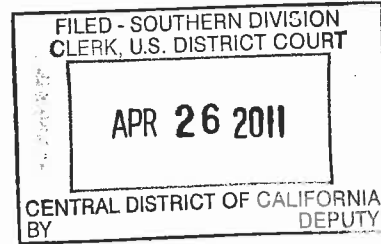


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8 UNITED STATES DISTRICT COURT FOR
9 THE CENTRAL DISTRICT OF CALIFORNIA
10 LOS ANGELES DIVISION

12 JULIE TOWNSEND,

13 Plaintiff,

14 v.

15 THOMSON REUTERS GROUP
16 DISABILITY INCOME INSURANCE
17 PLAN; HARTFORD LIFE AND
ACCIDENT INSURANCE COMPANY,

18 Defendants.

Case No.: CV11-3555 JSL(AJWx)

**COMPLAINT FOR
DECLARATORY RELIEF**

19
20 Plaintiff Julie Townsend ("Plaintiff") alleges as follows:

21 **JURISDICTION**

22 1. Plaintiff's claim for relief arises under the Employee Retirement Income
23 Security Act of 1974, as amended ("ERISA"), 29 U.S.C. section 1132(a)(1). Pursuant
24 to 29 U.S.C. section 1331, this court has jurisdiction over this action because this
25 action arises under the laws of the United States of America. 29 U.S.C. section
26 1132(e)(1) provides for federal district court jurisdiction of this action.

27 ///

28 ///

1 **VENUE**

2 2. Venue is proper in the Central District of California because Plaintiff is
3 and was a resident of the city of Foothill Ranch, in the county of Orange, and in the
4 state of California, when Defendants terminated Plaintiff's long-term disability
5 ("LTD") benefits. Therefore, 29 U.S.C. section 1132(e)(2) provides for venue in this
6 court.

7 **PARTIES**

8 3. Plaintiff is, and at all times relevant hereto was, a participant, as that
9 term is defined by 29 U.S.C. section 1000(7), of the Thomson Reuters Group
10 Disability Income Insurance Plan ("the Plan") and thereby entitled to receive benefits
11 therefrom. Plaintiff was a participant because she was an employee of Thomas
12 Reuters, through which the Plan was established.

13 4. Defendant the Plan is an employee welfare benefit plan organized and
14 operating under the provisions of ERISA, 29 U.S.C. section 1001 et seq.

15 5. Defendant Hartford Life and Accident Insurance Company ("Hartford")
16 insured the Plan, is obligated to pay all benefits claimed, was the fiduciary which
17 acted to terminate Plaintiff's LTD benefits and acted on behalf of the Plan in all
18 matters alleged herein.

19 **FIRST CLAIM FOR RELIEF**

20 (For Declaratory Relief That Plaintiff Is Entitled LTD Benefits)

21 6. Hartford issued Policy No.:83155950 to Thomson Reuters ("The
22 Policy"), effective June 1, 2004. The Plan provides long term disability benefits to
23 eligible employees, such as Plaintiff herein, through The Policy.

24 7. The Policy provides long term disability benefits after an elimination
25 period of 180 days, for a which a person under the age of 60 at the time the disability
26 occurred, as was Plaintiff herein, such benefits potentially could continue until her
27 Social Security normal retirement age, which in Plaintiff's case is age 67.
28

1 8. The Policy includes the following definitions and provisions:

2 A. Disabled is defined as: "Disability or Disabled means that You
3 satisfy the Occupation Qualifier or the Earnings Qualifier."

4 B. Occupational Qualifier is defined as:

5 "Disability means that during the Elimination Period and the
6 following 24 months, Injury or Sickness causes physical or
7 mental impairments to such a degree of severity that You
8 are:

- 9 1) continuously unable to perform the Material
10 and Substantial Duties of Your Regular
11 Occupation;
12 2) not Gainfully Employed.

13 After the LTD Monthly Benefit has been payable for 24
14 months, Disability means that Injury or Sickness causes
15 physical or mental impairment to such a degree of severity
16 that You are:

- 17 1) continuously unable to engage in any
18 occupation for which You are or become
19 qualified by education, training or experience;
20 and
21 2) not Gainfully Employed."

