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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
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11 AUSTIN BALTES,
12 Plaintiff,
13 v.
14 METROPOLITAN LIFE INSURANCE
15 COMPANY, et al.,
16 Defendants.
17

Case No. 2:23-cv-07404-MRA-JPR

**ORDER GRANTING PLAINTIFF’S
RULE 52 MOTION [34] AND
DENYING DEFENDANTS’ RULE 52
MOTION [31]**

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19 Plaintiff Austin Baltes (“Plaintiff” or “Baltes”) brought this action to challenge the
20 denial of long-term disability benefits by Defendant Metropolitan Life Insurance Company
21 (“MetLife”) under Defendant Google LLC Group Employee Benefit Plan (the “Plan”)
22 (collectively, “Defendants”), which is regulated and governed by the Employee Retirement
23 Income Security Act of 1974 (“ERISA”), 29 U.S.C. § 1001 *et seq.* The Court, upon the
24 parties’ request, ordered the parties to present this case by cross-motions under Federal
25 Rule of Civil Procedure 52.¹ ECF 24. On January 22, 2024, the Court also granted the
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27 ¹ Federal Rule of Civil Procedure 52 contemplates that an action may be tried on the
28 facts without a jury. “In a trial on the record, the court ‘can evaluate the persuasiveness of
conflicting testimony and decide which is more likely true.’” *Shaw v. Life Ins. Co. of N.*

parties’ Joint Stipulation as to the standard of review, requiring MetLife’s benefit determination to be reviewed de novo. ECF 27. The parties filed Opening and Responding Trial Briefs and various supporting materials. ECF 31, 34, 40, 41, 42, 43, 44, 46, 49. The Court held a hearing on the Rule 52 Motions on August 26, 2024. ECF 50.

I. FINDINGS OF FACT²

A. The Plan’s Provisions

Baltes’ employer, Google LLC (“Google”), established and maintained the Google LLC Group Employee Benefit Plan (the “Plan”) that provides long-term disability (“LTD”) benefits to eligible employees. PLAN 1-60. MetLife issued the group disability insurance policy that funds the LTD benefits under the Plan. PLAN 50. MetLife was also the claims administrator for LTD benefits under the Plan. *Id.* Baltes was employed by Google as a Senior Software Engineer. AR 10. Baltes, as a Google employee, is a participant in the Plan. AR 13. The Plan provides monthly LTD benefits after a 180-day Elimination Period, provided the claimant is “Disabled” as defined by the Plan. The Plan defines “**Totally Disabled or Total Disability**” as follows:

During the Elimination Period and the next 24 months, You are unable to perform with reasonable continuity the Substantial and Material Acts necessary to pursue Your Usual Occupation in the usual and customary way.

Am., 144 F. Supp. 3d 1114, 1123 (C.D. Cal. 2015) (quoting *Kearney v. Standard Ins. Co.*, 175 F.3d 1085, 1095 (9th Cir. 1999)). The bench trial may “consist[] of no more than the trial judge reading [the administrative record].” *Eisner v. The Prudential Ins. Co. of Am.*, 10 F. Supp. 3d 1104, 1114 (N.D. Cal. 2014) (quoting *Kearney*, 175 F.3d at 1095).

² Unless otherwise indicated, the Court’s findings of fact are taken from the Plan documents (“PLAN”) and Administrative Record (“AR”), which are attached as Exhibit B and Exhibit A, respectively, to the Declaration of Matthew Hallford. See ECF 31-1 (Hallford Decl.) ¶¶ 2-3, Ex. A (ECF 31-2; ECF 31-3), Ex. B (ECF 31-4). To the extent a finding is characterized as one of “law” but is more properly characterized as one of “fact” (or vice versa), substance shall prevail over form. Unless otherwise indicated, any evidentiary objections raised by the parties are overruled or immaterial to the Court’s findings.

1 AR 313. The Plan also provides the following pertinent definitions:

2
3 **Substantial and Material Acts** means the important tasks, functions and
4 operations generally required by employers from those engaged in Your Usual
5 Occupation that cannot be reasonably omitted or modified. In determining
6 what substantial and material acts are necessary to pursue Your Usual
7 Occupation, We will first look at the specific duties required by Your job. If
8 You are unable to perform one or more of these duties with reasonable
9 continuity, We will then determine whether those duties are customarily
10 required of other employees engaged in Your Usual Occupation. If any
11 specific material duties required of You by Your job differ from the material
12 duties customarily required of other employees engaged in Your Usual
13 Occupation, then We will not consider those duties in determining what
14 substantial and material acts are necessary to pursue Your Usual Occupation.

15 **Usual Occupation** means any employment, business, trade or profession and
16 the Substantial and Material Acts of the occupation You were regularly
17 performing for the employer when the Disability began. Usual Occupation is
18 not necessarily limited to the specific job that You performed for the
19 employer.

20 AR 314. To receive Total Disability benefits, the Plan requires the claimant to provide
21 “**Proof**,” which is defined as follows: “[w]ritten evidence satisfactory to Us” that
22 establishes “the nature and extent of the loss or condition,” “Our obligation to pay the
23 claim,” and “the claimant’s right to receive payment.” AR 311.

24 **B. Baltes’ LTD Claim**

25 On January 19, 2022, Baltes presented to Dr. Shiva Lalezarzadeh, Doctor of
26 Osteopathic Medicine, complaining of “fatigue throughout his life,” but reporting that
27 “[t]his past year fatigue has been very significant” and that “[h]e has not been able to
28 work.” AR 116. Dr. Lalezarzadeh recorded that Baltes had contracted COVID-19 in July
2020 and again on January 2, 2022. *Id.* Dr. Lalezarzadeh diagnosed Baltes with, among
other things, fatigue (R53.83) and impaired memory (R41.3). *Id.* On February 8, 2022,
Baltes reported to Dr. Lalezarzadeh that he “has been drinking more coffee to get work

1 down (sic)” and that “[h]e is trying to catch up.” AR 120. On February 22, 2022, Baltes
2 reported to Dr. Lalezarzadeh that he “has been drinking lots of coffee to be able to perform
3 at work” and “crashe[s] on weekends.” AR 124. He further stated that “[w]hile resting
4 during COVID it was very helpful” and he “feels he can take care of himself better if he
5 can stay off work for 3 months.” *Id.* Dr. Lalezarzadeh maintained her prior diagnoses. *Id.*

6 Baltes’ last day of work was February 28, 2022. AR 102, 864. Baltes filed a claim
7 for short term disability (“STD”) benefits due to fatigue and cognitive impairment, which
8 was approved by the claim administrator Sedgwick Claims Management Services
9 (“Sedgwick”). AR 10, 13-14. In support of his STD claim, Baltes submitted medical
10 records and claims forms from his treating physicians. In relevant part, an Attending
11 Providers Statement (“APS”), completed by Dr. Lalezarzadeh on May 31, 2022, certified
12 that Baltes’ current disabling conditions are fatigue and memory impairment, reported that
13 Baltes “continues to have extreme fatigue and poor cognition,” and projected that Baltes
14 would be able to return to work on August 29, 2022. AR 51. Baltes was approved for STD
15 benefits from March 1, 2022, to August 29, 2022. AR 10, 13-14, 102.

