

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF FLORIDA
PENSACOLA DIVISION

JOHN DOE,

Plaintiff,

vs.

Case No.:

LIFE INSURANCE COMPANY OF
NORTH AMERICA, and
CIGNA LIFE INSURANCE COMPANY
OF NEW YORK,

Defendant.

COMPLAINT

PLAINTIFF sues Life Insurance Company of North America (LINA) and CIGNA Life Insurance Company of New York (CIGNA) and alleges:

1. This is an action for breach of contract pursuant to the provisions of The Employee Retirement Income Security Act of 1974 (“ERISA”), 29 U.S.C. §1001, *et. seq.* for a denied claim for Short Term Disability (STD) and Long Term Disability (LTD) benefits under an employee welfare benefit plan (the Plan) sponsored by L-3 Communications Corporation (“Employer”), through a STD policy of insurance issued by LINA under Policy LK0030515 (the “STD Plan” or “STD Policy”) and an LTD policy of insurance issued by CIGNA under Policy NYK0020001 (the “LTD Plan” or “LTD Policy”) (and collectively “the Plans” or “the Policies”). LINA has a copy of the STD Policy, and CIGNA has a copy of the LTD Policy; but neither Plan/Policy is attached because the complete STD and LTD policies provided by CIGNA Group Insurance’s October 27, 2010 letter

consisted of five thousand (5000) pages, more or less (filling a standard copying paper box designed to hold ten reams of paper); but the applicable portions of the respective STD and LTD Plans/Policies are referenced or otherwise incorporated as if attached hereto.

2. Plaintiff in this action is identified pseudonymously as “John Doe” and is a person whose true identity is being withheld to protect the non-consensual disclosure of his identity and his right to privacy because of the nature of his medical condition or diagnosis.
3. The potential for harm to Plaintiff in the event of a nonconsensual disclosure of identity because of his medical condition or diagnosis is substantial, especially by disclosure through public access to the court’s records; but the Plaintiff’s true identity can be readily ascertained by the Defendants through the denied claims’ Incident Number 1900482¹ without having his true identity being subjected non-consensual disclosure.
4. At all times material, Plaintiff was a Plan Participant and Beneficiary for the respective Policies.
5. At all time material, LINA and CIGNA were foreign corporations that were engaging in business within the State of Florida, including Santa Rosa County, Florida.
6. This Court maintains subject matter jurisdiction over this action pursuant to 29 U.S.C. § 1132(e) and 28 U.S.C. § 1331.

¹ As provided by CIGNA Group Insurance’s October 27, 2010 letter, a redacted copy of which is attached as Exhibit A.

7. This Court has personal jurisdiction over LINA and CIGNA, and venue in this judicial district for this action is proper pursuant to 28 U.S.C. § 1391(b) and (c) and 29 U.S. C. § 1132(e)(2).
8. At all times material, the respective Plans were in full force and effect.
9. At all times material, the Employer or the Plan's Fiduciaries delegated to LINA the duties and responsibilities for determining benefits and eligibility for STD benefits under the STD Plan; the responsibility to act as the STD Plan's claims fiduciary and claims administrator; to act as the STD Plan's administrator; and LINA is responsible for the operation of the STD Plan.
10. At all times material, the Employer or the Plan's Fiduciaries delegated to CIGNA the duties and responsibilities for determining benefits and eligibility for LTD benefits under the LTD Plan; the responsibility to act as the LTD Plan's claims fiduciary and claims administrator; to act as the LTD Plan's administrator; and CIGNA is responsible for the operation of the LTD Plan.
11. LINA pays all STD benefits due under the Plan from its own assets through the STD Policy, and CIGNA pays all LTD benefits due under the Plan from its own assets through the LTD Policy.
12. On or before February 12, 2009, Plaintiff became totally disabled from his full time employment with the Employer; and thereafter, filed a timely application for STD and LTD benefits and his notice of claim under the respective Plans and proof of disability as soon as was reasonably possible to do so; and LINA began paying STD benefits starting February 26, 2009.

13. On or about July 22, 2009, CIGNA (through CIGNA Group Insurance²) provided its written decision that it was not approving Plaintiff's claim for LTD benefits.
14. On or about July 31, 2009, LINA (through CIGNA Group Insurance) provided its written decision to Plaintiff that it would no longer pay STD benefits beyond July 10, 2009.
15. Plaintiff timely appealed the denials of the STD and LTD claims and provided additional evidence of disability to CIGNA Group Insurance on or about January 15, 2010.
16. On or about March 24, 2010, CIGNA Group Insurance upheld the decisions to deny Plaintiff's claims for STD and LTD benefits.
17. Plaintiff timely appealed CIGNA Group Insurance's March 24, 2010 decision and provided his final additional evidence of disability to CIGNA Group Insurance on or about July 29, 2010.
18. On or about September 1, 2010, CIGNA Group Insurance provided its final written decision to uphold its denial of Plaintiff's claims for STD and LTD benefits.