22 C. Earnings Qualifier is defined as:

23 "You may be considered Disabled during and after the
24 Elimination Period in any month in which You are
25 Gainfully Employed, if an Injury or Sickness is causing
26 physical or mental impairment to such a degree of severity
27 that You are unable to earn more than 80% of Your Monthly
28 Earnings in any occupation for which You are qualified by
education, training, or experience. On each anniversary of
Your Disability of Your Disability, We will increase the
Monthly Earnings by the lesser of the current annual
percentage increase in CPI-W, or 10%."

D. Gainful Employment or Gainfully Employed is defined as:

"The performance of any occupation for wages,
remuneration or profit, for which You are qualified by
education, training or experience on a full-time or part-time
basis, and which We approve and for We reserve the right to
modify approval in the future."

E. Regular occupation is defined as "the occupation that You are
performing for income or wages on Your Date of Disability. It is
not limited to the specific position You held with Your
Employer."

- 1
- 2 F. Material and Substantial is defined as: “the necessary functions of
- 3 Your Regular Occupation which cannot reasonably be omitted or
- 4 altered.”
- 5 G. The Policy has the following limitation on payments of benefits:
- 6 “Disability beyond 24 months after the Elimination Period if it is
- 7 due to a Mental Disorder of any type. . . . “
- 8 G. Mental disorder is defined as “a disorder found in the current
- 9 diagnostic standards of the American Psychiatric Association.”

10 9. Plaintiff was employed by Thomson Reuters as a Field Sales

11 Representative.

12 10. Plaintiff became disabled effective May 16, 2008.

13 11. Plaintiff remained disabled throughout the elimination period specified

14 in The Policy.

15 12. By letter dated October 23, 2008, Hartford approved Plaintiff’s claim for

16 LTD benefits.

17 13. By letter dated May 28, 2010, Hartford notified Plaintiff that her

18 benefits were terminated because, the letter asserted, she could perform her regular

19 occupation.

20 14. By letter dated September 30, 2010, Plaintiff, through counsel requested

21 that Hartford provide any and all actuarial data, referencing California Insurance

22 Code §10144, supporting its contention that it could rely upon the 24 month

23 limitation for payment of benefits due to a “mental disorder” supporting its limitation

24 of benefits due to mental illness. The letter concluded:

25 “Demand is hereby made for The Hartford to provide me

26 with: (1) documentation

27 regarding “its sound actuarial principles” supporting the 24

28 month limitation for mental illness benefits; or (2) its

documentation related to actual and reasonably anticipated

experience for use in the preparation and submission of Ms.

Townsend’s appeal. If The Hartford fails to provide me

with such documentation, I will accept and treat that failure

as an admission that it does not have such documentation

and therefore reliance on the 24 month mental illness

limitation is in violation of California Insurance Code

1 §10144.”

2 15. By letter dated November 4, 2010, Hartford rejected “any contention. . . .
3 relating to the provision of information not required under ERISA constituting an
4 admission” but did not provide the requested documentation.

5 16. By letter dated November 12, 2010, Plaintiff, through counsel responded
6 to Hartford’s November 4, 2010 letter and, wrote, in relevant part:

7 “One of the key issues in this appeal is whether Hartford can
8 rely upon the 24 month mental illness limitation. If it
9 doesn’t have actuarial proof to support the limitation, it
10 cannot rely upon it. The burden of proof is on Hartford to
11 provide that proof. Either provide it now – so I can have my
12 expert evaluate it – or concede the point: that there is no
13 actuarial basis for the 24 months limitation and that
14 therefore that limitation is unenforceable under California
15 (saved-from-preemption) Insurance law.”

12 “Again, since Hartford has not presented me with its
13 actuarial support for the 24 months limitation, there is no
14 alternative to conclude it has no such proof and is so
15 admitting. Hartford cannot rely upon the limitation absent
16 actuarial proof of its validity and cannot provide that proof
17 once the administrative record closes. Provide it now – or
18 be precluded in litigation from ever doing so.”