16 In and around June 22, 2022, as Baltes was nearing LTD transition, Sedgwick
17 forwarded Baltes’ LTD claim to MetLife. AR 10-12, 854. On June 28, 2022, MetLife
18 contacted Baltes, confirming receipt of his LTD claim, providing him with various
19 materials, and directing him to complete certain action items. AR 13-37, 851-54. In an
20 August 11, 2022, email, Google provided MetLife with the job description for a “Software
21 Engineer,” which specified that the job responsibilities are to “[d]esign, develop, test,
22 deploy, maintain and improve software” and to “[m]anage individual project priorities,
23 deadlines and deliverables.” AR 85. That same day, MetLife had an initial phone interview
24 with Baltes. AR 863-867. During the phone call, Baltes disclosed that he “was
25 experiencing a lot of cognitive issues, unable to read and confused. He was physically
26 fatigued as well.” AR 864. He reported that his current symptoms are “still a bit of
27 confusion, brain fog, enormous fatigue” and that “[t]he biggest thing is physical exertion
28 or cognitive exertion” that “wipes him out” and “can take a few days to recover.” AR 865.

1 He expressed needing to drink coffee to accomplish tasks, such as preparing his taxes, “but
2 then the recovery times are really bad.” AR 867. Baltes reportedly “realized that anything
3 that requires a little effort throws him off.” AR 868. When asked if he gets on the
4 computer, Baltes replied that “he has so much difficulty with that right now” and that he
5 does not look at his email “for a long time.” AR 868-69. During the call, Baltes also stated
6 that he was still being treated by Dr. Lalezarzadeh, but that he had also been seen by Dr.
7 Lisa Hunt on May 30, 2022, and July 19, 2022. AR 864. Baltes was reportedly unsure
8 whether he had ever been referred to or completed any cognitive testing. AR 866. MetLife
9 contacted Dr. Lalezarzadeh’s office that same day and purportedly confirmed that Baltes
10 was released to return to work full time as of August 29, 2022. AR 916.

11 Baltes provided MetLife with Dr. Hunt’s notes from his prior visits, as well as
12 additional APSs. An August 16, 2022, APS completed by Dr. Hunt listed Baltes’ primary
13 diagnosis as fatigue with a secondary diagnosis of, among other things, cognitive
14 dysfunction. AR 108. Plaintiff’s symptoms were listed as brain fog, difficulty with
15 concentration, fatigue, and exhaustion. *Id.* Dr. Hunt anticipated Baltes would be able to
16 work by October 17, 2022. *Id.* Her treatment plan included ozone therapy, IV nutrients,
17 and dietary changes. AR 109. An updated August 17, 2022, APS completed by Dr.
18 Lalezarzadeh stated Baltes was disabled due to fatigue and impaired memory, with
19 symptoms including extreme fatigue, brain fog, diarrhea, and memory impairment. AR
20 113-15. She stated that Baltes was “very compliant” with the treatment plan, but that he
21 would be unable to return to work before October 28, 2022. *Id.* Dr. Lalezarzadeh’s updated
22 APS was accompanied by notes from Baltes’ visits to her office. AR 116-37, 38-47.

23 On August 28, 2022, Baltes also sent MetLife records from two visits with Dr. Mark
24 Kreimer and Dr. Eric Osgood at the Chronic Covid Treatment Center. AR 138. In a report,
25 dated June 14, 2022, Dr. Kreimer diagnosed Baltes with post-acute sequelae of COVID-
26 19 (“PASC+”), *i.e.*, long-haul COVID-19, as confirmed by various blood tests, with
27 symptoms of brain fog and fatigue. AR 139-41. A medical assessment prepared by Dr.
28 Osgood on August 17, 2022, reported “improved biomarkers” and “[n]oticeable

1 improvement in cognition,” but noted that “[m]ental stamina continues to be an issue.” AR
2 142.

3 **C. MetLife’s Denial of LTD Claim**

4 MetLife referred Baltes’ claim file to a nurse consultant for review. AR 896. On
5 August 18, 2022, the nurse consultant concluded as followed:

6
7 [T]here [are] insufficient medical records to support physical functional
8 impairments or restrictions and limitations since the claimants last date
9 worked 2/28/2022 through the benefits start date 8/28/2022 or beyond as
10 evidenced by diagnosed fatigue with no laboratory findings or diagnostic
11 evidence to support the diagnosis, brain fog/impaired memory without any
12 cognitive testing or known referrals for cognitive evaluations and erectile
13 dysfunction which would not rise to the level of impairment. References to
14 long COVID are not supported by any specific evidence including no
15 available laboratory studies for a COVID-19 infection.

16 AR 896-97. The nurse consultant recommended that MetLife’s claims specialist obtain
17 updated medical records from Baltes’ medical providers, including “laboratory studies,”
18 “diagnostic testing,” and “cognitive testing.” AR 904-05. This expressly included any
19 “laboratory studies from Dr. Lalezarzadeh that would support toxic metal exposure,
20 COVID 19 exposure / infection, and her ordered and undefined ‘COVID long haul test[.]’”
21 AR 905.

22 On August 30, 2022, in response to MetLife’s request, Dr. Lalezarzadeh’s office
23 sent MetLife records related to Baltes’ care from January to August 2022, AR 161-86, as
24 well as the records of his intravenous (“IV”) treatment and the results of four toxicology
25 tests from 2022 and his blood tests from January and August 2022, AR 187-203. Several
26 toxicology results, reported on January 25, 2022, March 15, 2022, May 7, 2022, and August
27 24, 2022, indicated elevated levels of bismuth, cadmium, lead, mercury, and tin. AR 190-
28 92, 203. Results from laboratory developed tests for chronic COVID-19 symptoms,
reported on January 23, 2022, and August 12, 2022, reflected that Baltes had abnormally
high levels of certain cytokine markers that are indicative of chronic COVID-19 symptoms.

1 AR 193-98. MetLife did not receive additional records from Dr. Hunt. Baltes also sent an
2 email with a screenshot of a positive COVID-19 test from July 14, 2020. AR 204-05.

