

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA**

1. JESSICA McQUEARY,)	
)	
Plaintiff,)	
)	
vs.)	Case No.
)	
1. OPTUM GROUP, LLC;)	
2. UNITED HEALTH CARE, INC.; and)	
3. UNITED HEALTHCARE SERVICES,)	
INC.,)	
)	
Defendants.)	

COMPLAINT

COMES NOW, the Plaintiff, Jessica McQueary, and for her Complaint against the Defendants, Optum Group, LLC; United Health Care, Inc., and United HealthCare Services, Inc., and would allege and state as follows:

JURISDICTION AND VENUE

1. Plaintiff is a citizen and resident of Marshall County, State of Oklahoma.
2. Defendant Optum Group, LLC is a foreign corporation with its principal place of business located in a state other than Oklahoma, and a registered service agent in Oklahoma County, State of Oklahoma.
3. Defendant United Health Care, Inc. is a foreign corporation with its principal place of business located in a state other than Oklahoma, and a registered service agent in Oklahoma County, State of Oklahoma.

4. Defendant United HealthCare Services, Inc. is a foreign corporation with its principal place of business located in a state other than Oklahoma, and a registered service agent in Oklahoma County, State of Oklahoma.

5. 29 U.S.C. §1132(a)(3) allows participants in an ERISA health insurance plan to sue the ERISA insurer for injunctive and/or equitable relief.

CAUSE OF ACTION

COMES NOW Plaintiff, and for her Cause of Action against the Defendants would allege and state as follows:

6. Plaintiff was severely injured on or about 9/14/2024, as the result of a motor vehicle collision that occurred at or near 3-way intersection of Shay Cutoff and Shay Road, in the City of Kingston, Marshall County, State of Oklahoma.

7. At the time of the subject collision, Plaintiff's husband was driving their vehicle while Plaintiff was the front-seat passenger. The subject collision occurred when the third-party, at-fault driver failed to stop at a stop sign and collided with the passenger-side front of the vehicle Plaintiff was traveling in.

8. Shelter Insurance, the insurance carrier for the at-fault driver, accepted liability for the subject collision on behalf of its insured.

9. As a result of the subject collision, Plaintiff sustained bodily injuries for which medical care and treatment was required.

10. Plaintiff participated in a course of medical care and treatment as a result of the subject collision, and she therefore incurred medical expenses.

11. At the time of the subject collision Plaintiff had a policy of health insurance with Defendants, one or some or all of them.

12. Several of Plaintiff's dates of service of the medical care and treatment she received as a result of the subject collision were paid by her aforementioned policy of health insurance.

13. After being formally released from her course of medical care and treatment relative to the subject collision, Plaintiff submitted all of her medical records and medical bills from all of her collision-related treatment to the liability insurance carrier, Shelter Insurance.

14. After a review of all of Plaintiff's collision-related medical records and medical bills, the liability insurance carrier tendered a liability policy limits offer to Plaintiff to settle her liability claim. Plaintiff has accepted said offer.

15. As a result of Plaintiff's acceptance of the tender of a liability policy limits offer, Defendants are entitled, pursuant to their policy of health insurance with Plaintiff, to a right of subrogation against Plaintiff's liability policy limits recovery.

16. Defendants, one or some or all of them, as a result of Plaintiff's acceptance of the tender of liability limits from Shelter Insurance, have asserted a subrogation claim in violation of Plaintiff's health insurance policy plan provisions, against Plaintiff's third-party liability recovery in one or more of the following ways:

- a. Defendants, one or some or all of them, unlawfully asserted a right of subrogation relative to payments defendants made under the subject policy of health insurance for treatment rendered to Plaintiff that was

wholly unrelated to the subject collision, for which Plaintiff received no compensation from the liability auto insurance carrier, and for which were never submitted to the liability auto insurance carrier for consideration;

- b. Defendants, one or some or all of them, failed to properly investigate and evaluate the law and/or the subject policy of health insurance as it is related to the facts of the claim and/or issues involved in the claim;
- c. Defendants, one or some or all of them, failed to develop proper subrogation claims handling procedures and/or utilize those procedures in this claim;
- d. Defendants, one or some or all of them, failed to properly train the subrogation analysts and the supervisors of those analysts involved; and
- e. Defendants, one or some or all of them, wrongfully used harassing, oppressive, dismissive, and unnecessary claims handling techniques in attempt to avoid their obligations to Plaintiff.

17. Plaintiff's attempts to force Defendants to comply with the law and the terms and conditions of the subject policy of health insurance were rebuked by Defendants, therefore necessitating that Plaintiff retain counsel and file this action.

WHEREFORE, Plaintiff, Jessica McQueary, prays the following:

- (a) That Defendants be enjoined, pursuant to 29 U.S.C. §1132(a)(3)(A), from claiming a subrogation right in violation of the subject policy of health insurance;

(b) That this Court exercise its equitable powers, pursuant to 29 U.S.C. §1132(a)(3)(B), to determine the lawful maximum amount of Defendants' subrogation claim; and

(c) That this Court award to Plaintiff, pursuant to 29 U.S.C. §1132(g)(1), attorneys fees in her favor as against Defendants;

along with any and all other relief this Court deems just and proper.

Respectfully submitted,



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