16 18. By letter dated November 23, 2010, Plaintiff, through counsel,
17 submitted her appeal from the termination of her LTD benefits. In that appeal,
18 Plaintiff, through counsel, explained, among other arguments, that Hartford could not
19 legally assert its 24 month limitation on payment of benefits for disability due to
20 mental disorders because to do so violates California Department of Insurance
21 standards and California Insurance Code §10144, since Hartford has no actuarial
22 basis for its limitation. The appeal letter repeated Plaintiff’s demand for any actuarial
23 support for Hartford’s reliance on the limitation. As part of her appeal, plaintiff’s
24 counsel also wrote:

25 “. . . I submit that the following facts and conclusions are
26 simply irrefutable and unrebutted and therefore established
27 beyond dispute in any future litigation between Ms.
28 Townsend and Hartford, unless Hartford explicitly
addresses these facts and conclusions, presents relevant,
necessary, and admissible evidence placing these facts and
conclusions in doubt or in dispute. These undisputed facts

1 and conclusions are:

- 2
- 3 A. That the California standards of “totally
- 4 disabled” is saved from preemption by ERISA,
- 5 supercedes the Policy definition to the extent
- 6 the two are inconsistent, and applies here, as
- 7 explained in Sections VI and VII of the appeal.
- 8
- 9 B. That Ms. Townsend’s status and conditions are
- 10 correctly summarized and presented in Sections
- 11 IV, X, of this appeal.
- 12
- 13 C. That Hartford cannot impose a 24-month
- 14 mental/nervous limitation as discussed in
- 15 Section VIII of this appeal.
- 16
- 17 D. That Hartford must consider Ms. Townsend’s
- 18 Social Security award as discussed in Section
- 19 XIII of the appeal.
- 20
- 21 E. That Hartford is judicially estopped to deny
- 22 Ms. Townsend is disabled as discussed in
- 23 Section XIV of the appeal
- 24
- 25 F. That Hartford routinely abuses its discretion
- 26 regarding a claimant’s receipt of SSDI benefits
- 27 as discussed in section XV of this appeal.
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- M. That Hartford's failed to conduct an occupational analysis and routinely incorrectly performs and applies it vocational analysis, as discussed in Section XXIII of the appeal.
- N. That Dr. Gitlow demanded objective evidence of Ms. Townsend's psychological disabilities as discussed in Section XXVI of this appeal.
- O. That Hartford has a history of abuse of discretion as discussed in Section XXVIII of this appeal.
- P. That Ms. Townsend is disabled under the terms of the Policy as discussed in Section XXXIV of this appeal.
- Q. That Hartford's conflict of interest is significant as discussed in Section XXVIII of this appeal.
- R. That Hartford's manual demonstrates a conflict of interest as discussed in Section XXIX of this appeal.
- S. That Hartford ignored key elements of its in-person interview with Ms. Townsend as discussed in Section XXV of this appeal.
- T. That Hartford ignored fatigue as discussed in Section XVIII of this appeal.

To the extent that you disagree with any of these facts or conclusions, you must explicitly state your reasons for doing so and provide evidence to support your disagreements. Otherwise the Plan will be bound these facts and conclusions in subsequent litigation regarding Ms. Townsend's entitlement to LTD benefits."

18. By letter dated December 9, 2010, Hartford responded to Plaintiff's counsel's November 12, 2010, letter, writing, in part: "We are reiterating that we reject any contention in your letter relating to the provision of information not required under ERISA constituting an admission."

19. By letter dated February 11, 2011, Hartford reinstated Plaintiff's benefits through November 13, 2010, agreeing that Plaintiff was and continued to be disabled, but also terminated those benefits based on the 24-month limitation of benefits for mental disorders. It informed Plaintiff that she had exhausted all of her

1 administrative remedies. The letter does not reference any actuarial support for the
2 24 month limitation of benefits due to a mental disorder. By letter dated February 22,
3 2011, Plaintiff through counsel, requested a copy of Hartford's records and other
4 information, pursuant to 29 C.F.R. Section 2560.501-1, relevant to Plaintiff's claim
5 for benefits. Hartford's response to that request did not include any records or
6 documents demonstrating any actuarial basis for the 24 month limitation on payment
7 of benefits due to disability caused by a mental disorder and no such evidence was
8 presented or provided in the course of the administrative proceedings.