3 On August 30, 2022, MetLife's claims specialist once more concluded that "there
4 [are] insufficient medical records to support physical functional impairments or
5 restrictions" without "laboratory findings or diagnostic evidence to support the diagnosis,
6 brain fog/impaired memory" and "cognitive testing or known referrals for cognitive
7 evaluations[.]" AR 920. The claims specialist further determined that "[r]eferences to long
8 COVID are not supported by any specific evidence" such as "available laboratory studies
9 for a COVID-19 infection." *Id.*

10 MetLife then referred Baltes' claim to Dr. Gary Gramm for a physician consultant
11 review. AR 210-14. Dr. Gramm found that "[c]onsidering both the subjective and clinical
12 information, the evidence does not suggest that the claimant suffers from a medical
13 condition or combination of conditions of such severity to warrant the placement of
14 restrictions and/or limitations on his activities for the time of 03/01/2022 through
15 08/28/2022 and beyond." AR 213. Dr. Gramm acknowledged that Baltes "had been
16 diagnosed with fatigue, mental fog, long hauler syndrome and past exposure to mold," but
17 like MetLife's claims specialist, concluded that there was "no clinical examination or
18 testing to support the diagnoses." AR 214. He further opined:

19
20 The claimant had one attending physician statement that removed him
21 from work for 1 day. He had another that removed him from work for 3
22 months due to the conditions and warranted to focus on his activities of daily
23 living. However[,] during that time, he attended a coding conference in
24 another state, went to a party with moderate drinking among other things
25 while on leave. Based on the ability to perform these tasks while on his leave
26 of absence the claimant demonstrated the ability to perform tasks. Based on
27 all of these collective things the claimant has not demonstrate[d] the necessity
28 of restrictions and limitations.

Id. Dr. Gramm concluded that Baltes "would be able to sustain work on a full-time basis."

Id. In preparing his assessment, Dr. Gramm did not review the complete file. AR 210.

1 For instance, Dr. Gramm's list of records reviewed does not include certain of Dr. Hunt's
2 records (AR 91-96) or records from Baltes' IV treatment, toxicology tests, and blood tests
3 (AR 187-202). Dr. Gramm's report does not indicate that he was provided with or
4 reviewed Baltes' job description.

5 MetLife sent Dr. Gramm's report to Drs. Lalezarzadeh and Hunt. AR 217-238. On
6 October 24, 2022, Dr. Hunt responded in support of Baltes' claim. AR 244. She reported
7 that based on a "comprehensive work up," including "extensive lab studies," it was
8 determined that Baltes had "immune dysfunction, mycotoxin exposure as well as chronic
9 underlying infections." *Id.* She further noted that despite Baltes' progress to date, he
10 "continues to struggle at times with managing his personal daily activities." *Id.* As such,
11 she described his condition as "tenuous." *Id.* Based on his self-report that "his energy
12 levels, mental capabilities, and physical pain fluctuate daily," Dr. Hunt stated her concern
13 that if Baltes "returns to a stressful situation prematurely, he will risk losing much of his
14 hard-won progress and impede his complete recovery." *Id.* Dr. Hunt did not provide
15 additional medical records.

16 On October 27, 2022, Baltes emailed MetLife an October 10, 2022, APS completed
17 by Dr. Hunt. AR 245-48. In this APS, Dr. Hunt diagnosed Baltes with "[p]ostviral and
18 related fatigue syndrome" and "[b]artonella," with symptoms of fatigue, excess sleepiness,
19 post-exertional malaise, physical pain and discomfort, exhaustion, difficulty concentrating,
20 confusion, and brain fog. AR 246. She noted that Baltes has "[i]mproved slower than
21 expected." AR 248. She extended Baltes' anticipated return to work date to January 9,
22 2023. AR 246. An October 27, 2022, letter from Dr. Hunt noted the same diagnoses and
23 disclosed that Baltes received IV treatment from January through early August 2022. AR
24 249.

25 On October 27, 2022, MetLife's nurse consultant completed an additional
26 assessment. AR 951-59. The consultant determined that "physical or cognitive functional
27 impairments are not supported" because there is "no clinical examinations or testing results
28 to support the diagnoses." AR 952. The consultant specifically found as followed:

1 [H]is diagnosed fatigue is without laboratory findings or diagnostic evidence
2 to support the diagnosis, the reported brain fog/impaired memory is without
3 any cognitive testing or known referrals for cognitive evaluations and erectile
4 dysfunction which would not rise to the level of impairment. The references
5 to long COVID are not supported by any specific evidence.

6 *Id.* The nurse practitioner determined that Dr. Gramm did not need to prepare an addendum
7 incorporating the additional information because “no new medical evidence was
8 provided[.]” AR 958.

9 By letter, dated October 31, 2022, MetLife informed Baltes that it was unable to
10 approve his claim for LTD benefits because he was not Totally or Partially Disabled as
11 defined in the Plan. AR 269-72. The letter summarized certain medical records and Dr.
12 Gramm’s physician review. AR 269-270. The letter did not document several APS forms
13 or the records from Baltes’ IV treatment, toxicology tests and blood tests, or offer any
14 explanation for why those records were not considered. The letter concluded:

15 [W]e have reviewed all of the medical evidence provided to us in support of
16 your claim for Long Term Disability benefits and find that it does not support
17 functional limitations that would prevent you from engaging with reasonable
18 continuity the Substantial and Material Acts necessary to pursue your Usual
19 Occupation as a Software Engineer in the usual and customary way.
20 Therefore your claim has been denied.

21 AR 270.

22 **D. MetLife’s Denial of Appeal**

23 On January 10, 2023, Baltes advised MetLife that he intended to appeal MetLife’s
24 determination. AR 379. Baltes submitted his formal written appeal on April 6, 2023,
25 which included a written statement from Baltes, statements from friends and colleagues,
26 supporting letters from Drs. Lalezarzadeh and Hunt, a supporting letter from a new
27 provider, Dr. Julie Brush, N.D., as well as additional medical records. AR 422-550.

1 In his written statement, dated March 16, 2023, Baltes indicated that he received his
2 claim file, prepared his appeal with 17 attachments in support of his claim, and reported
3 several purported “inaccuracies, manipulative statements, and outright lies” in the claim
4 file. AR 451-62. For example, Baltes reported that the claim file repeatedly references a
5 call to Dr. Lalezarzadeh’s office in which her receptionist, not Dr. Lalezarzadeh, told
6 MetLife’s claims specialist that Baltes could return to work without restrictions on August
7 29, 2022. AR 452. Baltes also noted that MetLife’s assertion that there are no laboratory
8 findings to support his diagnosis ignores substantial lab work that supports his claim,
9 including toxic metals labs, the cytokine panels for long-haul COVID-19, and the tickborne
10 illness tests. AR 452-53. As for the cytokine panels in particular, Baltes opined, “MetLife
11 claims that there is no such thing as a COVID Long Hauler test, yet simultaneously they
12 suggest that my doctors have not provided sufficient lab work.” AR 453. Baltes contended
13 that given he presented lab testing evidencing high levels of toxic metal and markers of
14 long-haul COVID-19, MetLife’s requests for evidence of toxic metal “exposure” and
15 COVID “exposure” was irrelevant. AR 456.

