

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

LISA STRAWBRIDGE,)	
)	
Plaintiff,)	
)	
vs.)	Case No.:
)	
THE HUMANE SOCIETY OF THE UNITED)	
STATES,)	
)	
Defendant.)	

COMPLAINT

COMES NOW, the Plaintiff, Lisa Strawbridge (“Strawbridge”), by and through the undersigned counsel, to file this Complaint against The Humane Society of the United States (“HSUS”) and as cause therefore states as follows:

I. JURISDICTION AND VENUE

1. The Plaintiff, Lisa Strawbridge, has at all times material hereto been a citizen of the State of Illinois.
2. The Defendant, HSUS, is a Delaware corporation with its headquarters and principal place of business in Washington, D.C.
3. At all times material hereto, Lisa Strawbridge was employed by the HSUS as its Director of State Affairs for the State of Illinois.
4. HSUS maintained group long term disability insurance coverage for its employees as part of its employee benefit plan.
5. HSUS is both the Plan Sponsor and Plan Administrator for the group disability plan.
6. As the Plan Administrator, HSUS is a fiduciary of the group disability plan.

7. As a fiduciary of the group disability plan, HSUS has a legal duty to disclose pertinent information regarding the disability plan to HSUS employees including information that is not specifically requested by its employees.
8. HSUS never provided to Strawbridge a copy of the group disability policy, group certificate, or Summary Plan Description.
9. This Court has jurisdiction of this case pursuant to 28 U.S.C. § 1331, in that this action arises under the laws of the United States. Specifically, Lisa Strawbridge as an insured participant of the group long term disability insurance plan brings this action against HSUS to enforce her rights under ERISA as authorized by 29 U.S.C. § 1132.
10. Venue in the Northern District of Illinois is appropriate by virtue of a substantial part of the events giving rise to this claim having occurred in this District.

II. FACTUAL ALLEGATIONS

11. Lisa Strawbridge was employed by HSUS beginning on May 2, 2011.
12. Beginning in late fall of 2011, Ms. Strawbridge began to suffer from a series of debilitating, chronic conditions including severe fibromyalgia, late stage Lyme disease, and severe endometriosis.
13. As Ms. Strawbridge's health declined, she began frequently missing work due to her health conditions.
14. Ms. Strawbridge frequently and openly discussed her medical conditions with HSUS, including Cecilia Royal, the Senior Manager of Human Resources for HSUS.
15. On February 13, 2014, Ms. Strawbridge contacted HSUS via email to request the necessary paperwork to file a request for medical leave under the Family and Medical Leave Act ("FMLA").
16. Ms. Strawbridge's request was forwarded to Ms. Royal, who sent copies of the FMLA medical leave request forms via email to Ms. Strawbridge on February 14, 2014.

17. Ms. Strawbridge met with Ms. Royal on February 18, 2014 to discuss her conditions, their impact on her ability to work, and her options for taking medical leave.
18. At this meeting, Ms. Royal failed to notify Ms. Strawbridge of her eligibility to file a claim for long term disability benefits if her medical conditions persisted.
19. Ms. Strawbridge filed her request for FMLA medical leave on February 26, 2014.
20. Ms. Strawbridge's request for FMLA medical leave was approved on March 4, 2014, and she was granted 640 hours of intermittent job-protected medical leave retroactive to February 14, 2014.
21. On March 4, 2014, Ms. Royal requested that Ms. Strawbridge notify her on a bi-weekly basis of any missed time due to her serious health conditions so that Ms. Royal could track the amount of intermittent FMLA medical leave used by Ms. Strawbridge.
22. On this date, Ms. Royal failed to notify Ms. Strawbridge of her eligibility to file a claim for long term disability benefits if her medical conditions persisted.
23. Ms. Strawbridge complied with Ms. Royal's request and regularly notified her of missed work time due to her increasingly-severe medical conditions.
24. In an email dated June 6, 2014, Ms. Royal invited Ms. Strawbridge to "contact me if you have any questions about Family/Medical Leave."
25. In this June 6, 2014 email, Ms. Royal failed to notify Ms. Strawbridge of her eligibility to file a claim for long term disability benefits if her medical conditions persisted.
26. On November 17, 2014, Ms. Strawbridge emailed Ms. Royal to ask for advice as to her options as she struggled with increasingly severe health issues and her paid time off was running out. Ms. Strawbridge stated "I'm about out of PTO, and I'm having a lot of health issues. What is the timesheet code to take non-paid days off?"

27. Ms. Royal never responded to this inquiry, nor did she provide Ms. Strawbridge with any information regarding her right to file a claim for long term disability benefits under the Reliance Standard policy.

28. At that time, Ms. Strawbridge was not aware that she had long term disability coverage with Reliance Standard through HSUS.

29. HSUS never notified Ms. Strawbridge of the availability of long term disability coverage after learning of her debilitating medical conditions.

30. HSUS was negligent in their failure to notify Ms. Strawbridge of the disability coverage when it had full awareness of the severity and longevity of her medical conditions.

31. Ms. Strawbridge submitted her notice of resignation to HSUS on February 22, 2015 due to the severity of her medical conditions and notified HSUS that her physician had recommended that she take time away from work to deal with her severe fibromyalgia.

32. In her last week working for HSUS before the effective date of her resignation, Ms. Strawbridge participated in an extensive exit interview with representatives from HSUS's HR department, in which she gave a detailed account of her debilitating medical conditions and their impact on her ability to continue working.