9 20. Hartford failed to use the proper standard of totally disabled in its initial
10 denial of benefits and defendants thereby abused their discretion. Notwithstanding
11 the specific definition of "disabled" of The Policy, as alleged in Paragraph 8., under
12 California law total disability within the meaning of the term "any occupation" as
13 contained in a general disability clause is that which prevents the insured from
14 engaging in any occupation or performing any work or compensation as a disability
15 which prevents him/her working with reasonable continuity in his/her customary
16 occupation or in any other occupation in which he/she might reasonably be expected
17 to engage his/her view of his/her station and physical and mental capacity. Therefore,
18 California law requires an insurance company to consider: (1) whether the claimant
19 could reasonably be expected to work; recognizing that the fact that the insured may
20 do some work or even the fact that he may be physically able to do so is not
21 conclusive evidence that his disability is not total, if reasonable care and prudence
22 require that he desist; (2) given the claimant's physical and/or mental capacity; (3)
23 and his or her station in life; (4) to perform the "substantial and material" duties of
24 his/her own occupation; (5) with "reasonable continuity;" and (6) in the usual and
25 customary way. Recovery is not precluded because the claimant is able to perform
26 sporadic tasks or attend to simple, inconsequential details incident to the conduct of
27 business. The claimant's income, if any, from investments, is irrelevant.
28 Unsuccessful efforts to return to work are no bar to recovery of benefits. When

1 evaluating a claimant's capacity to perform "any occupation" the insurance company
2 must take into account the claimant's age, education, experience, training, and station
3 in life. Thus, an uneducated laborer cannot be expected to become an accountant or
4 banker and a doctor, lawyer, or business executive is totally disabled even if he could
5 run a news stand or work as a day laborer.

6 21. Here:

7 (1) Hartford never utilized the proper standard of totally disabled in
8 its communications with Plaintiff.

9 (2) Hartford never utilized the proper standard of totally disabled in
10 its evaluation of Plaintiff's condition.

11 (3) Hartford never provided its medical or vocational evaluators with
12 the proper criteria to evaluate whether Plaintiff was totally
13 disabled.

14 (4) Hartford never addressed the proper standard of totally disabled in
15 evaluating Plaintiff's condition.

16 Therefore, every evaluation and conclusion Hartford reached terminating
17 Plaintiff's LTD benefits and denying her appeal of that termination was arbitrary and
18 capricious. Hartford failed and refused to apply the proper standard of totally
19 disabled and instead utilized the more restrictive and legally unenforceable The
20 Policy definition set forth in Paragraph 8.A.

21 22. Defendants cannot rely upon the Policy's 24-month limitation of benefits
22 due to a mental disorder, as set forth in Paragraph 8.F. and G. of this Complaint, to
23 terminate Plaintiff's claim:

24 A. Under California law, the 24 month lifetime maximum benefit for
25 a covered person's total disability if it is a caused by or
26 contributed to, or resulting from a mental illness, can only apply
27 after the termination of any physiological-based disabling
28 condition covered by the applicable policy and not concurrent with

1 such physiological condition and that therefore a psychological
2 (“mental condition”) disability caused by, contributed to, or
3 concurrent with a physiological condition is not subject to the 24-
4 month limitation. Here, Plaintiff’s mental illness is and was
5 caused by a physical condition, i.e., post-partum depression and
6 back pain. Therefore, the 24-month benefit limitation does not
7 apply and Defendants abused their discretion by terminating
8 Plaintiff’s LTD benefits.

9 B. Additionally and alternatively, California Insurance Code §10144,
10 prohibits insurers issuing group disability insurance from
11 “limit(ing) the amount, extent, or kind of coverage available” to an
12 individual “solely because of a physical or mental impairment,
13 except where the refusal, limitation...etc., is based on sound
14 actuarial principles or is based on actual and reasonably
15 anticipated experience.” Physical or mental impairment is defined
16 by the statute to mean any physical, sensory or mental impairment
17 which substantially limits one or more of that person’s major life
18 activities. Absent proper actuarial principles and analyses this
19 prohibition applies to the 24 month mental disorder limitation in
20 the Policy. Hartford provided no evidence of the requisite
21 actuarial principles or analysis to support its mental disorder
22 benefits limitation, and has thus admitted it has no such evidence
23 and is precluded from presenting such evidence, even if it had it.
24 Therefore, the 24-month mental illness benefits limitation is
25 inapplicable and unenforceable, and Defendants abused their
26 discretion by terminating Plaintiff’s LTD benefits based on that
27 limitation.

28 23. Plaintiff has exhausted all administrative remedies.

1 24. At all times mentioned herein Plaintiff was, and continues to be totally
2 disabled under The Policy's definition of totally disabled, as properly construed under
3 California law, and therefore entitled to LTD benefits.

4 25. Defendants denied Plaintiff a full and fair review of her claim for
5 benefits in violation of 29 U.S.C. §1133 and its implementing Regulations.