16 In a letter, dated February 22, 2023, Dr. Lalezarzadeh clarified that she had not
17 cleared Baltes to return to work and that MetLife had relied on information purportedly
18 relayed by a receptionist, not a treating physician. AR 385. She further explained that
19 Baltes remained disabled and that she has “not communicated a release for [him] to return
20 to work.” *Id.* In the second letter, dated that same day, Dr. Lalezarzadeh explained that
21 MetLife has “twisted and changed [her medical records] into what it’s not.” AR 386. She
22 noted that the claim files imply that Baltes was taking psychedelic mushrooms, when in
23 fact her office notes “refer to medicinal mushrooms such as Chaga Reishi, Lions Main,
24 Cordyceps.” *Id.*

25 Dr. Brush prepared a letter, dated March 3, 2023, in support of the appeal. In the
26 letter, she reported that Baltes had been a patient of her clinic since 2022. AR 445-46. She
27 stated that Baltes “presented to the clinic due to low mental stamina, extreme fatigue that
28 disrupted daily function, and difficulty with focus complicated by a history of exposure to

1 toxic mold and to Lyme disease,” which “culminated in an inability to meet the demands
2 of his work as a software engineer.” AR 445. She noted that his evaluation included
3 “extensive clinic intake, psychometric testing, SPECT neuroimaging (a functional imaging
4 modality to assess brain activity patterns),³ and subsequent laboratory testing.” *Id.* She
5 provided imaging from Baltes’ recent SPECT neuroimaging scans and explained that they
6 support his reports of cognitive difficulties:

7
8 His SPECT scan showed an injured and poorly functioning brain, secondary
9 to a combination of past head injuries. Strongly affected areas include the
10 temporal lobes, the prefrontal cortex and the cerebellum. Reduction of blood
11 flow to these areas of the brain correlates with symptoms of fatigue, memory
12 problems, and difficulty with focus, concentration, organization and planning.

13 *Id.* Dr. Brush diagnosed Baltes with Chronic Fatigue and ADHD and noted that while
14 Baltes showed some improvement, he is still limited by fatigue and as such would not
15 recommend that he restart full-time work. AR 446. She foresaw him returning to work
16 within the next 12 months. *Id.*

17
18 ³ Defendants filed Objections to Evidence seeking to exclude the SPECT
19 neuroimaging scan relied on by Baltes and cited by Dr. Brush on the grounds that the
20 SPECT scan is scientifically unreliable. ECF 43. Plaintiff responds in relevant part that
21 Defendants’ Objections are not supported by the record or case law. ECF 46. The Court
22 agrees with Plaintiffs that Defendants’ Objections are without merit. First, the cases cited
23 by Defendants in which SPECT scans were found scientifically unreliable are
24 distinguishable for the reasons set forth in Plaintiff’s Response. *See id.* at 4-5. Moreover,
25 Defendants do not offer any legal or factual support for their assertion that Dr. Brush is
26 underqualified to interpret the results of a SPECT scan or offer any evidence to rebut Dr.
27 Brush’s interpretation. Crucially, in denying Baltes’ claim, Defendants impermissibly
28 failed to inform him that they found the SPECT scan or Dr. Brush’s interpretation of the
scan results unreliable. *See Collier v. Lincoln Life Assurance Co. of Bos.*, 53 F.4th 1180,
1186 (9th Cir. 2022) (“We have recognized that a plan administrator undermines ERISA
and its implementing regulations when it presents a new rationale to the district court that
was not presented to the claimant as a specific reason for denying benefits during the
administrative process.”).

1 On April 12, 2023, MetLife contacted Google to request a revised job description
2 because the prior written description did not include the position's physical job duties. AR
3 568. On April 14, 2023, Google sent MetLife an updated job description for a "Senior
4 Software Engineer," which provided that an employee in that position is responsible for
5 "[c]ode writing, testing & review." AR 569. This involves the following job duties:

6
7 Write product or system development code without supervision, conduct
8 testing beyond unit testing (e.g. integration, performance, stress, security,
9 load, fuzz), design code to allow for easy testing and write test case
10 descriptions. Review other engineers' code and provide feedback to ensure
11 best practices (e.g., style guidelines, checking code in, accuracy, testability,
12 and efficiency). Identify critical components and tech debt with high carrying
13 costs. Implement or guide remedies to improve long-term maintainability,
14 modifiability, etc. Managers also oversee their team's coding, testing, and
15 reviewing.

16 *Id.*

17 MetLife referred the file to Dr. Joyce Drayton, M.D., who prepared a consultant
18 review, dated April 20, 2023. AR 577-86. Dr. Drayton reviewed various medical records,
19 including the prior APSs by Drs. Lalezarzadeh and Hunt, the peer review by Dr. Gramm,
20 the subsequent correspondence submitted by Drs. Lalezarzadeh, Hunt, and Brush, as well
21 as an EKG and certain unspecified "Lab Reports." AR 577. Upon review, Dr. Drayton
22 concluded that "there was no need to speak to a treating provider to obtain further
23 clarification." AR 578. Dr. Drayton determined that "the evidence does not suggest that
24 the claimant suffers from a medical condition or combination of conditions of such severity
25 to warrant the placement of restrictions and/or limitations on his activities" during the
26 Elimination Period. AR 583. She acknowledged that Baltes was being "managed for the
27 conditions of history of COVID (x2), long haul COVID, Lyme disease, chronic Bartonella,
28 heavy metal toxicity, fatigue, brain fog/impaired cognition, and chronic inflammatory
response syndrome." AR 585. However, she found that exam findings "have remained
within normal parameters" and "[t]here is an apparent discrepancy between the claimant's

1 self-reported symptoms when compared to the documented exam findings and treatment
2 plan.” *Id.* She indicated “[t]here was no clinical evidence in the available medical records
3 to support the presence of severe and impairing symptoms which would support the
4 placement of restrictions and limitations for the time frames in question.” *Id.* Dr. Drayton
5 ultimately concluded as follows:

6
7 It is the opinion of this reviewer that the claimant is capable of full-time work-
8 related [sic] without supported restriction or limitations. While the claimant’s
9 symptoms of fatigue and difficulty concentration [sic] are acknowledged, the
10 available medical information does not support the presence of impairing
11 symptoms which would support the placement of restrictions or limitations.

12 *Id.* Dr. Drayton’s consultant review does not indicate that she was provided with or
13 reviewed Baltes’ initial or revised job description. *See* AR 577-86.

