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19 *Attorneys for Plaintiffs and the Proposed Class*

20 UNITED STATES DISTRICT COURT
21 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

22 GREG ENDRIES and DEE NICHOLS)
23 on their own behalves and on behalf of a)
24 class of similarly situated participants)
25 and beneficiaries,)
26 Plaintiffs,)
27 v.)
28 BOARD OF DIRECTORS OF THE)
MOTION PICTURE INDUSTRY)
HEALTH PLAN; BENEFITS)
COMMITTEE OF THE MOTION)
PICTURE INDUSTRY HEALTH)
PLAN; and CLAIMS REVIEW)
COMMITTEE OF THE BOARD OF)
DIRECTORS OF THE MOTION)
PICTURE INDUSTRY HEALTH)
PLAN,)
Defendants.)

Case No.:
**COMPLAINT FOR VIOLATION
OF ERISA**
CLASS ACTION

INTRODUCTION

1
2 1. Plaintiffs Greg Endries and Dee Nichols are both members of Local
3 600 of the International Cinematographers Guild, a participating union in the
4 Motion Picture Industry Health Plan (“MPI Health Plan” or “Plan”). The Plan is
5 governed by the Employee Retirement Income Security Act of 1974 (“ERISA”), 29
6 U.S.C. § 1000 *et. seq.*, and subject to ERISA’s strict fiduciary standards with respect
7 to the Plan’s management and administration.

8 2. As an enticement to join the union, Local 600 touts the excellent
9 benefits available to union members under the MPI Health Plan, which it describes
10 as the “best medical coverage in the entertainment industry.” According to Local
11 600’s website, joining the union provides a means to receive “continuous healthcare,
12 despite working for a variety of employers.” Both men joined this union in large
13 part to receive these advertised health benefits, but those benefits have now proved
14 elusive at a time when needed the most during this unprecedented COVID-19
15 pandemic.

16 3. In order to receive benefits under the MPI Health Plan, participating
17 union members such as Mr. Endries and Mr. Nichols must work a sufficient number
18 of hours during a six-month period: either 600 hours for newly-qualifying
19 participants, or 400 hours thereafter. As union members, however, each hour that
20 they work for participating employers results in these employers making
21 contributions to fund the Plan, regardless of whether Mr. Endries and Mr. Nichols
22 have worked a sufficient number of hours to qualify for benefits during a relevant
23 period.

24 4. Both Plaintiffs were on track to make their hours when COVID-19 shut
25 down the motion picture industry in New York and Los Angeles, where Mr. Endries
26 and Mr. Nichols live and work, respectively. The Board of Directors of the Plan,
27 who are ERISA fiduciaries, recognized the problem caused to many participants by
28 this shutdown and responded by extending 300 hours of credit, and later by

1 extending waiver of premiums for dependents as well as COBRA subsidies, to
2 participants who were currently receiving benefits under the Plan and who needed to
3 earn 400 hours by April or thereafter. But it left participants like Mr. Endries and
4 Mr. Nichols out in the cold, and refused to extend the hours, premium waiver for
5 dependents, or COBRA subsidies to them and others like them. These actions have
6 forced Mr. Endries and Mr. Nichols and others like them to either pay for COBRA
7 or other insurance coverage that they can ill afford given their loss of employment,
8 or to go without health insurance during this dangerous health crisis. In failing to
9 extend hours, dependent premium waivers and COBRA subsidies to the group of
10 Plan participants similarly situated to Mr. Endries and Mr. Nichols, the Board has
11 violated its ERISA duty of loyalty, which requires it to treat all Plan participants
12 fairly and not to arbitrarily favor one group of participants over another.

13 JURISDICTION

14 5. This Court has subject matter jurisdiction over Plaintiffs' federal claims
15 pursuant to 28 U.S.C. § 1331 and the specific jurisdictional statute for claims
16 brought pursuant to ERISA, ERISA Section 502(e) and (f), 29 U.S.C. § 1132(e) and
17 (f).

18 VENUE

19 6. Venue lies in the Central District of California pursuant to ERISA
20 Section 502(e)(2), 29 U.S.C. § 1132(e)(2), because the MPI Health Plan is
21 administered in this District and Defendants Board of Directors of the Motion
22 Picture Industry Health Plan ("Board of Directors" or "Board"), the Benefits
23 Committee of the Motion Picture Industry Health Plan ("Benefits Committee"), and
24 the Claims Review Committee of the Board of Directors of the Motion Picture
25 Industry Health Plan ("Claims Review Committee") may be found in this District.

