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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

F.A., by and through his parents and guardians, P.A. and F.A., individually, on behalf of similarly situated individuals, and on behalf of THE NEIMAN MARCUS GROUP LLC HEALTH AND WELFARE BENEFIT PLAN,

Plaintiff,

v.

THE NEIMAN MARCUS GROUP LLC HEALTH AND WELFARE BENEFIT PLAN; and THE NEIMAN MARCUS GROUP LLC,

Defendants.

NO. 2:17-cv-1571

COMPLAINT
(CLASS ACTION)

[REDACTED]

I. PARTIES

1. *F.A.* Plaintiff F.A. is the three-year-old son and dependent of P.A. and F.A. and resides in King County, Washington. F.A. is a beneficiary, as defined by ERISA § 3(8), 29 U.S.C. § 1002(8), of The Neiman Marcus Group LLC Health and Welfare Benefit Plan. F.A.’s coverage is through P.A.’s employment with The Neiman Marcus Group LLC.

2. *The Neiman Marcus Group LLC Health and Welfare Benefit Plan.* The Neiman Marcus Group LLC Health and Welfare Benefit Plan (“Plan”) is an employee welfare benefit plan under the Employment Retirement Security of Act of 1974

1 (“ERISA”). The Plan provides health benefits for The Neiman Marcus Group LLC
2 employees and their dependents such as F.A.

3 3. *The Neiman Marcus Group LLC.* Defendant The Neiman Marcus
4 Group LLC. (“Neiman”) is the “Plan Sponsor” and “Plan Administrator” and is a named
5 fiduciary under ERISA.

6 **II. JURISDICTION AND VENUE**

7 4. Jurisdiction of this Court arises pursuant to ERISA § 502(e)(1),
8 29 U.S.C. § 1132(e)(1).

9 5. Venue is proper under ERISA § 502(e)(2), 29 U.S.C. § 1132(e)(2),
10 because, *inter alia*, a defendant resides or may be found in this district.

11 6. In conformity with 29 U.S.C. §1132(h), plaintiff has served this
12 Complaint by certified mail on the Secretary of Labor and the Secretary of Treasury.

13 **III. NATURE OF THE CASE**

14 7. F.A. seeks to end Defendants’ standard practice of insurance
15 discrimination against F.A. and other enrollees with developmental mental health
16 conditions, including but not limited to autism spectrum disorder (“ASD”).
17 Neurodevelopmental therapies (“NDT”) (speech, occupational and physical therapies to
18 treat developmental mental health conditions) and early and intensive provision of
19 medically necessary Applied Behavior Analysis (“ABA”) therapy can dramatically
20 improve the health and life-long well-being of enrollees with developmental mental
21 health conditions, including ASD. Defendants, however, exclude all coverage of
22 medically necessary NDT and ABA services to treat developmental mental health
23 conditions like ASD. Plaintiff seeks to enforce the Federal Mental Health Parity Act and
24 the applicable provisions of the Affordable Care Act, though ERISA and the terms of the
25 Plan, to end such discriminatory practices.

1 8. On October 3, 2008, Congress passed the Paul Wellstone and Pete
2 Domenici Mental Health Parity and Addiction Equity Act of 2008, commonly known as
3 the Federal Mental Health Parity Act. The Federal Parity Act expanded the scope of
4 previous federal legislation on access to mental health coverage and was “designed to
5 end discrimination in the provision of coverage for mental health and substance use
6 disorders, as compared to medical and surgical conditions.” *Coalition for Parity v.*
7 *Sebelius*, 709 F. Supp. 2d 10, 13 (D.D.C. 2010). The Federal Parity Act requires that the
8 exclusions and limitations imposed on mental health services are “no more restrictive”
9 than those applied to substantially all medical and surgical benefits. *See* 29 U.S.C.
10 § 1185a(a)(3); 42 U.S.C. § 300gg-5(a)(3); 26 U.S.C. § 9812(a)(3). The Federal Parity Act
11 took effect as of October 3, 2009.