14 On April 25, 2023, MetLife forwarded Dr. Drayton’s consultant review to Mr.
15 Baltes’ physicians for review. AR 588-641. MetLife requested that if the physician did
16 not agree with Dr. Drayton’s findings, the physician should “submit a written response
17 with clinical information (e.g., current functional and/or psychiatric
18 limitations/impairments, lab results, physical therapy notes, cognitive behavioral therapy
19 notes, psychiatric exam findings, etc.) supporting your rationale.” *E.g.*, AR 588. Dr.
20 Lalezarzadeh responded by email, dated April 26, 2023, stating that she disagreed with Dr.
21 Drayton’s findings. She noted that as his treating physician, she observed Baltes’
22 difficulties and disability but also saw how much he was “eager to get back to work and
23 everything he did to become functional again.” AR 728. She noted that Baltes “holds a
24 high demanding position at Google and this position required him to be functional
25 physiologically.” *Id.* She reported that Baltes had since returned to work due to her
26 interventions and Baltes’ proactive efforts.⁴ *Id.* Dr. Hunt received Dr. Drayton’s

27
28 ⁴ On February 28, 2023, while Baltes’ appeal was pending, he returned to work at
Google on a part-time basis. AR 396-400. He purportedly returned to full-time work on
or about May 21, 2023. *See* ECF 34 at 18.

1 consultant review on May 2, 2023, and was permitted until May 23, 2023, to respond. AR
2 751. Dr. Hunt ultimately did not submit a response; nor did Dr. Brush. See AR 757.

3 By letter, dated May 26, 2023, MetLife advised Baltes that it had completed its
4 review of his appeal and upheld the denial of his LTD claim. AR 755-60. In the letter,
5 MetLife stated that based on the appeal review, including the review and opinion of Dr.
6 Drayton, it had “determined that the clinical evidence provided did not support a severity
7 of functional impairment to warrant the placement of restrictions and limitations on your
8 activities” during the Elimination Period. AR 758. The letter continued: “This is not to
9 say you were not experiencing difficulty; however, the available medical documentation
10 lacked evidence to support a severity of functional impairment that would have prevented
11 you from performing your usual occupation throughout the entire LTD elimination period.”
12 *Id.* Thus, MetLife determined that Baltes did not meet the Plan’s definition of disability
13 and upheld its denial of benefits. On September 7, 2023, Plaintiff commenced the instant
14 litigation. ECF 1.

15 **II. STANDARD OF REVIEW**

16 “[T]he de novo standard of review normally applies when a court reviews a claim
17 that a plan administrator improperly denied benefits under § 502(a)(1)(B) of ERISA.”
18 *McDaniel v. Chevron Corp.*, 203 F.3d 1099, 1107 (9th Cir. 2000); see also *Firestone Tire*
19 *& Rubber Co. v. Bruch*, 489 U.S. 101, 115 (1989) (explaining that the de novo standard of
20 review applies “unless the benefit plan gives the administrator or fiduciary discretionary
21 authority to determine eligibility for benefits or to construe the terms of the plan”). Under
22 the de novo standard of review, the court “accords no deference to the plan administrator’s
23 decision.” *Collier v. Lincoln Life Assurance Co. of Bos.*, 53 F.4th 1180, 1186 (9th Cir.
24 2022) (citing *Abatie v. Alta Health & Life Ins. Co.*, 458 F.3d 955, 963 (9th Cir. 2006) (en
25 banc)). Rather, “[t]he court simply proceeds to evaluate whether the plan administrator
26 correctly or incorrectly denied benefits.” *Abatie*, 458 F.3d at 963. That is, the court
27 determines in the first instance if the claimant has satisfied his burden of establishing by a
28 preponderance of the evidence that he or she is disabled under the terms of the plan. *Muniz*

1 v. *Amec Const. Mgmt., Inc.*, 623 F.3d 1290, 1294, 1296 (9th Cir. 2010). The court “must
2 base its decision on the administrative record and may supplement the record ‘only when
3 circumstances clearly establish that additional evidence is necessary to conduct an adequate
4 de novo review of the benefit decision.’” *Collier*, 53 F.4th at 1186 (quoting *Opeta v. Nw.*
5 *Airlines Pension Plan for Cont. Emps.*, 484 F.3d 1211, 1217 (9th Cir. 2007)).

6 “What the district court is doing in an ERISA benefits denial case is making
7 something akin to a credibility determination about the insurance company’s or plan
8 administrator’s reason for denying coverage.” *Abatie*, 458 F.3d at 969. In conducting de
9 novo review of a benefits denial, the court “cannot adopt post-hoc rationalizations that were
10 not presented to the claimant, including credibility-based rationalizations, during the
11 administrative process.” *Collier*, 53 F.4th at 1188 (citing *Harlick v. Blue Shield of Cal.*,
12 686 F.3d 699, 719-20 (9th Cir. 2012)). “[C]redibility determinations are not inherently
13 part of the de novo review. If the denial was not based on the claimant’s credibility, the
14 district court has no reason to make a credibility determination.” *Id.* (emphasis and internal
15 citation omitted).

16 **III. CONCLUSIONS OF LAW**

17 Defendants argue that Baltes’ LTD claim is “based on his self-reported complaints
18 of fatigue and cognitive impairment,” which are allegedly “unreliable,” “unsupported by
19 the medical evidence,” and thus “insufficient to prove total disability.” ECF 31 at 18-25.
20 Plaintiff argues that the evidence supported Baltes’ LTD claim because “it is based on the
21 examination and treatment of his treating physicians, while MetLife’s position is based on
22 two ‘paper review’ reports prepared by physicians who were not given copies of Mr.
23 Baltes’ entire medical records.” ECF 34 at 20.

24 The Court finds that Plaintiff has met his “burden of showing, by a preponderance
25 of the evidence, that [h]e was disabled under the terms of the plan during the claim period.”
26 *See Eisner v. The Prudential Ins. Co. of Am.*, 10 F. Supp. 3d 1104, 1114 (N.D. Cal. 2014).
27 Specifically, the record reflects that during the Elimination Period, Baltes was “unable to
28 perform with reasonable continuity the Substantial and Materials Acts necessary to pursue

1 [his] Usual Occupation in the usual and customary way,” and therefore was “Totally
2 Disabled” within the meaning of the Plan. See AR 313. The “Substantial and Material
3 Acts” of Baltes’ “Usual Occupation” are primarily defined by “the specific duties required
4 by [his] job.” See AR 314. As a Senior Software Engineer at Google, Baltes was
5 responsible for “[c]ode writing, testing & review,” which included the following job duties:
6 “[w]rite product or system development code without supervision, conduct testing beyond
7 unit testing . . . design code to allow for easy testing and write test case descriptions,”
8 “[r]eview other engineers’ code and provide feedback[,]” “[i]dentify critical components
9 and tech debt with high carrying costs,” “[i]mplement or guide remedies[,] and “oversee
10 [his] team’s coding, testing, and reviewing. See AR 569. The record reflects that Baltes
11 was unable to perform the specific duties required by his job with reasonable continuity
12 due to diagnosed symptoms of cognitive impairment, brain fog, and fatigue likely resulting
13 from long-haul COVID-19. Baltes’ claim of total disability is supported by his consistent
14 self-reporting, corroborating records and credible statements made by his treating
15 physicians, and the results from lab testing.