26 INTRADISTRICT ASSIGNMENT

27 7. Pursuant to General Order 19-03, Section I.B.1.a.(1)(c), this case
28 should be assigned to the Western Division.

THE PARTIES

1
2 8. Plaintiff Greg Endries is, and has been at all relevant times, a
3 participant as defined by ERISA Section 3(7), 29 U.S.C. § 1002(7), in the MPI
4 Health Plan. Mr. Endries is a resident of New York, New York.

5 9. Plaintiff Dee Nichols is, and has been at all relevant times, a participant
6 as defined by ERISA Section 3(7), 29 U.S.C. § 1002(7), in the MPI Health Plan.
7 Mr. Nichols is a resident of Los Angeles, California.

8 10. The MPI Health Plan is an employee welfare benefit plan as defined by
9 ERISA Section 3(1), 29 U.S.C. § 1002(1). The Plan is funded and administered
10 through a trust established by collective bargaining agreements between numerous
11 unions and employers in the motion picture production industry.

12 11. Defendant Board of Directors is the Plan Administrator of the MPI
13 Health Plan within the meaning of ERISA Section 3(16)(A)(i), 29 U.S.C. §
14 1002(16)(A)(i). The Board of Directors consists of sixteen individuals appointed by
15 the participating employers, and sixteen individuals appointed by the participating
16 unions. Collectively, the Board of Directors are responsible for the operation and
17 administration of the Plan.

18 12. The Board of Directors is a named fiduciary of the MPI Health Plan
19 because it is named the Plan Administrator in the governing Plan documents, and is
20 a functional fiduciary of the Plan within the meaning of ERISA Section 3(21), 29
21 U.S.C. § 1002(21), in that it has and exercises discretionary authority or
22 discretionary control respecting management of the Plan and its assets, and/or it has
23 discretionary authority or discretionary responsibility in the administration of the
24 Plan. In administering the MPI Health Plan, the Board of Directors' authority and
25 responsibilities include the power to construe the provisions of the Plan, the
26 responsibility to determine the nature, amount and duration of health benefits
27 available to participants and beneficiaries of the Plan, and the authority to decide
28 any questions related to eligibility for and the extent of benefits provided to

1 participants and beneficiaries. The Board of Directors' address is in Studio City,
2 Los Angeles County, California.

3 13. As Plan Administrator, the Board of Directors delegates some Plan
4 administration responsibilities to Defendant Benefits Committee and/or Defendant
5 Claims Review Committee, including resolution of disputes regarding eligibility,
6 type, amount, and duration of benefits under the Plan.

7 14. In carrying out these Plan administration duties, Defendants Benefits
8 Committee and Claims Review Committee act as fiduciaries of the MPI Health
9 Plan. Pursuant to the Plan, the Claims Review Committee consists of members of
10 the Benefits Committee, as appointed by the Chairman of the Board of Directors.

11 FACTS

12 **MPI Health Plan Provisions**

13 15. The MPI Health Plan provides welfare benefits, including medical,
14 prescription drug, vision, dental and life insurance to participants who meet the
15 Plan's eligibility requirements. The participating employers are those engaged in
16 the production of motion pictures or in the business of furnishing materials or
17 services for motion picture productions, and which have entered into a collective
18 bargaining agreement with one or more participating unions. The Plan participants
19 hold a wide range of jobs in movie and television production, such as camera
20 operators, still photographers, technicians, grips, hair and make-up artists, art
21 directors, film editors, costume designers, script supervisors, painters and
22 mechanics.

23 16. Employers that participate in the MPI Health Plan contribute funds at
24 specified rates to the Plan on behalf of all covered employees for all hours worked.
25 These employees, along with their dependent spouses and children, constitute the
26 Plan participants and beneficiaries.

27 17. To be eligible for benefits under the Plan, participants must meet the
28 Plan's work hours requirements, which is based on six-month Qualifying Periods.

1 Defendants determine whether participants meet the hours requirements on a
2 monthly basis, according to a set schedule.

3 18. If a participant has never been eligible for benefits under the Plan
4 before, or has not been eligible for benefits in any of the five prior Eligibility
5 Periods, he or she must work at least 600 hours in covered employment during one
6 or two consecutive Qualifying Periods in order to become eligible for Plan benefits.
7 A Qualifying Period spans a six-month period as set forth in the Plan's schedule.
8 After satisfying this requirement, the participant's benefits, and the benefits of his or
9 her dependent spouse and/or children, will start at the beginning of the six-month
10 Eligibility Period that follows. For example, if a new Plan participant works at least
11 600 hours during the Plan's Qualifying Period of September 23, 2019 through
12 March 21, 2020, he will be eligible for benefits during the Plan's Eligibility Period
13 of June 1, 2020 through November 30, 2020.

