan offsetting practices; (e) UnitedHealthcare’s refusal to pay for  
10 breathalyzer tests, counseling services and the services of treatment case managers;  
11 (f) UnitedHealthcare’s numerical limit on the number of clinical laboratory tests it  
12 will cover and/or refusal to reimburse laboratory services for patients with substance  
13 use disorders; and (g) UnitedHealthcare’s underpayments and refusal to reimburse  
14 members/insureds and their respective substance use disorder treatment providers  
15 per the plan documents and law, including UnitedHealthcare’s substitution of an  
16 improper Medicare rate payment methodology for substance use disorder inpatient  
17 and outpatient treatment services and demands for refunds on claims that it asserts  
18 should have been paid at inapplicable Medicare rates – violate ERISA, including  
19 ERISA’s loyalty and mental health and substance use disorder parity provisions, as  
20 well as the governing plan documents;

21           b.     An order requiring UnitedHealthcare to reevaluate all claims for  
22 substance use disorder and related mental health and laboratory services and  
23 benefits of Class Members under an ERISA-compliant procedure and, where  
24 warranted, to pay the correct amounts on claims that were underpaid and/or not paid  
25 in violation of ERISA and the governing plan documents; and

26           c.     Disgorgement of profits that UnitedHealthcare has realized by  
27 virtue of its violations of ERISA and other fiduciary breaches.

28

1 59. Plaintiff further seeks payment of attorney’s fees and costs, which  
2 Plaintiff is entitled to have paid by UnitedHealthcare pursuant to 29 U.S.C. §  
3 1132(g)(1).

4 **REQUEST FOR RELIEF**

5 WHEREFORE, Plaintiff, on his own behalf and on behalf of the Class,  
6 request relief as follows:

7 1. An Order certifying the proposed Class, appointing Plaintiff to  
8 represent the proposed Class, and designating Plaintiff’s counsel as Class Counsel;

9 2. An Order declaring that the practices of UnitedHealthcare described  
10 herein – including, but not limited to: (a) UnitedHealthcare’s refusal to authorize  
11 access to and coverage for critically-needed detoxification and residential substance  
12 use disorder treatment based on an inapplicable state licensing requirement; (b)  
13 UnitedHealthcare’s requirement that members/insureds obtain pre-authorization for  
14 PHP and IOP substance use disorder treatment and then only authorizing a pre-set  
15 number of treatment days; (c) UnitedHealthcare’s categorical refusal to pay for OP  
16 substance use disorder treatment; (d) UnitedHealthcare’s cross-plan offsetting  
17 practices; (e) UnitedHealthcare’s refusal to pay for breathalyzer tests, counseling  
18 services and the services of treatment case managers; (f) UnitedHealthcare’s  
19 numerical limit on the number of clinical laboratory tests it will cover and/or refusal  
20 to reimburse laboratory services for patients with substance use disorders; and (g)  
21 UnitedHealthcare’s underpayments and refusal to reimburse members/insureds and  
22 their respective substance use disorder treatment providers per the plan documents  
23 and law, including UnitedHealthcare’s substitution of an improper Medicare rate  
24 payment methodology for substance use disorder inpatient and outpatient treatment  
25 services and demands for refunds on claims that it asserts should have been paid at  
26 inapplicable Medicare rates – violate ERISA, including ERISA’s loyalty and mental  
27 health and substance use disorder parity provisions, as well as the governing plan  
28 documents;

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1           3.     An injunction requiring UnitedHealthcare to reevaluate all claims for  
2 substance use disorder and related mental health and laboratory services and  
3 benefits of Class Members under an ERISA-compliant procedure and, where  
4 warranted, to pay the correct amounts on claims that were denied and/or underpaid  
5 in violation of ERISA and the governing plan documents;

6           4.     An order requiring that UnitedHealthcare disgorge profits it made by  
7 virtue of its misconduct, as described herein, with regard to the provision of  
8 substance use disorder and related mental health and laboratory services and  
9 benefits in violation of ERISA, MHPAEA, PPACA and any incorporated and  
10 applicable California insurance reimbursement provisions;

11          5.     An order awarding Plaintiff reasonable attorney’s fees and costs, in  
12 amounts to be determined by the Court, pursuant to 29 U.S.C. § 1132(g);

13          6.     Payment of pre-judgment and post-judgment interest as allowed under  
14 ERISA; and

15          7.     For such other and further relief as this Court may deem just and  
16 proper.

17  
18 Dated: July 11, 2019

**CALLAHAN & BLAINE, APLC**  
**KANTOR & KANTOR, LLP**

By:           /s/ Damon D. Eisenbrey            
Damon D. Eisenbrey  
Attorneys for Plaintiff

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