16 The Court finds that Baltes credibly self-reported symptoms of fatigue, cognitive
17 impairment, and brain fog to MetLife that were impacting his ability to function daily.
18 While MetLife was “under no obligation to accept [Plaintiff’s subjective complaints] at
19 face value,” *Seleine v. Fluor Corp. Long-Term Disability Plan*, 598 F. Supp. 2d 1090, 1102
20 (C.D. Cal. 2009); see also *Martucci v. Hartford Life Ins. Co.*, 863 F. Supp. 2d 269, 278
21 (S.D.N.Y. 2012) (“To force administrators to accept the subjective self-assessment of
22 employees at face value, would invite fraud and abuse upon the claims administration
23 process”), it also could not ignore Plaintiff’s self-reported symptoms if said reporting was
24 credible, see *Shaw*, 144 F. Supp. 3d at 1128; *Veronica L. v. Metro. Life Ins. Co.*, 647 F.
25 Supp. 3d 1028, 1040-44 (D. Or. 2022). “[I]t is unreasonable to reject ‘a claimant’s self-
26 reported evidence where the plan administrator has no basis for believing it is unreliable,
27 and where the ERISA plan does not limit proof to objective evidence.’” *Shaw v. Life Ins.*
28 *Co. of N. Am.*, 144 F. Supp. 3d 1114, 1128 (C.D. Cal. 2015) (citation omitted).

1 In the initial call with MetLife’s claims specialist, Baltes reported that he “was
2 experiencing a lot of cognitive issues,” was “unable to read and [felt] confused” and that
3 cognitive exertion “wipes him out” and “can take [him] a few days to recover. AR 865.
4 He explicitly disclosed that he has “so much difficulty” using the computer and that he has
5 not checked his email for “a long time.” AR 868-69.

6 Although MetLife did not explicitly make an adverse credibility determination
7 against Baltes, it implied that Baltes’ self-reporting was not credible. In its denial letter,
8 MetLife cited Dr. Gramm’s report, which noted that Baltes’ diagnosed conditions are
9 inconsistent with his self-reporting that he “attended a coding conference in another state,
10 went to a party with moderate drinking among other things while on the leave.”⁵ AR 270.
11 Defendants reiterate this contention throughout their briefing. *See, e.g.*, ECF 31 at 5, 23-
12 24; ECF 40 at 13. Yet MetLife has never explained *how* such activities rule out Baltes’
13 disability claim. That Baltes attended a conference and an one-off party are not at all
14 indicative of his ability to perform his job duties as a Senior Software Engineer with
15 reasonable continuity, as disability is defined under the Plan.⁶ *Cf. Kaminski v. UNUM Life*
16 *Ins. Co. of Am.*, 517 F. Supp. 3d 825, 864 (D. Minn. 2021) (holding that the claimant’s
17 participation in a one-off family trip to Europe, or a visit to his family cabin in Michigan
18 are not indicative of his ability to work in a full-time sedentary job); *Frerichs v. Hartford*
19 *Life & Acc. Ins. Co.*, 875 F. Supp. 2d 923, 948 (D. Minn. 2012) (finding evidence of a one-
20 off road trip was of little value, as it was outside the norm of the claimant’s daily activities);
21 *Holoubek v. Unum Life Ins. Co. of Am.*, No. 06-C-121-S, 2006 WL 2434991, at *11 n.4
22 (W.D. Wisc. Aug. 22, 2006) (finding certain evidence of little value because it failed to
23 demonstrate that plaintiff could sustain such a level of activity on a continuous basis).

24
25 ⁵ Dr. Gramm specifically concluded that “[b]ased on the ability to perform these
26 tasks . . . [Baltes] demonstrated the ability to perform tasks.” AR 214. It is unclear what
27 “tasks” Dr. Gramm is referring to given he did not review Baltes’ job description and there
28 is no indication he was aware of Baltes’ job-related tasks.

⁶ To the contrary, Baltes disclosed to MetLife that he was incapacitated for three
weeks after the party, which supports his self-reporting of daily impairment. AR 902.

1 Baltes' ability to attend to daily living, rather than his participation in isolated activities, is
2 a far more reliable indicator of disability, and to that end, MetLife ignored statements
3 consistently made by Baltes and reported by his treating physicians that Baltes was
4 struggling with various aspects of his daily living. *See* AR 108, 179.

5 The Court also finds that the statements of Baltes' treatment providers are reliable
6 evidence of his disability. The weight assigned to a physician's opinion will vary according
7 to various factors, including "(1) the extent of the patient's treatment history, (2) the
8 doctor's specialization or lack thereof, and (3) how much detail the doctor provides
9 supporting his or her conclusions." *Shaw*, 144 F. Supp. 3d at 1129. "[T]he more detail a
10 physician provides concerning the bases for his or her diagnosis and opinion, the more
11 weight his or her conclusions are afforded." *Id.* at 1130-31. In other words, "[a]
12 physician's opinion is more credible when supported by medical and vocational evidence
13 of contemporaneous functional limitations." *Biggar v. Prudential Ins. Co. of Am.*, 274 F.
14 Supp. 3d 954, 968 (N.D. Cal. 2017) (citation omitted).

15 In considering these factors, the Court disagrees with Defendants that the opinions
16 of Baltes' treating physicians should not be given significant weight merely because they
17 adopted Baltes' self-reported symptoms without any objective evidence to support the
18 diagnoses. ECF 31 at 18. For one, Baltes' treatment providers all agreed that Baltes was
19 sick and *did* rely on objective testing to inform their diagnoses. Specifically, Baltes'
20 treating physicians provided records from laboratory tests to support Baltes' diagnoses,
21 including in pertinent part the results of four toxicology tests from 2022 and lab tests for
22 chronic COVID-19 symptoms from January and August 2022. AR 187-203. The lab tests
23 specifically indicated that Baltes had abnormally high levels of certain cytokine markers
24 that are indicative of chronic COVID-19 symptoms. AR 193-98. Even if Baltes had not
25 produced such evidence, the Plan required only that Baltes submit "written evidence,"
26 without specifying that objective proof was required. *See* AR 311. Courts "have held it
27 unreasonable to reject Plaintiff's treating/examining physician's notes of Plaintiff's self-
28 reporting and subjective observations, or other assertedly 'subjective' evidence, where, as

1 here, . . . the applicable Plan does not restrict the type of evidence that may be used to
2 demonstrate disability.” *Shaw*, 144 F. Supp. 3d at 1128 (citation omitted).