14 19. Once a participant has met these initial eligibility requirements, he and
15 his dependents will be eligible for benefits in each subsequent six-month Eligibility
16 Period provided he works for at least 400 hours during the corresponding six-month
17 Qualifying Period. For example, if a participant's benefit eligibility is set to expire
18 on May 31, 2020, the Plan will reassess his eligibility for the subsequent Eligibility
19 Period of June 1, 2020 through November 30, 2020, during the corresponding
20 Qualifying Period of September 23, 2019 through March 21, 2020. Therefore, if
21 this participant has worked at least 400 hours between September 23, 2019 through
22 March 21, 2020, he and his dependents will remain eligible for benefits during the
23 next Eligibility Period. If the participant does not qualify for that Eligibility Period
24 because he has not worked at least 400 hours during the Qualifying Period, his
25 eligibility will automatically be reviewed again one month later, for the next six-
26 month Eligibility Period (meaning it is possible to requalify for benefits within just
27 one month of becoming ineligible).
28

1 20. Notwithstanding the above eligibility criteria, historically the Plan has
2 recognized certain “extensions,” whereby a participant and his dependents who are
3 otherwise going to become ineligible for benefits due to the participant having
4 worked less than 400 hours will nevertheless remain eligible for benefits. For
5 example, the Plan offers an eligibility extension of six months to an individual that
6 is unable to work because of a short-term illness or injury.

7 21. The Plan also provides that, for each Qualifying Period following initial
8 eligibility, hours earned in excess of 400 are credited to the participant’s “bank” of
9 hours. If hours earned in a subsequent Qualifying Period do not equal 400, then
10 hours from the participant’s bank are automatically withdrawn to satisfy the 400
11 hours requirement.

12 **COVID-19 Impact on Work and Defendants’ Response**

13 22. In March 2020, the motion picture industry, like so many other
14 industries, encountered a widescale shutdown due to the COVID-19 pandemic. In
15 early March, nearly all television and movie productions were abruptly cancelled
16 and put on hold indefinitely. As a result, many participants in the MPI Health Plan
17 that were working toward their initial 600-hour Qualifying Period to become
18 eligible for benefits, or that were working toward a subsequent 400-hour Qualifying
19 Period to remain eligible for benefits, lost work and became unable to accrue a
20 sufficient number of qualifying hours to secure Plan eligibility for an upcoming
21 Eligibility Period.

22 23. Defendants, as fiduciaries of the MPI Health Plan, recognized this
23 problem caused by the COVID-19 shutdown and responded in several ways,
24 including a COVID-19 hours extension, waiver of premiums for dependents, and
25 future COBRA premium subsidy. Defendants’ COVID-related relief has constituted
26 an important safety net during the unprecedented times of pandemic and
27 industrywide shutdown, when access to healthcare is perhaps more important than
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1 ever. However, Defendants extended this important COVID-related relief only to
2 some, and not all, of the Plan participants affected by the COVID-19 shutdown.

3 24. First, Defendants voted to extend up to 300 hours for April and May to
4 participants whose benefit eligibility was under review during those months.
5 However, Defendants extended this 300-hour extension only to those they referred
6 to as “ Active Participants who are currently enrolled in MPIHP and whose benefit
7 period ends on June 30, 2020 (this is for the qualifying period that ends in April 25,
8 2020),” thereby explicitly excluding participants on COBRA or on disability, and
9 excluding participants working toward initial eligibility.

10 25. With respect to participants with 375 or more hours in the six-month
11 period ending in March, Defendants provided a credit of just 25 hours to reach the
12 400-hour requirement for the Qualifying Period ending March 21, 2020. For
13 participants who had at least 300 but less than 375 hours in the six-month
14 Qualifying Period ending March 21, 2020, Defendants required those participants to
15 prove that but for the loss of work commitments due to production shutdowns
16 caused by the COVID-19 global pandemic, they would have worked sufficient hours
17 to reach 400 hours by March 21, 2020. In doing so, Defendants applied a more
18 onerous standard to participants whose Qualifying Period ended on March 21, 2020,
19 even if they were on track to make the requisite 400 hours by late March. For
20 example, to remain eligible for benefits, a participant with 350 hours had to prove
21 that he would have met the 400-hour requirement by March 21 absent the shutdown;
22 in contrast, no participant with a Qualifying Period ending just one month later had
23 to make any kind of showing, even if that individual only had 100 hours at the time
24 of the shutdown and was only scheduled to work minimal hours during the months
25 of March or April.