6 Specifically:

7 A. 29 U.S.C. §1133 mandates that, in accordance with the
8 Regulations of the Secretary of Labor, every employee benefit
9 plan, including defendants herein, shall provide adequate notice in
10 writing to any participant or beneficiary whose claim for benefits
11 under the plan has been denied, setting forth the specific reasons
12 for such denial, written in a manner calculated to be understood by
13 the participant and afforded a reasonable opportunity to any
14 participant whose claim for benefits has been denied a full and fair
15 review by an appropriate named fiduciary of the decision denying
16 the claim.

17 B. The Secretary of Labor has adopted Regulations to implement the
18 requirements of 29 U.S.C. §1133. These Regulations are set forth
19 in 29 C.F.R. §2560.503-1 and provide, as relevant here, that
20 employee benefit plans, including Defendant The Plan herein,
21 shall establish and maintain reasonable procedures governing the
22 filing of benefit claims, notifications of benefit determinations,
23 and appeal of adverse benefit determinations and that such
24 procedures shall be deemed reasonable only if:

25 i. Such procedures comply with the specifications of the
26 Regulations.

27 ii. The claims procedures contain administrative processes and
28 safeguards designed to ensure and to verify that benefit

1 determinations are made in accordance with governing plan
2 documents and that, where appropriate, The Plan provisions
3 have been applied consistently with respect to similarly
4 situated claimants.

5 iii. Written notice is given regarding an adverse determination
6 (i.e., denial or termination of benefits) which includes: the
7 specific reason or reasons for the adverse determination;
8 with reference to the specific plan provisions on which the
9 determination is based; a description of any additional
10 material or information necessary for the claimant to perfect
11 the claim and an explanation of why such material or
12 information is necessary; a description of The Plan's review
13 procedures and the time limits applicable to such
14 procedures, including a statement of the claimant's right to
15 bring a civil action under section 502(a) of ERISA
16 following a denial on review; if an internal rule, guideline,
17 protocol, or similar criterion was relied upon in making the
18 adverse determination, either the specific rule, guideline,
19 protocol, or other similar criterion or a statement that such a
20 rule, guideline, protocol, or other similar criterion was relied
21 upon in making the adverse determination and that a copy of
22 such rule, guideline, protocol, or other criterion will be
23 provided free of charge to the claimant upon request.

24 iv. The Plan is required to provide a full and fair review of any
25 adverse determination which includes:

26 a. That a claimant shall be provided, upon request and
27 free of charge, reasonable access to, and copies of, all
28 documents,

1 records, and other information relevant to the
2 claimant's claim for benefits.

3 b. A document, record, or other information shall be
4 considered "relevant" to a claimant's claim if such
5 document, record, or other information: (1) was relied
6 upon in making the benefit determination; (2) was
7 submitted, considered, or generated in the course of
8 making the benefit determination, without regard to
9 whether such document, record, or other information
10 was relied upon in making the benefit determination;
11 (3) demonstrates compliance with the administrative
12 processes and safeguards required pursuant to the
13 Regulations in making the benefit determination; or
14 (4) constitutes a statement of policy or guidance with
15 respect to The Plan concerning the denied benefit
16 without regard to whether such statement was relied
17 upon in making the benefit determination.

18 c. The Regulations further provide that for a review that
19 takes into account all comments, documents, records
20 and other information submitted by the claimant
21 relating to the claim, without regard to whether such
22 information was submitted or considered in the initial
23 benefit determination;

24 d. The Regulations further provide that, in deciding an
25 appeal of any adverse determination that is based in
26 whole or in part on a medical judgment that the
27 appropriate named fiduciary shall consult with a
28 healthcare professional who has appropriate training

1 and experience in the field of medicine involved in
2 the medical judgment.

3 e. The Regulations further require a review that does not
4 afford deference to the initial adverse benefit
5 determination and that is conducted by an appropriate
6 named fiduciary of The Plan who is neither the
7 individual who made the adverse benefit
8 determination that is the subject of the appeal nor the
9 subordinate of such individual.

10 f. The Regulations further provide that a healthcare
11 professional engaged for the purposes of a
12 consultation for an appeal of an adverse
13 determination shall be an individual who is neither
14 the individual who was consulted in connection
15 adverse benefit determination which was the subject
16 of the appeal nor the subordinate of any such
17 individual.