3 In any event, “[t]he Ninth Circuit has repeatedly held that ‘the lack of objective
4 physical findings’ is insufficient to justify denial of disability benefits.” *Eisner*, 10 F. Supp.
5 3d at 1114 (quoting *Salomaa v. Honda Long Term Disability Plan*, 642 F.3d 666, 669 (9th
6 Cir. 2011); see also *Montour v. Hartford Life & Acc. Ins. Co.*, 588 F.3d 623, 635 (9th Cir.
7 2009); *Bergman v. Fed. Express Corp. Long Term Disability Plan*, No. 16-CV-1179-
8 BAS(KSC), 2017 WL 4310751, at *11 (S.D. Cal. Sept. 27, 2017) (“ERISA plans are
9 prohibited from denying a claim for a lack of objective evidence if only subjective evidence
10 of pain exists.”). Certain conditions are “largely . . . self-reported illness[es] that cannot
11 be diagnosed through any objective medical test.” *Perryman v. Provident Life & Accident*
12 *Ins. Co.*, 690 F. Supp. 2d 917, 945 (D. Ariz. 2010) (citing *Reddick v. Chater*, 157 F.3d 715,
13 726 (9th Cir. 1998); *Friedrich v. Intel Corp.*, 181 F.3d 1105, 1112 (9th Cir. 1999)); see
14 also *Sanchez v. Hartford Life & Accident Ins. Co.*, No. 220CV03732JWHJEM, 2022 WL
15 4009176, at *6 (C.D. Cal. Sept. 2, 2022) (“Courts should not, however, require ‘objective
16 proof’ of conditions that are inherently subjective.”).

17 As the Ninth Circuit explained in *Salomaa*, “[m]any medical conditions depend for
18 their diagnosis on patient reports of pain or other symptoms, and some cannot be
19 objectively established until autopsy. In neither case can a disability insurer condition
20 coverage on proof by objective indicators such as blood tests where the condition is
21 recognized yet no such proof is possible.” 642 F.3d at 678-79. It is well-established that
22 chronic fatigue is an inherently subjective condition for which objective proof is not
23 required. See, e.g., *id.* at 677 (explaining that “[t]here is no blood test or other objective
24 laboratory test for chronic fatigue syndrome” and that the standard diagnosis technique
25 includes testing, comparing symptoms to a detailed Centers for Disease Control list of
26 symptoms, excluding other possible disorders, and reviewing thoroughly the patient's
27 medical history”); *Hagerty v. Am. Airlines Long Term Disability Plan*, No. C09-3299 BZ,
28 2010 WL 3463620, at *2 (N.D. Cal. Sept. 3, 2010) (holding that “requiring objective

1 medical evidence of fatigue, when The Plan documents do not expressly require such proof,
2 is a factor suggesting The Plan abused its discretion”); *Cook v. Liberty Life Assur. Co. of*
3 *Bos.*, 320 F.3d 11, 21 (1st Cir. 2003) (explaining that requiring objective documentation of
4 chronic fatigue syndrome is unreasonable); *Mitchell v. Eastman Kodak Co.*, 113 F.3d 433
5 (3d Cir. 1997) (same). Several courts in the Ninth Circuit have concluded that the same is
6 true of long-haul COVID. *See, e.g., Waldron v. Unum Life Ins. Co. of Am.*, 773 F. Supp.
7 3d 1169, 1182 (W.D. Wash. 2025); *Abrams v. Unum Life Ins. Co. of Am.*, 647 F. Supp. 3d
8 1061, 1065 (W.D. Wash. 2022).

9 Moreover, that Baltes’ treating physicians primarily rely on Baltes’ self-reporting
10 should come as no surprise because “[d]octors have an obligation to record the symptoms
11 complained of by their patients.” *Seleine*, 598 F. Supp. 2d at 1102. As explained above,
12 it is unreasonable for a plan administrator to “reject [a claimant]’s treating/examining
13 physician’s notes of [the claimant]’s self-reporting and subject observations, or other
14 assertedly subjective evidence, where the applicable Plan does not restrict the type of
15 evidence that may be used to demonstrate disability.” *Shaw*, 144 F. Supp. 3d at 1128.

16 The Court finds that Dr. Lalezarzadeh is credible and assigns her opinions significant
17 weight. Dr. Lalezarzadeh is a Doctor of Osteopathic Medicine and treated Baltes for a
18 sustained and continuous period of time from January through August 2022. *See* AR 163-
19 86. Dr. Lalezarzadeh consistently diagnosed Baltes with fatigue and impaired memory,
20 among other conditions, noting that Baltes had a baseline state of brain fog that had made
21 it difficult for him to complete daily activities. *See, e.g.,* AR 163, 177. Although Dr.
22 Lalezarzadeh did not explain the basis for her diagnoses in each note from Baltes’ office
23 visits, aside from Baltes’ self-reporting, she supplemented these notes with the results of
24 four toxicology tests and blood tests. AR 187-203. Those lab results indicated that Baltes
25 had elevated levels of certain toxic metals and abnormally high levels of certain cytokine
26 markers that are indicative of chronic COVID-19 symptoms. AR 190-98, 203. Again, this
27 is consistent with Baltes’ self-reporting and the observations made in the office notes.
28

1 Defendants point out that Dr. Lalezarzadeh’s records “routinely documented normal
2 physical exams as well as normal and appropriate affect during office visits.” ECF 31 at
3 22. That may be, but those observations do not mean that her diagnoses of Baltes were
4 erroneous or that Baltes was capable of regularly performing his job duties. “Normal”
5 results may be used by physicians to rule out alternatives to their diagnosis. *See Salomaa*,
6 642 F.3d at 669 (finding that physicians used the claimant’s “normal” lab results to rule
7 out alternatives to chronic fatigue syndrome, contrary to the inference that the claimant
8 was healthy). Defendants also attempt to discredit Dr. Lalezarzadeh because she “did not
9 include any detailed mental status exams or other assessments regarding Baltes’
10 functionality,” ECF 31 at 22, but even if those exams demonstrated normal cognitive
11 functioning, it would not necessarily contradict Dr. Lalezarzadeh’s diagnoses based on
12 Baltes’ reporting of symptoms. *See Abrams*, 647 F. Supp. 3d at 1064-66. And even if
13 Baltes had not been correctly diagnosed by Dr. Lalezarzadeh, “that does not mean he is not
14 sick.” *Bunger v. Unum Life Ins. Co. of Am.*, 196 F. Supp. 3d 1175, 1187 (W.D. Wash.
15 2016).

