

COMMONWEALTH OF KENTUCKY
FAYETTE CIRCUIT COURT
DIVISION
CIVIL ACTION NO.: 12-CV-5444

SHIRLEY HAWKINS

PLAINTIFF

vs.

COMPLAINT AND JURY DEMAND

LIBERTY LIFE ASSURANCE COMPANY OF BOSTON

DEFENDANTS

Serve by certified mail:
CSC Lawyers Incorporating Service Company
421 West Main Street
Frankfort, KY 40601

AND

AMAZON.COM, LLC

DEC 13 2012

Serve by certified mail:
CSC Lawyers Incorporating Service Company
421 West Main Street
Frankfort, KY 40601

1. Shirley Hawkins ("Plaintiff") is a citizen and resident of Lexington, Fayette County, Kentucky.

2. Liberty Life Assurance Company of Boston is a non-resident corporation transacting business in the Commonwealth of Kentucky. It is believed that Defendant is authorized to transact the business of insurance by holding a Kentucky Certificate of Authority. This defendant shall be served by certified mail upon its service of process agent, CSC Lawyers Incorporating Service Company, 421 West Main St., Frankfort, KY 40601.

3. Amazon.com, LLC, is a non-resident limited liability company transacting business in the Commonwealth of Kentucky. This defendant shall be served by certified mail

upon its service of process agent, CSC Lawyers Incorporating Service Company, 421 West Main St., Frankfort, KY 40601.

4. Jurisdiction and venue are proper in this court because the Plaintiff at all times relevant to this action was a resident of Fayette County; the insurance contract at issue was consummated in Fayette County; Defendants both transact business in Fayette County; and Plaintiff was employed by Amazon.com, LLC in Fayette County.

5. Plaintiff had been employed at Amazon.com, LLC in Lexington, Kentucky, most recently working as a warehouse associate.

6. The Defendants created and supplied to Plaintiff, as part of her employment with Amazon.com, a short-term disability plan, where the Plaintiff obtained coverage for short-term disability.

7. Defendant Liberty Life is responsible for payment of short-term disability benefits under the short-term disability plan, pursuant to a group insurance policy.

8. In the alternative to number 7 above, Amazon.com, LLC is responsible for payment of short-term disability benefits out of its general assets and has in place a contract with Liberty Life, whereby Liberty Life administers claims made under the short-term disability plan.

9. The Plaintiff, while working at Amazon.com, became totally disabled as defined in the disability plan on or about August 3, 2011, for various periods of time, and was entirely unable to return to work after October 24, 2011.

10. The Plaintiff applied for disability benefits by making claims (claim numbers 3020264 and 3043084) to Liberty Life, but said claims were denied by letters dated November 14, 2011, and January 16, 2012.

11. Plaintiff filed a timely appeal of the decisions to deny benefits and provided additional information in support of her claim on May 9, 2012.

12. Defendants have denied Plaintiff's appeal and have not paid any short-term disability benefits.

13. Plaintiff is entitled to disability benefits under the short-term disability plan.

14. Defendants should be required to perform under the contract for short-term disability benefits and pay Plaintiff's claim.

15. Defendants have breached the short-term disability contract with Plaintiff by refusing to pay benefits, and such breach entitles Plaintiff to compensatory and consequential damages.

16. The Defendants should be enjoined from stopping payments under the contract.

17. Defendant Liberty Life's denial of Plaintiff's claim violates KRS 304.12-230, the Unfair Claims Settlement Practices Act, which entitles Plaintiff to compensatory damages for her inconvenience and mental suffering, as well as punitive damages.

18. Defendant Liberty Life has violated KRS 304.12-235 by failing to pay Plaintiff's claim within 30 days of notice and proof of claim, and thus Plaintiff is entitled to 12% interest and recovery of her attorney's fees and costs.

19. The short-term disability plan at issue does not meet the qualifications of a plan under the Employee Retirement Income Security Act (ERISA).


20. In the alternative to allegation number 19 above, if the policy at issue does meet the qualifications for ERISA, then the decision made by the Defendants was erroneous, a breach of fiduciary duty, negligent, an abuse of discretion, arbitrary and capricious, and contrary to the

overwhelming evidence provided to the Defendant constituting a breach of fiduciary duty, which entitles the Plaintiff to contractual benefits and interest.

21. The damages sought for the aforesaid injuries are in excess of the jurisdictional limits of this Court.

WHEREFORE, Plaintiff seeks,

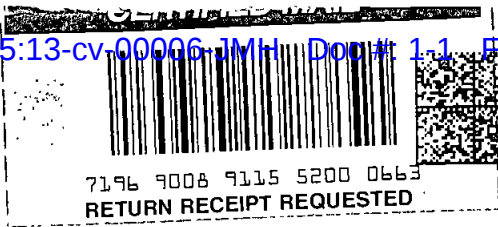
1. Judgment against the Defendants for full contractual benefits, attorney's fees, punitive damages to punish and deter them from similar conduct, prejudgment and post judgment interest, and compensation for emotional pain and suffering caused by the unreasonable and reckless delay.
2. Any and all other relief to which Plaintiff appears to be entitled.
3. Trial by jury.



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