18 26. Defendants denied Plaintiff a full and fair review as follows:

19 A. Defendants do not have claims procedures which contain
20 administrative processes and safeguards designed to ensure and to
21 verify that benefit determinations are made in accordance with
22 governing plan documents and that, where appropriate, LTD Plan
23 provisions have been applied consistently with respect to similarly
24 situated claimants.

25 B. Defendants, when denying Plaintiff's claim for LTD benefits by
26 letter dated May 28, 2010, did not provide a description of the
27 additional material or information necessary for Plaintiff to perfect
28 the claim or an explanation of why such material or information

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was necessary.

- C. Defendants failed and refused to provide all relevant documents to Plaintiff for use in her appeals. Specifically, despite Plaintiff's written request for all relevant records submitted prior to the submission of her appeal, The Plan and Hartford withheld relevant records, including, but not limited to: (i) claims procedures as specified in Paragraph 25.B.ii; and (ii) statements of policy or guidance with respect to LTD Plan concerning the denied benefit without regard to whether or not the statement was relied upon in making the benefit determination. Hartford, in fact, does and did have statements of policy or guidance but refused to provide them to Plaintiff despite Plaintiff's written demand that it do so.
- D. Defendants did not consider all comments and documents submitted in support of Plaintiff's appeal.
- E. Defendants otherwise violated the Regulations.

27. This Court is required to review Defendants' decision terminating benefits with limited deference to Defendants' determination because:

- A. Hartford is both the administrator and the funding source for the LTD Plan, and therefore has a conflict of interest;
- B. Hartford failed to comply with ERISA's procedural requirements regarding benefit claims procedures and full and fair review of benefit claim denials as set forth in Paragraph 25; and
- C. Hartford's conflict of interest affected its claims determination.

28. Defendants are collaterally estopped to deny that Plaintiff is totally disabled under The Policy because:

- A. Defendants required Plaintiff to apply for Social Security Disability benefits ("SSDI").
- B. Plaintiff did so, and was awarded such benefits.

1 C. Pursuant to the terms of The Policy, all such benefits, except cost-
2 of-living increases, are used to decrease The Plan's obligation to
3 Plaintiff.

4 29. Defendants' termination of Plaintiff's long-term disability benefits was
5 arbitrary and capricious, an abuse of discretion, not supported by the evidence and a
6 violation of the terms of The Policy, as properly construed.

7 30. An actual controversy has arisen and now exists between Plaintiff and
8 Defendants with respect to whether Plaintiff is entitled to long-term disability benefits
9 under The Policy and California saved from preemption law.

10 31. Plaintiff contends, and Defendants dispute, that Plaintiff is entitled to
11 benefits under the terms of the Policy for long-term disability because Plaintiff
12 contends, and Defendant disputes, that Plaintiff is totally disabled under the terms of
13 The Policy, as properly construed. Specifically, Plaintiff and Defendants agree that
14 Plaintiff is disabled and incapable of working, but Defendants contend that Plaintiff's
15 disability is subject to the 24 month limitation on payment of benefits due to "mental
16 disorder" and Plaintiff contends that legally and factually said limitation on payment
17 of benefits is inapplicable to her claim.

18 32. Plaintiff desires a judicial determination of her rights and a declaration as
19 to which party's contention is correct, together with a declaration that Defendants are
20 obligated to pay long-term disability benefits, under the terms of The Policy,
21 retroactive to the first day her benefits were terminated, at the proper rate of benefits,
22 until and unless such time that Plaintiff is no longer eligible for such benefits under
23 the terms of The Policy.

24 33. A judicial determination of these issues is necessary and appropriate at
25 this time under the circumstances described herein in order that the parties may
26 ascertain their respective rights and duties, avoid a multiplicity of actions between the
27 parties and their privities, and promote judicial efficiency.

28 34. As a proximate result of Defendants' wrongful conduct as alleged herein,

1 Plaintiff was required to obtain the services of counsel to obtain the benefits to which
2 he is entitled under the terms of The Policy. Pursuant to 29 U.S.C. section
3 1132(g)(1), Plaintiff requests an award of attorney's fees and expenses as
4 compensation for costs and legal fees incurred to pursue Plaintiff's rights.


5 WHEREFORE, Plaintiff prays judgment as follows:

6 1. For declaratory judgment against Defendants, requiring Hartford to pay
7 long-term disability benefits under the terms of The Policy, as properly construed
8 pursuant to California law, and at the proper rate, to Plaintiff for the period to which
9 she is entitled to such benefits, beginning November 14, 2010, with prejudgment
10 interest on all unpaid benefits, until Plaintiff attains the age of 67 years or until it is
11 determined that Plaintiff is no longer eligible for benefits under the terms of The
12 Policy.