12 9. The Federal Mental Health Parity Act requires Defendants to cover
13 all outpatient, intermediate and inpatient services that are medically necessary to treat
14 mental health conditions, if it also covers those services for medical/surgical conditions.
15 It further requires that Defendants ensure that treatment limitations on services to treat
16 DSM mental health conditions are no more restrictive than the predominate treatment
17 limitations imposed on substantially all of the Plan’s medical and surgical services.
18 29 U.S.C. § 1185a(3)(A)(ii).

19 10. Defendants do not apply the Federal Mental Health Parity Act
20 requirements to all services that are necessary to treat mental health conditions. While
21 defendants purport to cover treatment for ASD, they have adopted a uniform policy
22 excluding all coverage for ABA therapy to treat ASD, even when medically necessary.
23 F.A. was denied his pre-service request for coverage of ABA services to treat his ASD.
24 When F.A. appealed, Defendants denied his appeal, asserting that ABA therapy was
25 excluded from coverage.

1 11. Defendants have also adopted a uniform policy excluding all
2 coverage for NDT services, even when medically necessary. Defendants exclude all
3 NDT, asserting that the Plan only covers speech, occupational and physical therapy for
4 “non-chronic conditions, and acute illnesses and injuries” while excluding all coverage
5 of those same services for treatment of developmental disabilities like ASD. F.A.’s claims
6 for NDT services to treat his ASD was denied by defendants. When F.A.’s provider
7 appealed on F.A.’s behalf, Defendants denied the appeal(s), asserting that F.A.’s NDT
8 services were excluded, solely because it was provided to treat his ASD.

9 12. Defendants’ uniform exclusion of ABA and NDT coverage in its
10 Plan, policy and practices violates the requirements of the Federal Mental Health Parity
11 Act (29 U.S.C. § 1185a), the Affordable Care Act (42 U.S.C. §§300gg-3(a); 300gg-(4)(a))
12 and their implementing regulations which are incorporated as “terms of the plan[s]” into
13 the Plan under ERISA. By failing to comply with the Federal Mental Health Parity Act,
14 the Affordable Care Act, and the terms of the Plan, the Defendants are systemically and
15 uniformly failing to properly process claims and administer the Plan. The Plan’s
16 participants and beneficiaries have not received the benefits they are entitled to under
17 the Plan as modified by federal law. The Plan’s participants and beneficiaries are being
18 misinformed by Defendants with respect to their right to coverage under the Plan and
19 federal law.

20 13. This lawsuit seeks remedies for Defendants’ breach of fiduciary
21 duty under ERISA, arising out of their failure to comply with the terms of the Plan and
22 relevant federal law. It further seeks to recover the benefits that have been wrongfully
23 denied to F.A. and the class he seeks to represent. It also seeks a court order declaring
24 Defendants’ exclusions, limitations, policies and practices related to NDT and ABA
25 therapy to treat developmental mental health conditions illegal and void. The lawsuit
26

1 further seeks an injunction to prevent any future or ongoing efforts by Defendants to use
2 and enforce any exclusions, limitations, policies or practices that impermissibly deny,
3 exclude or limit beneficiaries' access to medically necessary NDT ABA therapy to treat
4 ASD and other developmental conditions under the Plan. Finally, it seeks to require
5 Defendants to provide accurate information concerning the legally-required coverage of
6 ABA and NDT under the Plan.

7 **IV. CLASS ALLEGATIONS**

8 14. *Definition of Class.* F.A. proposes the following class:

9 All individuals who:

10 (a) have been, are, or will be participants or beneficiaries under
11 The Neiman Marcus Group LLC Health and Welfare Benefit
12 Plan in effect or renewed on or after October 3, 2009 and/or
13 the relevant limitations period; and

14 (b) have received, require, or are expected to require Applied
15 Behavior Analysis (ABA) therapy and/or
16 Neurodevelopmental Therapy (NDT) (speech, occupational
17 and physical therapies) for the treatment of developmental
18 mental health conditions, including but not limited to autism
19 spectrum disorder.

20 15. *Size of Class.* The class of persons who have received, require or
21 are expected to require ABA and/or NDT therapy for the treatment of developmental
22 mental health conditions, and who have been, are or will be beneficiaries under the Plan,
23 is expected to number in the hundreds and is so large that joinder of all members is
24 impracticable.

