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PLEASE VERIFY BEFORE SENDING

Unverified AI draft. Every fact must be checked against the records before use. It is not legal advice. Fill in every [ADD: …] placeholder, set the demand amount, confirm anything marked [VERIFY], and delete this box before sending.

- Representation: the firm notes name only Jennifer Coyle as the client. The hospital bills are for her spouse, Thomas Coyle, who was also a covered person. Confirm whether the firm also represents him and who the payee of any reimbursement should be.
- Keystone Benefit Administrators Inc. is identified only by the benefits portal contacts page [layoff_and_enrollment_records.pdf p.1]. Confirm who the formal plan administrator is (Bluegrove or Keystone as a third-party administrator). Keystone's address and contact, Bluegrove's ZIP code, and the claim/account number are not in the records.
- The records do not show when Bluegrove notified Keystone of the qualifying event, or how Keystone came to use the 77 Sycamore Lane address after HR approved the address change on August 5, 2025. Both are left as placeholders.
- The returned envelope is a copy supplied by the client's former neighbor [address_change_and_emails.pdf p.1]. Confirm its authenticity, when it was returned, and that the client received no notice after her October 21, 2025 email.
- The election period end date is not in the records. Ms. Allard's November 18, 2025 email says only that it "has now closed," and the letter does not state a date.
- The total of $40,273.45 is my addition of the amounts as read: $31,994.45 + $4,650.00 + $185.00 + $3,444.00. Please check it. The medical figures are billed charges, not amounts the plan would have paid. Premiums after the February 2, 2026 statement are not included and may need updating.
- [VERIFY] items for federal COBRA law, notice deadlines and penalties, and West Virginia state continuation law (including whether Bluegrove's size matters) are unresolved. No statute or deadline is stated in the letter.
- The demand amount, response deadline, statutory penalties, letter date, delivery method and firm contact details are placeholders. Hospital and provider account numbers were left out on purpose.
- The firm notes give the client's preferred remedy as reinstatement to October 1, 2025 or reimbursement. Confirm that framing, and whether Bluegrove or the plan can legally reinstate retroactively.

Prewitt Calloway PLLC
[ADD: firm street address]

[ADD: city, state ZIP]
[ADD: phone] · [ADD: email]

[ADD: date]

VIA [ADD: delivery method]

Marcy Allard, HR Director
Bluegrove Dental Partners LLC
1420 Tobacco Barn Road
Linden Falls, West Virginia [ADD: ZIP]

[ADD: Keystone recipient name]
Keystone Benefit Administrators Inc.
[ADD: street address]
[ADD: city, state ZIP]

Re: Failure to provide continuation coverage election notice. Jennifer Coyle. Bluegrove Dental Partners Group Health Plan. Claim/account number [ADD: claim or account number]. Coverage ended September 30, 2025

Dear Marcy Allard and [ADD: Keystone recipient name]:

Introduction

We represent Jennifer Coyle, who was covered under Bluegrove Dental Partners LLC's group health plan until September 30, 2025 [layoff_and_enrollment_records.pdf p.1]. This letter demands that Bluegrove Dental Partners LLC ("Bluegrove") and Keystone Benefit Administrators Inc. ("Keystone") correct the failure to deliver continuation coverage election information to Ms. Coyle and pay the losses that followed.

Coverage and qualifying event

Ms. Coyle was enrolled in the Bluegrove Dental Partners Group Health Plan, PPO Silver option, at the "employee plus spouse" tier. Coverage was effective January 1, 2025 and covered Ms. Coyle and her spouse, Thomas Coyle [layoff_and_enrollment_records.pdf p.1]. The 2025 enrollment confirmation lists Keystone as the plan administrator for COBRA continuation, as shown on the benefits portal contacts page [layoff_and_enrollment_records.pdf p.1].

By letter dated September 12, 2025, Bluegrove told Ms. Coyle that her Office Manager position was eliminated, that her last day of employment was September 19, 2025, and that her group medical, dental and vision coverage would end on September 30, 2025. The letter also said that information about continuing her health coverage "will be mailed to you separately by our plan administrator" [layoff_and_enrollment_records.pdf p.1]. The insurer portal shows Mr. Coyle's coverage as terminated effective September 30, 2025, with the reason "Employment ended" [layoff_and_enrollment_records.pdf p.1].