33. During the meeting with HSUS representatives, the HSUS representatives failed to notify Ms. Strawbridge of her disability coverage under the Reliance Standard policy, of her right to pursue a disability claim with Reliance Standard, or of any of her rights under ERISA regarding her eligibility for disability benefits.

34. Despite the repeated and extensive notice to HSUS of Ms. Strawbridge's disability, HSUS failed to provide her with any information regarding her right to file a claim for long term disability benefits.

35. HSUS was negligent in its failure to provide Ms. Strawbridge with any information about the disability coverage during the exit interview.

36. Even when HSUS provided Ms. Strawbridge with options for converting or continuing her other benefits with HSUS, including her health, dental, and vision insurance benefits, HSUS failed to provide her with any information regarding the availability of long term disability benefits.
37. After learning of her debilitating medical conditions, HSUS never informed Lisa Strawbridge that she had disability coverage under the Reliance Standard policy.
38. HSUS never informed Lisa Strawbridge of her right to file a claim for long term disability benefits.
39. HSUS never encouraged Lisa Strawbridge to submit a claim to Reliance Standard.
40. HSUS maintained a copy of the Reliance Standard policy.
41. HSUS maintained the Reliance Standard claim form for HSUS employees to complete in order to submit a claim for disability benefits to Reliance Standard.
42. HSUS never provided Lisa Strawbridge with a copy of the Reliance Standard policy.
43. HSUS never provided Lisa Strawbridge with a claim form in order for her to submit a claim for disability benefits to Reliance Standard.
44. HSUS was negligent in failing to provide Strawbridge with a copy of the policy or claim form when it knew she had been very ill for a significant period of time.
45. At the time she resigned from HSUS, Ms. Strawbridge was completely unaware that she had disability insurance coverage under a Reliance Standard policy.
46. Ms. Strawbridge did not learn of her right to file a claim for long term disability benefits until 2018, when her Social Security Disability attorney encouraged her to investigate whether she was covered under a group disability plan sponsored by HSUS.
47. As soon as she discovered that HSUS maintained disability coverage for its employees, Ms. Strawbridge promptly requested a claim form from HSUS and filed her claim on December 17, 2018.

48. On January 14, 2019, Reliance Standard denied Ms. Strawbridge's long term disability claim, asserting that she had failed to timely submit a claim for disability benefits.

49. Ms. Strawbridge appealed the denial of her long term disability benefits claim to both Reliance Standard and HSUS via a letter dated March 20, 2019.

50. Reliance Standard denied Ms. Strawbridge's appeal via a letter dated April 24, 2019, again asserting that she had failed to timely submit her claim and was therefore precluded from receiving long term disability benefits under the Reliance Standard policy provided through the Plan.

51. Lisa Strawbridge has never received her disability benefits from Reliance Standard.

III. CLAIM FOR RELIEF

COUNT ONE - BREACH OF FIDUCIARY DUTY

52. Paragraphs 1-51 are hereby realleged and incorporated herein by reference.

53. HSUS was aware that Ms. Strawbridge was suffering from severe and debilitating chronic medical conditions that prevented her from performing the material duties of her occupation with HSUS or any other occupation.

54. For more than a year, HSUS closely tracked Ms. Strawbridge's absences after she was approved for intermittent FMLA medical leave as a result of her severe and debilitating chronic medical conditions.

55. HSUS never notified Ms. Strawbridge of her right to file a claim for long term disability benefits under the Reliance Standard long term disability policy.

56. By the time Ms. Strawbridge learned of her right to file a claim for long term disability benefits under the policy, the policy's time period for filing her claim had elapsed.

57. As a result of HSUS' failure to inform Ms. Strawbridge of her right to file a long term disability claim, Reliance Standard denied her claim as being untimely.

58. Lisa Strawbridge has been harmed by HSUS' actions and inactions in this case.

59. ERISA § 502(a)(3) provides that a civil action may be brought:

by a participant, beneficiary, or fiduciary

(A) to enjoin any act or practice which violates any provision of this subchapter or the terms of the plan, or

(B) to obtain other appropriate equitable relief

(i) to address such violations or

(ii) to enforce any provision of this subchapter or the terms of the plan...

Accordingly, § 502(a)(3) allows Lisa Strawbridge to bring a claim against HSUS for breach of its fiduciary duties. HSUS violated its fiduciary duties owed to Lisa Strawbridge as a beneficiary of the group long term disability insurance plan. With its actions and inactions, HSUS has prevented Ms. Strawbridge from timely filing her long term disability benefits claim and prevented Ms. Strawbridge from obtaining the long term disability benefits to which she is entitled as a former employee of HSUS and a participant of the group disability plan.

WHEREFORE, the Plaintiff, Lisa Strawbridge, requests that this Honorable Court enter Judgment:

- A. Awarding a surcharge against the Defendant in the full amount of any group long term disability benefits to which the Plaintiff would have been entitled if the Defendant had timely notified her of her right to file a claim for such benefits.
- B. Awarding interest on the unpaid group long term disability insurance proceeds.
- C. Awarding the Plaintiff reasonable reimbursement for attorney's fees and costs incurred as a result of the Defendant's breach of fiduciary duty.
- D. Awarding all other relief, including equitable relief, that is just and appropriate.

Respectfully Submitted,

s / Mark D. DeBofsky

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