25 16. *Class Representative F.A.* Named plaintiff F.A. is an enrollee in the
26 Plan. F.A. is diagnosed with ASD, a condition that is listed in the most recent DSM. F.A.
needs ABA and NDT services to treat his ASD. Defendants denied F.A.'s requests for
coverage of ABA and NDT services as excluded under the plan. His claims are typical

1 of the claims of the other members of the class, and through his parents, he will fairly
2 and adequately represent the interests of this class.

3 17. *Common Questions of Law and Fact.* This action requires a
4 determination of whether Defendants' policies and practices that deny, exclude and/or
5 limit coverage of ABA and NDT therapy to treat developmental mental health conditions
6 violates the terms of the Plan, the Federal Mental Health Parity Act and the Affordable
7 Care Act. Adjudication of this issue will in turn determine whether Defendants are liable
8 under ERISA for their conduct.

9 18. *Separate suits would create risk of varying conduct requirements.*
10 The prosecution of separate actions by class members against Defendants would create
11 a risk of inconsistent or varying adjudications with respect to individual class members
12 that would establish incompatible standards of conduct. Certification is therefore proper
13 under Federal Rule of Civil Procedure 23(b)(1).

14 19. *Defendants have acted on grounds generally applicable to the class.*
15 By applying policies and practices that result in the exclusion of coverage of ABA and
16 NDT therapy to treat developmental mental health conditions, Defendants have acted
17 on grounds generally applicable to the class, rendering declaratory relief appropriate
18 respecting the entire class. Certification is therefore proper under Federal Rule of Civil
19 Procedure 23(b)(2).

20 20. *Questions of law and fact common to the class predominate over*
21 *individual issues.* The claims of the individual class members are more efficiently
22 adjudicated on a class-wide basis. Any interest that individual members of the classes
23 may have in individually controlling the prosecution of separate actions is outweighed
24 by the efficiency of the class action mechanism. Upon information and belief, there is no
25
26

1 pending class action suit filed against the Defendants for the same relief requested in this
2 action.

3 21. *Venue.* This action can be most efficiently prosecuted as a class
4 action in the Western District of Washington, where Defendants do business and where
5 F.A. resides. Issues as to Defendants' conduct in applying standard policies and
6 practices towards all members of the class predominate over questions, if any, unique to
7 members of the class. Certification is therefore additionally proper under Federal Rule
8 of Civil Procedure 23(b)(3).

9 22. *Class Counsel.* F.A. has retained experienced and competent class
10 counsel.

11 **V. FACTUAL BACKGROUND**

12 23. During certain time periods on and after October 3, 2009, F.A. and
13 members of the class have been, are or will be participants or beneficiaries of the Plan,
14 which is subject to ERISA pursuant to 29 U.S.C. § 1003.

15 24. Since October 3, 2009, and continuing to the present, F.A. and other
16 members of the class have been diagnosed with developmental mental health conditions
17 including ASD.

18 25. F.A. and other members of the class have required, currently require
19 or will require ABA and/or NDT services to treat their developmental mental health
20 conditions. As defined by the Plan and relevant state and federal law, their ABA and
21 NDT services are "mental health services." Defendants, however, have excluded all
22 coverage of such treatment through the application of exclusions and limitations.

23 26. The application of these uniform Plan exclusions and limitations is
24 not "at parity" with the Plan's coverage of medical/surgical services. As a result, F.A.
25 and other members of the class have paid for ABA and NDT services out of their own
26

1 pockets, or face the imminent threat that they will have to do so in the near future. Other
2 class members have been forced to forgo needed treatment due to Defendants' conduct.

3 27. In light of the established Plan documents, statements and written
4 representations by Defendants to the parents and providers of F.A. and other members
5 of the class, any attempt by class members to pursue administrative remedies is futile.
6 Nonetheless, F.A. has completed the internal appeal process within the Plan to no avail.
7 He has exhausted his administrative remedies.

8 **VI. CLAIMS FOR RELIEF**

9 **FIRST CLAIM:**
10 **BREACH OF FIDUCIARY DUTIES**
11 **ERISA §§ 404(a)(1), 502(a)(2); 29 U.S.C. §§ 1104(a), 1132 (a)(2)**

12 28. F.A. re-alleges all paragraphs above.