26 26. Likewise, for individuals whose Qualifying Period ended on March 21,
27 2020, who were not on track to hit the requisite 400 hours by March 21, but who
28 were on track to meet the requirement by April 25, 2020, these individuals were

1 wholly precluded from the hours extension. For example, if an individual had 295
2 hours in early March, was unable to reach the 400 hour requirement by March 21
3 but had scheduled sufficient hours in March and April to meet the April 25, 2020
4 Qualifying Period deadline, this participant was nonetheless precluded from
5 receiving any hours extension, either automatically or with an evidence showing to
6 Defendants.

7 27. In addition, by limiting the extension of hours to participants already
8 receiving benefits, Defendants precluded all participants who were on track to meet
9 an initial 600-hour requirement in March, April, or later from access to any relief.
10 For example, even if an individual had 575 hours as of early March, once the
11 shutdown occurred, he received no hours extension.

12 28. Second, the Board announced that beginning with payments due June
13 30, 2020, participants responsible for paying health premiums for dependents would
14 be granted a premium waiver for those dependents. However, the same participants
15 who were excluded from the COVID hours extension were also excluded from this
16 premium waiver for dependents.

17 29. Third, on or around June 25, 2020, the Board announced that
18 Defendants approved “granting COBRA coverage without the required premium
19 payment starting September 1.” In addition, Defendants waived the usual dependent
20 premium payments for participants with family members so that they could continue
21 receiving benefits without cost during the shutdown. Again, however, this relief
22 excluded the same participants who were excluded from the other COVID-related
23 relief. Thus, for all participants who were excluded from the COVID hours
24 extension and dependents’ premium waiver safety nets, they were also excluded
25 from the COBRA subsidy safety net. Even worse, for those who were working
26 toward their initial 600-hour requirement at the time of the shutdown, they are not
27 eligible for any COBRA coverage because they were not receiving any benefits, so
28 there is no COBRA coverage to be had.

1 30. The loss of both income and affordable health insurance coverage
2 during this worldwide health crisis is devastating to the Plan participants and their
3 family members who were arbitrarily excluded by Defendants despite the fact that
4 they, like the other participants who were extended the 300 hours, premium waiver
5 for dependents, and/or COBRA subsidies, lost their needed work hours due to the
6 crisis.

7 **Plaintiffs' Employment and Plan Participation**

8 Greg Endries

9 31. Plaintiff Greg Endries, who works as a still photographer on television
10 sets in and around the New York City area, has been a Plan participant since
11 approximately January 2019, when he became a member of Local 600 of the
12 International Cinematographers Guild, a participating union in the Plan. As such,
13 each hour that he works for participating employers results in these employers
14 making contributions to fund the Plan, regardless of whether he has worked a
15 sufficient number of hours to qualify for benefits during a Qualifying Period.

16 32. Mr. Endries reached the Plan's initial 600-hours requirement in
17 September 2019, qualifying him for benefits during the Eligibility Period of
18 December 1, 2019 through May 31, 2020. In order to remain eligible for benefits
19 for the subsequent Eligibility Period (June 1, 2020 through November 30, 2020), he
20 needed 400 hours during the Qualifying Period of September 23, 2019 through
21 March 21, 2020. If he did not hit that, he could go on COBRA for one month, and
22 then carry over hours and work the additional hours needed to reach 400 hours
23 during the next Qualifying Period, October 27, 2019 through April 25, 2020, to be
24 eligible for benefits for the July 1, 2020 to December 31, 2020 Eligibility Period.

25 33. Mr. Endries' work was slow during the holiday season, between
26 December 2019 and mid-January 2020. However, his work started to pick back up
27 after that, and by early March, he had 283 hours. His plan was to attempt to reach
28 the 400 hours requirement by March 21, 2020, but if he did not meet that deadline,

1 then to go on COBRA for one month, and reach the 400 hours requirement by April
2 25, 2020.

3 34. Mr. Endries' schedule was as busy as ever between mid-January and
4 early March, he had multiple jobs lined up, and his schedule was filling up for
5 March and April. However, all of his work was cancelled in early March 2020 due
6 to all productions shutting down amidst the pandemic and shelter-in-place rules.