COUNT ONE

BREACH OF CONTRACT - LINA

19. Plaintiff adopts and incorporates the allegations contained in paragraphs 1-18 as if set out fully here.

² The July 22, 2009 written denial of LTD benefits and the July 31, 2009 written denial of STD benefit were provided by CIGNA Group Insurance. Both of CIGNA Group Insurance's letters state, "CIGNA Group Insurance is registered service mark of CIGNA Intellectual Property, Inc, licensed for use by Insurance company subsidiaries of CIGNA Corporation, including Life Insurance Company of North America, CIGNA Life Insurance Company of New York and Connecticut General Life Insurance Company. Products and services are provided by these insurance company subsidiaries and not by CIGNA Corporation."

20. LINA denial of Plaintiff's claim for STD benefits was arbitrary and capricious; constitutes an abuse of its discretion; was wrong, unreasonable and influenced by self-interest; was not based on a deliberate, principled reasoning process; was not based on its obligation to act as a responsible fiduciary should, that is, in manner favorable to the Plan's beneficiary when using its discretion to review a claim that has no reasonable grounds for denial; and derogated Plaintiff's rights to STD benefits under the terms of the STD Plan.
21. Plaintiff continues to suffer from impairments which render him disabled as defined by the STD Plan, and he continues to be disabled to date as defined by the STD Plan.
22. Plaintiff has exhausted his administrative remedies under the STD Plan.
23. Plaintiff has complied with all conditions precedent necessary to maintain this claim.
24. LINA has failed to honor the terms of the STD Plan by refusing to pay to Plaintiff STD benefits due under the STD Plan beyond July 10, 2009.
25. Because of LINA's failure or refusal to pay any STD benefits due under the STD Plan, Plaintiff has retained the services of the undersigned attorney and is obligated to pay reasonable fees for her services.

WHEREFORE, Plaintiff demands an order directing Life Insurance Company of North America to pay STD benefits which are due to Plaintiff beyond July 10, 2009; to pay to Plaintiff pre-judgment interest, reasonable attorney's fees and costs incurred in maintaining this action; and all damages that this Court deems appropriate.

COUNT TWO

BREACH OF CONTRACT - CIGNA

26. Plaintiff adopts and incorporates the allegations contained in paragraphs 1-18 as if set out fully here.
27. CIGNA's denial of Plaintiff's claim for LTD benefits was arbitrary and capricious; constitutes an abuse of its discretion; was wrong, unreasonable and influenced by self-interest; was not based on a deliberate, principled reasoning process; was not based on its obligation to act as a responsible fiduciary should, that is, in manner favorable to the Plan's beneficiary when using its discretion to review a claim that has no reasonable grounds for denial; and derogated Plaintiff's rights to LTD benefits under the terms of the LTD Plan.
28. Plaintiff continues to suffer from impairments which render him disabled as defined by the LTD Plan, and he continues to be disabled to date as defined by the LTD Plan.
29. Plaintiff has exhausted his administrative remedies under the LTD Plan.
30. Plaintiff has complied with all conditions precedent necessary to maintain this claim.
31. CIGNA has failed to honor the terms of the LTD Plan by refusing to pay to Plaintiff LTD benefits due under the LTD Plan.
32. Because of CIGNA's failure or refusal to pay any LTD benefits due under the LTD Plan, Plaintiff has retained the services of the undersigned attorney and is obligated to pay reasonable fees for her services.

WHEREFORE, Plaintiff demands an order directing CIGNA Life Insurance Company of New York to pay LTD benefits which are due to Plaintiff and continuing; to pay to Plaintiff pre-judgment interest, reasonable attorney's fees and costs incurred in maintaining this action; and all damages that this Court deems appropriate.

DATED THIS 5th day of March, 2012.

s/ Stephanie A. Taylor
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CIGNA Group Insurance
Life · Accident · Disability

MS. STEPHANIE TAYLOR
TAYLOR, WARREN & WEIDNER
1823 N. NINTH AVE
PENSACOLA, FL 32503

TAYLOR, WARREN & WEIDNER, P.A.

NOV 01 2010

RECEIVED

October 27, 2010

Name: [REDACTED]
Incident Number: 1900482
Plan/Policy Number: NYK0020001
Plan/Policy Holder: L-3 COMMUNICATIONS CORPORATION
Underwriting Company: CIGNA Life Insurance Company of New York

DEAR MS. TAYLOR,

Per your request, enclosed is a copy of the STD and LTD policy and claims file. Please request a copy of the SPD from L-3 Communications. In addition, the complete policy has been sent, not just information specific to [REDACTED] class.

Please contact our office at 800-238-2125 ext. 3371 should you have any questions.

Sincerely,

Diana Ford
Appeal Claim Manager

Exhibit A