13 29. Defendant The Neiman Marcus Group LLC is a plan fiduciary
14 under ERISA § 3(21)(A), 29 U.S.C. § 1002(21)(A), because it is the Plan Administrator.
15 Defendant Neiman exercises discretionary authority or discretionary control with
16 respect to the denial and appeal of denied claims under the Plan.

17 30. ERISA imposes strict fiduciary duties upon plan fiduciaries. ERISA
18 § 404(a)(1)(C), 29 U.S.C. § 1104(a)(1)(C), states, in relevant part, that a plan fiduciary
19 must discharge its duties with respect to a plan "solely in the interest of the participants
20 and beneficiaries and ... in accordance with the documents and instruments governing
21 the plan insofar as such documents and instruments are consistent with the provisions
22 of this title and Title IV."

23 31. ERISA § 409(a), 29 U.S.C. § 1109(a), states, in relevant part:

24 Any person who is a fiduciary with respect to a plan who
25 breaches any of the responsibilities, obligations, or duties
26 imposed upon fiduciaries by this title shall be personally liable
to make good to such plan any losses to the Plan resulting from
each such breach, and to restore to such plan any profits of

1 such fiduciary which have been made through each such
2 breach, and to restore to such plan any profits of such fiduciary
3 which have been made through use of assets of the Plan by the
4 fiduciary, and shall be subject to such other equitable or
remedial relief as the court may deem appropriate, including
removal of such fiduciary.

5 32. The terms of an ERISA plan include provisions of substantive
6 federal law, such as the requirements in the Federal Parity Act and the Affordable Care
7 Act. Defendants have failed to comply with the terms of the Plan, which include the
8 requirements of the Federal Mental Health Parity Act, the Affordable Care Act and their
9 implementing regulations as well as other federal law.

10 33. Defendants violated their obligations under ERISA § 404(a)(1),
11 29 U.S.C. § 1104(a)(1), by failing to act in accordance with the documents and
12 instruments governing the Plan, and breached their fiduciary duties to the Plan, F.A. and
13 all class members.

14 34. As a direct and proximate result of these acts and omissions, F.A.,
15 class members and the Plan have suffered losses (including harm to the integrity of the
16 Plan) and are entitled to relief under ERISA against Defendants.

17 35. F.A., class members and the Plan seek recovery of all losses to F.A.,
18 the Plan and class members arising from the breaches of fiduciary duties when treatment
19 required by the terms of the Plan as modified by the Federal Parity Act, the Affordable
20 Care Act, and their implementing regulations was denied.

21 **SECOND CLAIM:**
22 **CLAIM FOR RECOVERY OF BENEFITS, CLARIFICATION OF RIGHTS**
23 **UNDER TERMS OF THE PLANS AND CLARIFICATION OF**
24 **RIGHT TO FUTURE BENEFITS UNDER THE PLAN**
25 **ERISA § 502(a)(1)(B), 29 U.S.C. § 1132(a)(1)(B)**

26 36. F.A. re-alleges all the paragraphs above.

1 failure to administer the terms of the Plan as modified by the Federal Parity Act and
2 implementing regulations.

3 **VII. DEMAND FOR RELIEF**

4 WHEREFORE, F.A. requests that this Court:

5 1. Certify this case as a class action; designate named plaintiff F.A. as
6 class representative, and designate SIRIANNI YOUTZ SPOONEMORE HAMBURGER, Eleanor
7 Hamburger and Richard E. Spoonemore as class counsel;

8 2. Enter judgment on behalf of the Plan, F.A. and the class for injury to
9 the integrity of the Plan and/or losses sustained by such Plan due to Defendants'
10 breaches of fiduciary duty and failure to pay Plan benefits;

11 3. Declare that Defendants may not apply contract provisions, policies
12 or practices that wholly exclude or impermissibly limit ABA and/or NDT services to
13 treat developmental mental health conditions, since such exclusions and/or limitations
14 are not predominantly applied to medical and surgical services;

15 4. Enjoin Defendants from further violations of the terms of the Plan as
16 modified by the Federal Parity Act, the Affordable Care Act and their implementing
17 regulations;

18 5. Enter judgment in favor of F.A. and the class for damages in an
19 amount to be proven at trial due to the failure to provide benefits due under the Plan as
20 modified by the Federal Parity Act, the Affordable Care Act and their implementing
21 regulations;

22 6. Award F.A. and the class their attorney fees and costs under ERISA
23 § 502(g), 29 U.S.C. § 1132(g); and

24 7. Award such other relief as is just and proper.

