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**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON**

JULIE MATHEWS,

Plaintiff,

vs.

LIFE INSURANCE COMPANY OF NORTH  
AMERICA, a subsidiary of CIGNA  
CORPORATION,

Defendant

CASE NO.:

**COMPLAINT FOR BREACH OF THE  
EMPLOYEE RETIREMENT INCOME  
SECURITY ACT OF 1974;  
ENFORCEMENT AND  
CLARIFICATION OF RIGHTS;  
PREJUDGMENT AND POST-  
JUDGMENT INTEREST; AND  
ATTORNEYS' FEES AND COSTS**

1 **INTRODUCTION**

2 1. Plaintiff Julie Mathews (“Plaintiff”) brings this action for declaratory, injunctive,  
3 and monetary relief pursuant to § 502(a)(1)(B) of the Employee Retirement Income Security Act  
4 of 1974 (“ERISA”), 29 U.S.C. § 1132(a)(1)(B). At issue is Defendant Life Insurance Company of  
5 North America’s (“LINA’s”) refusal to approve and pay Plaintiff rightfully owed long-term  
6 disability (“LTD”) income benefits as a result of her disability.

7 2. Plaintiff, an employee at Accenture LLP (“Accenture”) was one of the first people  
8 in the Seattle area to be diagnosed with COVID-19 in March 2020. Five months pregnant at the  
9 time, she went out on maternity leave expecting to return to work. After finding that her COVID-  
10 19 had not resolved as anticipated, she applied for short term disability (“STD”) benefits on or  
11 about October 8, 2020, which were approved by LINA and paid through the maximum date.  
12 Plaintiff then applied for LTD disability benefits, which LINA denied on August 3, 2021. Plaintiff  
13 appealed LINA’s denial of her LTD claim on January 18, 2022. LINA has never responded to the  
14 appeal or any of Plaintiff’s inquiries about its status.

15 **JURISDICTION**

16 3. This Court has subject matter jurisdiction over Plaintiff’s claim pursuant to ERISA  
17 § 502(e) and (f), 29 U.S.C. § 1132(e) and (f), and 28 U.S.C. § 1331.

18 **PARTIES**

19 4. Defendant Life Insurance Company of North America (LINA) is a corporation with  
20 its principal place of business in the State of Pennsylvania, incorporated in Pennsylvania, and is  
21 authorized to transact and is transacting business in the Western District of Washington.

22 5. LINA is the underwriter of a fully-insured group policy that funds disability  
23 benefits provided by Accenture LLP through an employee welfare benefit plan within the meaning  
24 of ERISA § 3(1), 29 U.S.C. § 1002(1) (the “Plan”). At all relevant times, the Plan offered, *inter*  
25 *alia*, STD and LTD benefits to participants, including Plaintiff.

26 6. Defendant LINA is the claims administrator and fiduciary for the Plan with respect  
27 to STD and LTD benefits. LINA makes decisions regarding eligibility for STD and LTD benefits  
28 under the terms of the Plan.



1 available to her rather than providing the required explanation for its new decision. Plaintiff  
2 timely appealed the denial of her benefits on January 18, 2022.

3 14. LINA failed to comply with statutory timeframes mandated by federal law, which  
4 require a decision on an appeal within 45 days. It has not responded at all to Plaintiff's appeal,  
5 though over four months have passed. Nor has it responded to her repeated inquiries about its  
6 status. Plaintiff therefore understands her appeal to be denied and her administrative remedies  
7 exhausted.

8 15. Plaintiff has been continuously disabled under the terms of the Plan and entitled to  
9 LTD benefits from April 6, 2021 through the present.

10 **COUNT I**

11 **[Claim for Benefits Against Defendants Pursuant to ERISA § 502(a)(1)(B)]**

12 16. Plaintiff incorporates Paragraphs 1 through 15 as though fully set forth herein.

13 17. ERISA § 502(a)(1)(B), 29 U.S.C. § 1132(a)(1)(B), permits a plan participant to  
14 bring a civil action to recover benefits due to her under the terms of a plan, to enforce her rights  
15 under the terms of a plan, and/or to clarify her rights to future benefits under the terms of a plan.

16 18. At all relevant times, Plaintiff has been entitled to disability benefits under the Plan.  
17 By denying Plaintiff's claim for disability benefits under the Plan, and by related acts and  
18 omissions, LINA has violated, and continues to violate, the terms of the Plan and Plaintiff's rights  
19 thereunder.

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff prays that the Court grant the following relief:

22 A. Declare that LINA violated the terms of the Plan by denying Plaintiff's  
23 claim for LTD benefits;

24 B. Order LINA to pay LTD benefits to Plaintiff pursuant to the terms of the Plan from  
25 April 6, 2021 through the date judgment is entered herein; together with pre-judgment interest on  
26 each and every such monthly payment through the date judgment is entered herein;

27 C. Declare Plaintiff's right to reinstatement in the Plan and her right to receive future  
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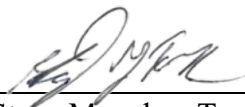
1 disability benefit payments under the terms of the Plan for as long as she remains disabled under  
2 the Plan's terms;

3 D. Award Plaintiff reasonable attorneys' fees and costs of suit incurred herein  
4 pursuant to ERISA § 502(g), 29 U.S.C. § 1132(g); and

5 E. Provide such other relief as the Court deems equitable and just.

6  
7 DATED: April 21, 2022

KANTOR & KANTOR, LLP

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9 By:   
10 Stacy Monahan Tucker  
11 WSBA 43449  
12 Attorneys for Plaintiff  
13 JULIE MATHEWS  
14 KANTOR & KANTOR, LLP  
15 19839 Nordhoff Street  
16 Northridge, CA 91324  
17 E-mail: stucker@kantorlaw.net  
18 Telephone: (818) 886-2525  
19 Facsimile: (818) 350-6272  
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