16 The Court finds that Dr. Hunt is credible but assigns her opinions lesser weight than
17 Dr. Lalezarzadeh because of her shorter treatment history. Dr. Hunt only began treating
18 Baltes in May 2022, several months after his claimed date of disability. Nevertheless, her
19 observations and diagnoses were consistent with Dr. Lalezarzadeh’s—that Baltes had
20 “[p]ostviral and related fatigue syndrome” with symptoms of fatigue, excess sleepiness,
21 exhaustion, and difficulty concentrating, among others. AR 246. Baltes was also treated
22 by Drs. Kreimer and Osgood at the Chronic Covid Treatment Center. *See* AR 138. In a
23 June 14, 2022, report, Dr. Kreimer diagnosed Baltes with long-haul COVID-19 based on
24 the blood tests described above, AR 139-41, and Dr. Osgood similarly reported that, despite
25 improvements, “[m]ental stamina continues to be an issue” for Baltes, AR 142.

26 The Court further finds that Dr. Brush is credible. Although Dr. Brush only began
27 treating Baltes in October 2022, eight months after Baltes’ disability began, she diagnosed
28 Baltes with chronic fatigue syndrome, which is consistent with Baltes’ other treating

1 physicians. AR 445-46. As with Drs. Lalezarzadeh and Hunt, Defendants argue that Dr.
2 Brush did not provide an objective assessment of Baltes' reported fatigue and cognitive
3 impairment. ECF 31 at 22-23. Not so. Dr. Brush based her evaluation on extensive clinic
4 intake, psychometric testing, SPECT neuroimaging scans, and subsequent laboratory
5 testing. AR 445-46. From her review of the results of Baltes' SPECT neuroimaging scans,
6 Dr. Brush determined that Baltes' brain was "injured and poorly functioning," which
7 "correlates with symptoms of fatigue, memory problems and difficulty with focus
8 concentration, organization and planning." AR 404.

9 Defendants point out that Dr. Brush's "statement that Baltes would be unable to
10 return to work for another 12 months was directly contradicted" by the fact that Baltes had
11 already returned to work. ECF 31 at 32-33. Defendants misconstrue Dr. Brush's
12 conclusion regarding Baltes' projected return-to-work date. Dr. Brush "fore[saw] him
13 returning to *full-time* work *within* the next 12 months," noting that her clinic "will continue
14 to assess his progress on monthly to bimonthly intervals." AR 446 (emphasis added). It
15 is true that Baltes had already returned to *part-time* work by the date of Dr. Brush's letter,
16 but his return to part-time work is not inconsistent with her conclusion that he should be
17 able to return to full-time work by the year's end. Indeed, Baltes *did* return to full-time
18 work approximately three months later. See ECF 34 at 18. That Baltes returned to work
19 sooner than expected does not diminish Dr. Brush's credibility or her findings.

20 Defendants call attention to "numerous inconsistencies in the records that further
21 call into question the credibility of Baltes as well as his treating physicians." ECF 31 at
22 23-24. The Court disagrees that these are inconsistencies at all. It is true that Baltes and
23 his treating physicians regularly reported improvements in his energy levels and "normal"
24 exam results. See, e.g., AR 51, 159, 165-67. It does not follow that Baltes was no longer
25 disabled. Since his initial diagnoses, Baltes' treating physicians had consistently reported
26 that despite incremental improvements, Baltes had persistently experienced symptoms of
27 fatigue, brain fog, and memory impairment consistent with long haul COVID-19 that
28

1 affected his ability to perform his job duties. *See* AR 51, 108-09, 113-15, 124, 142, 244-
2 48, 445-46.

3 In rendering its claims determination, MetLife relied heavily on the opinions of its
4 independent physician consultants, Dr. Gramm and Dr. Drayton. The Court, however,
5 finds their statements to be of little assistance and assigns them minimal weight. Neither
6 physician consultant seriously disputed Baltes' diagnoses, including long-haul COVID-19,
7 chronic fatigue, and impaired memory. Rather, they contested the *severity* of his
8 conditions. Yet unlike Baltes' treating physicians, Dr. Gramm and Dr. Drayton only
9 conducted a paper review of Baltes' medical records and never examined Baltes in person.
10 The Ninth Circuit has explained that a plan administrator's choice to conduct a "pure
11 paper" review "raise[s] questions about the thoroughness and accuracy of the benefits
12 determination." *Montour*, 588 F.3d at 634; *see also Salomaa*, 642 F.3d at 676-77
13 (criticizing administrator's decision to not conduct an in-person examination when every
14 physician that did so found that claimant was disabled). While there is "nothing inherently
15 improper with relying on a file review," where, as here, "the conclusions from that review
16 include critical credibility determinations regarding a claimant's medical history and
17 symptomology, reliance on such a review may be inadequate." *Calvert v. Firststar Fin.,*
18 *Inc.*, 409 F.3d 286, 297 n.6 (6th Cir. 2005); *see also Oldoerp v. Wells Fargo & Co. Long*
19 *Term Disability Plan*, 12 F. Supp. 3d 1237, 1255 (N.D. Cal. 2014) ("[W]hen an in-person
20 medical examination credibly contradicts a paper-only review conducted by a professional
21 who has never examined the claimant, the in-person review may render more credible
22 conclusions."); *Tam v. First Unum Life Ins. Co.*, 491 F. Supp. 3d 698, 709-10 (C.D. Cal.
23 2020) (collecting cases). This is especially so in the context of this case, where all of
24 Baltes' treating physicians consistently found that Baltes suffered from fatigue, brain fog,
25 and related restrictions that affected his daily functioning. Critically, it does not appear
26 that either physician consultant actually reviewed Baltes' actual job description prior to
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28

1 rendering their opinions.⁷ Without the job description, it is not clear how Dr. Gramm or
2 Dr. Drayton could reliably opine that Baltes was not disabled as defined by the Plan, *i.e.*,
3 whether or not Baltes was able to perform with reasonable continuity the “Substantial and
4 Material Acts” of his “Usual Occupation.”

5 Based on a de novo review of the Administrative Record, the Court finds that Baltes
6 was disabled under the terms of the Plan and therefore entitled to LTD benefits during the
7 relevant time period.

8 **IV. CONCLUSION**

9 For the foregoing reasons, Plaintiff’s Motion is **GRANTED** and Defendants’
10 Motion is **DENIED**. Plaintiff shall lodge a proposed Judgment in his favor and against
11 Defendants within **five days** of the date of this Order.

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13 **IT IS SO ORDERED.**

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15 Dated: November 12, 2025


HON. MONICA RAMIREZ ALMADANI
UNITED STATES DISTRICT JUDGE

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24 ⁷ Defendants do not seriously dispute that Dr. Gramm and Dr. Drayton were not
25 provided with Baltes’ job description. In their Responding Brief, they note that the
26 physician consultants listed Baltes’ job title and his treatment providers’ description of his
27 duties in the records. ECF 40 at 21. But the question presented to the physician
28 consultants—whether Baltes is disabled under the Plan—is dependent on “the specific
descriptions of his job duties is an adequate substitute for Baltes’ actual job description.” AR 314. Neither Baltes’ job title alone nor third-party