Notice timeline

Date	Event	Source
August 4, 2025	Ms. Coyle submitted a home address change through the Bluegrove HR portal, from 77 Sycamore Lane, Ashby, to 310 Quarry Hill Court, Linden Falls	[address_change_and_emails.pdf p.1]
August 5, 2025	M. Allard approved the address change	[address_change_and_emails.pdf p.1]
September 12, 2025	Bluegrove layoff letter; coverage to end September 30, 2025; continuation information to be mailed by the plan administrator	[layoff_and_enrollment_records.pdf p.1]
September 19, 2025	Last day of employment. Ms. Coyle emailed Ms. Allard asking her to confirm the COBRA paperwork would go to the Quarry Hill Court address	[layoff_and_enrollment_records.pdf p.1]; [address_change_and_emails.pdf p.1]
September 22, 2025	Ms. Allard replied: "Yes, Keystone will mail it. Let me know if you don't get it."	[address_change_and_emails.pdf p.1]
September 30, 2025	Group coverage ended	[layoff_and_enrollment_records.pdf p.1]
[ADD: date Bluegrove notified the plan administrator of the qualifying event]	Employer notice to the plan administrator (not shown in the records)	[ADD: source]
October 2, 2025	Keystone envelope postmarked, addressed to Ms. Coyle at 77 Sycamore Lane, Ashby. It was stamped "Return to sender, not at this address" and never forwarded to Ms. Coyle	[address_change_and_emails.pdf p.1]
October 14, 2025	Mr. Coyle underwent emergency surgery	[address_change_and_emails.pdf p.1]; [medical_bills_and_premiums.pdf p.1]
October 21, 2025	Ms. Coyle emailed Ms. Allard that she had not received anything about continuing coverage, that the hospital reported no insurance, and asked that the election form be sent that day	[address_change_and_emails.pdf p.1]
October 30, 2025	Ms. Allard replied that Keystone said a packet was mailed October 2 "to the address on file," and that she would ask which address Keystone had	[address_change_and_emails.pdf p.1]
November 18, 2025	Ms. Allard wrote that Keystone said the packet went to 77 Sycamore	[address_change_and_emails.pdf p.1]

Date	Event	Source
	Lane, Ashby, and that the election period "has now closed"	
[ADD: date election period ended, per Keystone]	End of election period as asserted by Keystone	[ADD: source]

The records show no election notice reaching Ms. Coyle at her Quarry Hill Court address as of her October 21, 2025 email [address_change_and_emails.pdf p.1]. [ADD: whether any election notice was received by Ms. Coyle after October 21, 2025]

Bluegrove approved the Quarry Hill Court address on August 5, 2025, and Ms. Allard acknowledged Ms. Coyle's September 19 request about where the paperwork should go. The only notice Keystone is known to have sent went to the old address [address_change_and_emails.pdf p.1]. [ADD: how and when Bluegrove gave Keystone Ms. Coyle's address information]

Harm to our client

Ms. Coyle's husband received emergency care beginning October 14, 2025, after her group coverage had ended and before she had any opportunity to elect continuation coverage. The hospital statement shows insurance payments of $0.00 and a self-pay balance, and the surgeon's statement notes "No active coverage found for date of service. Account placed on self-pay." [medical_bills_and_premiums.pdf p.1]. The Coyles then bought replacement individual coverage through Riverbend Health Plan of West Virginia, effective December 1, 2025, at $1,148.00 per month [medical_bills_and_premiums.pdf p.1].

Item	Date	Amount	Source
Central Valley Regional Medical Center, total charges (emergency department, imaging, surgical services, anesthesia, inpatient room and board, pharmacy and supplies); balance due, self-pay	October 14 to October 17, 2025 (statement dated November 20, 2025)	$31,994.45	[medical_bills_and_premiums.pdf p.1]
Linden Falls Surgical Associates, surgeon fee	October 14, 2025	$4,650.00	[medical_bills_and_premiums.pdf p.1]
Linden Falls Surgical Associates, follow-up visit	October 31, 2025	$185.00	[medical_bills_and_premiums.pdf p.1]
Riverbend Health Plan of West Virginia, replacement premiums paid for December 2025, January 2026 and February 2026	December 2025 to February 2026 (total paid as of February 2, 2026)	$3,444.00	[medical_bills_and_premiums.pdf p.1]
Total (as read from the bills)		**$40,273.45**	

Premiums for later months, and any further charges from these providers, are not included. [ADD: any additional bills or premiums incurred after February 2, 2026]

Demand

On behalf of Ms. Coyle, we demand that Bluegrove and Keystone do the following:

- Provide Ms. Coyle a compliant election notice for continuation coverage, sent to 310 Quarry Hill Court, Linden Falls, West Virginia, and reinstate her and Thomas Coyle's coverage under the plan retroactive to October 1, 2025, so that the October 2025 hospital and surgical bills are processed as covered claims [firm notes].
- In the alternative, reimburse Ms. Coyle and Mr. Coyle for the medical bills listed above and for the replacement coverage premiums paid, and any later premiums, as set out in the table above [firm notes].
- Pay [ADD: demand amount].
- Pay [ADD: statutory penalties, if any].
- Provide copies of the October 2, 2025 notice packet, any notice sent to the plan administrator of the qualifying event, and the address information Bluegrove gave Keystone.
- Respond in writing by [ADD: response deadline].

We also ask that Bluegrove and Keystone preserve all plan documents, notices and notice logs, mailing and returned-mail records, address records for Ms. Coyle, and communications about her coverage, including emails with Ms. Allard and Keystone's records of the October 2, 2025 mailing.

Federal and state rules

The federal law on continuation of group health coverage (COBRA) may apply to the Bluegrove plan [VERIFY]. The federal rules on the deadlines for employer and administrator notices, the election period, and available penalties are [VERIFY: federal rule on COBRA notice deadlines and penalties]. West Virginia may also have its own continuation coverage requirements for some employers [VERIFY: West Virginia rule on state continuation coverage]. Ms. Coyle reserves all rights and remedies under federal and state law, including as to Mr. Coyle.

Please direct all communications about this matter to my attention.

Sincerely,

Nathaniel R. Prewitt
Prewitt Calloway PLLC