13 2. Alternatively, if for any reason judgment in favor of Plaintiff is not
14 entered as prayed, for an order remanding the matter to Hartford with instructions to
15 accord Plaintiff a full and fair review of her claim for LTD benefits.

- 16 3. For attorney's fees pursuant to statute.
- 17 4. For costs of suit incurred.
- 18 5. For such other and further relief as the Court deems just and proper.

19
20 Dated: April 20, 2011



ROBERT J. ROSATI
Attorney for Plaintiff,
JULIE TOWNSEND

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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge J. Spencer Letts and the assigned discovery Magistrate Judge is Andrew J. Wistrich.

The case number on all documents filed with the Court should read as follows:

CV11- 3555 JSL (AJWx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

The United States District Judge assigned to this case will review all filed discovery motions and thereafter, on a case-by-case or motion-by-motion basis, may refer discovery related motions to the Magistrate Judge for hearing and determination

=====

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

Western Division
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

Southern Division
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

Eastern Division
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

Name & Address:
Robert J. Rosati
ERISA Law Group, LLP
2055 San Joaquin Street
Fresno, CA 93721

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

JULIE TOWNSEND

CASE NUMBER

CV11-3555 JSL(AJWx)

PLAINTIFF(S)

v.

THOMSON REUTERS GROUP DISABILITY
INCOME INSURANCE PLAN; HARTFORD LIFE
AND ACCIDENT INSURANCE COMPANY,
DEFENDANT(S).

SUMMONS

TO: DEFENDANT(S): _____

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached complaint _____ amended complaint counterclaim cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Robert J. Rosati, whose address is 2055 San Joaquin Street, Fresno, CA 93721. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

Dated: 4-26-11

By: 

Deputy Clerk

(Seal of the Court)

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

I (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>) JULIE TOWNSEND	DEFENDANTS THOMSON REUTERS GROUP DISABILITY INCOME INSURANCE PLAN; HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY
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(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) Robert J. Rosati ERISA Law Group, LLP 2055 San Joaquin Street, Fresno, CA 93721 (559) 256-9800	Attorneys (If Known)
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II. BASIS OF JURISDICTION (Place an X in one box only.) <input type="checkbox"/> 1 U.S. Government Plaintiff <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 2 U.S. Government Defendant <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;">Citizen of This State</td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> <td style="width:30%;">Incorporated or Principal Place of Business in this State</td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> </tr> <tr> <td></td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td></td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>	Citizen of This State	PTF	DEF	Incorporated or Principal Place of Business in this State	PTF	DEF		<input type="checkbox"/> 1	<input type="checkbox"/> 1		<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
Citizen of This State	PTF	DEF	Incorporated or Principal Place of Business in this State	PTF	DEF																				
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Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

IV. ORIGIN (Place an X in one box only.)

1 Original Proceeding
 2 Removed from State Court
 3 Remanded from Appellate Court
 4 Reinstated or Reopened
 5 Transferred from another district (specify):
 6 Multi-District Litigation
 7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT: JURY DEMAND: Yes No (Check 'Yes' only if demanded in complaint.)

CLASS ACTION under F.R.C.P. 23: Yes No MONEY DEMANDED IN COMPLAINT: \$ Declaratory Relief

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

29 U.S.C. section 1132 Employee Benefits

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	CONTRACT <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Tort Contract Product Liability <input type="checkbox"/> 196 Franchise REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	TORTS PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	TORTS PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition FORFEITURE / PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety /Health <input type="checkbox"/> 690 Other	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input checked="" type="checkbox"/> 791 Empl. Ret. Inc. Security Act PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
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FOR OFFICE USE ONLY: Case Number: CV11-3555 JSL(AJWX)

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? No Yes

If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? No Yes

If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) A. Arise from the same or closely related transactions, happenings, or events; or
 B. Call for determination of the same or substantially related or similar questions of law and fact; or
 C. For other reasons would entail substantial duplication of labor if heard by different judges; or
 D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named plaintiff resides.

Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Orange	

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named defendant resides.

Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	Connecticut, Connecticut

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH claim arose.

Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Orange	

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER):

[Handwritten Signature]

Date

04/20/11

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))