7 35. Had Mr. Endries been working in covered employment for longer, he
8 would have had a bank of approximately 200 hours from which he could have
9 pulled to reach the 400 mark by March 21, 2020. However, he had to use all of his
10 600 hours worked during the previous Qualifying Period to satisfy the Plan's initial
11 hours requirement, and thus had no banked hours.

12 36. Pursuant to Defendants' interpretation and application of the eligibility
13 rules, Mr. Endries was precluded from receiving an extension of hours to meet the
14 400-hours requirement as of March 21, 2020, or any time thereafter. He submitted
15 documentation to Defendants seeking coverage given his circumstances, but
16 Defendants rejected his request. In addition, because he was not provided the hours
17 extension, he was also precluded from accessing the COBRA subsidy that
18 Defendants provided to other participants affected by the pandemic and work
19 shutdown.

20 37. As a result, in addition to having no income, Mr. Endries' health
21 benefits under the Plan expired on May 31, 2020, and because he finds it difficult to
22 afford COBRA coverage, he is without health insurance during these times of
23 significant health crisis.

24 38. Furthermore, because work has remained unavailable for nearly five
25 months at this point, based on Defendants' interpretation and application of the Plan
26 eligibility rules, Mr. Endries will soon be ineligible for receiving benefits under the
27 400-hour rule and will be required to satisfy another 600-hour initial eligibility
28 threshold. This was sufficiently difficult in 2019, and given the ongoing nature of

1 the pandemic and work slowdown, it is very unlikely that he will be able to satisfy
2 that more onerous requirement any time during the foreseeable future.

3 39. Defendants' inequal application or interpretation of eligibility rules to
4 different categories of Plan participants has resulted in many of Mr. Endries' peers
5 receiving a 300-hours extension simply because their Eligibility Period was just one
6 month later. Other participants are now entitled to COBRA coverage without
7 needing to pay the COBRA premium for themselves or their eligible dependents.
8 Although those Plan participants may also be experiencing financial difficulties
9 right now due to lack of work, at least those individuals, and their covered
10 dependents, have security with respect to their health insurance.

11 Dee Nichols

12 40. Plaintiff Dee Nichols, who works as a camera operator in and around
13 Los Angeles, has been a Plan participant since approximately October 2015, when
14 he became a member of Local 600 of the International Cinematographers Guild, a
15 participating union in the Plan. As such, each hour that he works for participating
16 employers results in these employers making contributions to fund the Plan,
17 regardless of whether he has worked a sufficient number of hours to qualify for
18 benefits during a Qualifying Period.

19 41. At the time of the industrywide shutdown in early March 2020, Mr.
20 Nichols had worked 512 hours out of the 600 hours that he needed to satisfy the
21 Plan's initial coverage requirement. He had scheduled enough work to meet the
22 600-hour requirement by March 21, 2020. However, in early March, his work was
23 cancelled due to the pandemic and related shelter-in-place rules, and he became
24 unable to meet the 600-hour requirement.

25 42. Pursuant to Defendants' interpretation and application of the eligibility
26 rules, Mr. Nichols was precluded from receiving any hours extension, because
27 individuals who were not receiving Plan benefits as of early March 2020 were
28 categorically excluded from receiving this relief.

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1 47. The Class is defined as all MPI Health Plan participants who were
2 precluded from receiving a 300-hour extension offered to participants who were
3 receiving benefits and whose Qualifying Period deadlines were in April or May, as
4 well as the premium waiver for dependents offered to these same Plan participants,
5 and the COBRA subsidies offered to those whose coverage would end in
6 September.

7 48. Plaintiffs reserve the right to modify the definition of the proposed
8 class based on information that they or their counsel learn through discovery.

9 49. The proposed class meets all the requirements of Federal Rule of Civil
10 Procedure 23, as follows.

11 50. Upon information and belief, the Class is so numerous that joinder of
12 all persons in the Class is impracticable. The MPI Health Plan's publicly available
13 Form 5500 (Annual Return/Report of Employee Benefit Plan), for the Plan year
14 ending December 31, 2018, states that there were more than 63,000 Plan
15 participants during that year. Plaintiffs are informed and believe that it is likely that
16 hundreds of Plan participants have been excluded from Defendants' COVID-19-
17 related relief. While the precise number of proposed Class members has not been
18 determined at this time, Plaintiffs are informed and believe that the substantial
19 number of MPI Health Plan participants and beneficiaries who have been similarly
20 affected precludes joinder of all affected participants and beneficiaries. Numerosity
21 of the Class will be ascertained and confirmed by discovery. The number and
22 identity of the members of the Class are readily determinable from the Defendants'
23 records.