1 DATED: October 24, 2017.

2 SIRIANNI YOUTZ
3 SPOONEMORE HAMBURGER

4 /s/ Eleanor Hamburger
5 Eleanor Hamburger (WSBA #26478)

6 /s/ Richard E. Spoonemore
7 Richard E. Spoonemore (WSBA #21833)
8 701 Fifth Avenue, Suite 3650
9 Seattle, WA 98104
10 Tel. (206) 223-0303; Fax (206) 223-0246
11 Email: ehamburger@sylaw.com
12 rspoonemore@sylaw.com

13 Attorneys for Plaintiff

CIVIL COVER SHEET

The 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, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

F.A., by and through his parents and guardians, P.A. and F.A., individually, on behalf of similarly situated individuals, and on behalf of THE NEIMAN MARCUS GROUP LLC HEALTH AND WELFARE BENEFIT PLAN

(b) County of Residence of First Listed Plaintiff King (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Eleanor Hamburger and Richard E. Spoonemore
Sirianni Youtz Spoonemore Hamburger
701 Fifth Avenue, Suite 2560, Seattle, WA 98104, 206-223-0303

DEFENDANTS

THE NEIMAN MARCUS GROUP LLC HEALTH AND WELFARE BENEFIT PLAN; and THE NEIMAN MARCUS GROUP LLC

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 US Government Plaintiff
2 US Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. 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 Multidistrict Litigation - Transfer
8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): ERISA § 502(e)(1), 29 U.S.C. § 1132(e)(1)

Brief description of cause: Seeking remedies for breach of fiduciary duty, recovery of denied benefits, and injunction

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 10/24/17 SIGNATURE OF ATTORNEY OF RECORD s/ Eleanor Hamburger (WSBA #26478)

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG JUDGE

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Western District of Washington

F.A., by and through his parents and guardians,
P.A. and F.A., individually, on behalf of similarly situated
individuals, and on behalf of THE NEIMAN MARCUS
GROUP LLC HEALTH AND WELFARE BENEFIT PLAN,

Plaintiff(s)

v.

Civil Action No. 2:17-cv-1571

THE NEIMAN MARCUS GROUP LLC HEALTH
AND WELFARE BENEFIT PLAN; and
THE NEIMAN MARCUS GROUP LLC,

Defendant(s)

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) THE NEIMAN MARCUS GROUP LLC HEALTH AND WELFARE BENEFIT PLAN
1201 Elm St. Rens Tower, #2912
Dallas, TX 75270

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you
are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ.
P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of
the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney,
whose name and address are: Eleanor Hamburger
Richard E. Spoonemore
Sirianni Youtz Spoonemore Hamburger
701 Fifth Avenue, Suite 2560
Seattle, WA 98104

If you fail to respond, 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 OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Western District of Washington

F.A., by and through his parents and guardians,
P.A. and F.A., individually, on behalf of similarly situated
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GROUP LLC HEALTH AND WELFARE BENEFIT PLAN,

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THE NEIMAN MARCUS GROUP LLC HEALTH
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THE NEIMAN MARCUS GROUP LLC,

Defendant(s)

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1201 Elm St. Rens Tower, #2912
Dallas, TX 75270

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P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of
the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney,
whose name and address are:

Eleanor Hamburger
Richard E. Spoonemore
Sirianni Youtz Spoonemore Hamburger
701 Fifth Avenue, Suite 2560
Seattle, WA 98104

If you fail to respond, 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 OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lawsuit Claims Neiman Marcus Healthcare Plan Excludes Vital Mental Health Treatments](#)