24 51. There are common questions of law and fact affecting the rights of the
25 members of the Class, including, without limitation:

- 26 a. Whether Defendants acted in a fiduciary capacity in excluding
27 Class members from COVID-19 relief, including the 300-hour
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- 1 eligibility extension, premium waiver for dependents and
- 2 COBRA subsidies;
- 3 b. Whether Defendants breached their fiduciary duties by excluding
- 4 Class members from being eligible for the 300-hour extension,
- 5 premium waiver for dependents and/or COBRA subsidies; and
- 6 c. Whether Plaintiffs and the Class are entitled to equitable relief
- 7 from Defendants' violations of ERISA Section 404(a).

8 52. The claims of the named Class representatives are typical of the claims
9 of the proposed Class. Plaintiffs and all members of the proposed Class sustained
10 the same or similar injuries arising out of and caused by Defendants' common
11 course of conduct in violation of applicable Federal law. Plaintiffs' claims are
12 thereby representative of, and co-extensive with, the claims of the proposed Class
13 members.

14 53. The named representatives will fairly and adequately protect the
15 interests of the proposed Class. There are no conflicts between the interests of Mr.
16 Endries and Mr. Nichols and the other members of the proposed Class.

17 54. This action is maintainable as a class action under Federal Rule of Civil
18 Procedure 23(b)(1) because prosecuting separate actions by individual class
19 members would create a risk of (A) inconsistent or varying adjudications with
20 respect to individual class members that would establish incompatible standards of
21 conduct for the party opposing the class; or (B) adjudications with respect to
22 individual class members that, as a practical matter, would be dispositive of the
23 interests of the other members not parties to the individual adjudications or would
24 substantially impair or impede their ability to protect their interests. Specifically,
25 separate actions by individual class members could produce varying adjudications as
26 to, *inter alia*, whether Defendants acted in a fiduciary capacity in providing COVID-
27 related relief to some, but not all, Plan participants; whether Defendants breached
28 their fiduciary duty of loyalty by excluding Class members from the COVID-related

1 relief; and whether injunctive and other equitable relief is available for Defendants’
2 ERISA violations.

3 55. This action is maintainable as a class action under Rule 23(b)(2)
4 because Defendants have acted and/or refused to act on grounds generally
5 applicable to the Class, thereby making appropriate monetary, injunctive and other
6 equitable relief in favor of the Class. For example, Defendants’ refusal to provide
7 the 300-hour extension and/or COBRA subsidy to all Plan participants working
8 toward the April 25, 2020 deadline, and Defendants’ refusal to provide the 300-hour
9 extension to Plan participants working toward their initial 600-hour eligibility
10 requirement, was systemic in nature, affecting all similarly situated MPI Health Plan
11 participants in the same way.

12 **FIRST CLAIM FOR RELIEF**

13 **Claim for Injunctive and Appropriate Equitable Relief to Remedy**
14 **Violation of ERISA Section 404(a), 29 U.S.C. § 1104(a),**
15 **Against All Defendants**

16 56. Plaintiffs incorporate the above paragraphs as though fully set forth
17 herein.

18 57. ERISA Section 404(a), 29 U.S.C. § 1104(a), requires that a fiduciary
19 discharge its duties with respect to a plan solely in the interest of the participants
20 and beneficiaries and for the exclusive purpose of providing benefits to participants
21 and their beneficiaries. These duties include the duty of impartiality, such that
22 fiduciaries must act for the benefit of all participants, even-handedly among them,
23 and may not favor the interests of one group of participants over another.

24 58. Defendants breached their fiduciary duties to Plaintiffs and the Class
25 members by acts and omissions, including arbitrarily favoring one group of
26 participants over others, and excluding Plaintiffs and the Class from the COVID-
27 related safety nets in the form of 300-hour extensions, premium waiver for
28 dependents, and COBRA subsidy that Defendants extended to other participants.

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6. Provide such other equitable relief as the Court deems appropriate.

Dated: July 16, 2020

RENAKER HASSELMAN SCOTT LLP
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By: /s/ Elizabeth Hopkins
Elizabeth Hopkins

Attorneys for Plaintiffs and the Proposed
Class

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