

**UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH DAKOTA
CENTRAL DIVISION**

<p>METROPOLITAN LIFE INSURANCE COMPANY and TriNET HR XI, INC.,</p> <p style="text-align: center;">Plaintiffs,</p> <p>v.</p> <p>DURIN MUNDAHL, individually, and as the personal representative of the Estate of Joye M. Braun, and MORGAN BRINGS PLENTY, individually,</p> <p style="text-align: center;">Defendants.</p>	<p style="text-align: right;">Case No.: <u>24-cv-3029</u></p> <p style="text-align: center;">COMPLAINT</p>
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Plaintiffs Metropolitan Life Insurance Company (“MetLife”) and TriNet HR XI, Inc. (“TriNet”), through their undersigned counsel, Susan Meyer and Sarah Collins of Gordon Rees Scully Mansukhani, LLP, file their Complaint.

PARTIES

1. MetLife at all relevant times was and is an insurance company incorporated in and existing under the laws of New York with its principal place of business in New York. It is licensed with the South Dakota Division of Insurance.

2. TriNet at all relevant times was and is a company incorporated in and existing under the laws of Delaware with its principal place of business in California.

3. Upon information and belief, Defendant Durin Mundahl is the son of Joye M. Braun, who is deceased. Upon information and belief, Mr. Mundahl is a citizen of South Dakota and domiciled in Eagle Butte, South Dakota. Upon information and belief, Mr. Mundahl was appointed as personal representative of the Estate of Joye M. Braun.

4. Upon information and belief, Defendant Morgan Brings Plenty is the daughter of Ms. Braun. Upon information and belief, Ms. Brings Plenty is a citizen of South Dakota and domiciled in Eagle Butte, South Dakota.

JURISDICTION AND VENUE

5. This Court has personal jurisdiction as all of the defendants are citizens of and domiciled in South Dakota.

6. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 and 29 U.S.C. § 1132(e) and (f) because this case arises out of a dispute over benefits under an employee benefits plan subject to the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 *et seq.* (“ERISA”).

7. This Court also has subject matter jurisdiction pursuant to 28 U.S.C. § 1332 as the matter in controversy is between citizens of different states and exceeds the sum or value of \$75,000, exclusive of interest and costs.

8. This Court further has jurisdiction over this action pursuant to 28 U.S.C. § 2201 and 2202, which authorizes declaratory judgments in cases of actual controversy within a court’s jurisdiction.

9. Venue is proper in this judicial district pursuant to 29 U.S.C. § 1132(e)(2) because the alleged conduct occurred in this district, and at least one of the defendants resides or may be found in this district.

GENERAL ALLEGATIONS

10. Ms. Braun was an employee of TriNet and a participant in the TriNet HR XI, Inc. Plan (“the Plan”). TriNet was the plan sponsor under the Plan.

11. The Plan is subject to ERISA. It is an employee welfare benefit plan as defined by 29 U.S.C. § 1002(1) and established to provide certain welfare benefits to eligible participants and beneficiaries.

12. As to Ms. Braun, the Plan provided basic life insurance coverage for \$40,000 and accidental death and dismemberment (“AD&D”) coverage for \$40,000.

13. MetLife is the claim administrator and insurer of benefits under the Plan.

14. On November 13, 2022, Ms. Braun died of natural causes, not accidental causes.

15. Records indicate that she did not have a beneficiary designation in effect for her coverages on the date of her death.

16. On the date of her death, she was legally married to Floyd Durin.

17. Mr. Durin made a claim for benefits.

18. MetLife determined that Mr. Durin was entitled to the life insurance benefits pursuant to the Plan. AD&D benefits were unavailable as Ms. Braun’s death was not accidental.

19. Defendants Mr. Mundahl and Ms. Brings Plenty also made a claim for benefits, including both life insurance and AD&D.

20. While they provided an open enrollment confirmation listing them as beneficiaries, the confirmation would not have become effective until January 1, 2023 – the beginning of the following year after Ms. Braun’s death. Therefore, they were not beneficiaries on the date of her death and not entitled to benefits.

21. Nevertheless, Mr. Mundahl, individually and on behalf of the Estate of Joye M. Braun, and Ms. Brings Plenty filed a lawsuit in the Cheyenne River Sioux Tribal Court, captioned *Durin Mundahl, et al v. MetLife, Inc., et al.*, Tribal Court No. 24C037 (the “Tribal Court Complaint”). A copy of the Tribal Court Complaint is attached as **Exhibit 1**. In the Complaint,

MetLife is misidentified as “MetLife, Inc. dba/aka MetLife Insurance Company” and TriNet is misidentified as “TriNet HR, III aka/dba TriNet Group, Inc.”

22. The Tribal Court Complaint asserts various common law claims against MetLife and TriNet based on allegations that they wrongfully denied defendants’ claim for life insurance, AD&D, and supplemental life insurance benefits under the Plan and they are entitled to benefits under the Plan as well as various extra-contractual and other damages.

23. MetLife and TriNet have never consented to the jurisdiction of the Cheyenne River Sioux Tribal Court. They do not have sufficient contacts with either the Reservation or Tribal Court to be subject to their jurisdiction.

24. The Cheyenne River Sioux Tribal Court does not have jurisdiction as the Plan is governed by ERISA. Section 29 U.S.C. § 1132(e)(1) does not provide for jurisdiction before tribal courts. Instead, jurisdiction is only proper in federal court, and state court in certain instances.

25. MetLife and TriNet could not remove the Tribal Court Complaint based on 28 U.S.C. § 1441 as federal courts have interpreted this statute as only applying to and allowing removal from “state courts,” not tribal courts. Therefore, with no mechanism to remove or otherwise transfer the Tribal Court Complaint, MetLife and TriNet are forced to file this action to invoke this Court’s jurisdiction and obtain a determination of their rights and obligations under the Plan subject to ERISA, as well as seek injunctive relief.

26. Although MetLife and TriNet challenge that the Cheyenne River Sioux Tribal Court has jurisdiction to address this dispute over benefits involving an ERISA governed plan, in order to timely respond to the Tribal Court Complaint and with an express reservation of all rights, MetLife and TriNet filed a Motion to Dismiss in the Tribal Court based on the lack of personal

and subject matter jurisdiction, as well as ERISA preemption. A copy of the Motion to Dismiss is attached as **Exhibit 2**. The Motion to Dismiss remains pending.

27. MetLife and TriNet file this lawsuit requesting that this Court exercise its exclusive jurisdiction over disputes involving benefits arising out of employee welfare benefit plans subject to ERISA, declare the rights and obligations of these parties regarding the benefits at issue, and enjoin defendants from attempting to assert and proceed with jurisdiction over them in the Cheyenne River Sioux Tribal Court.

FIRST CLAIM FOR RELIEF
(29 U.S.C. § 1132(a)(3))

28. Plaintiffs incorporate by reference all other paragraphs in this Complaint herein.

29. Pursuant to 29 U.S.C. 1132(a)(3), “[a] civil action may be brought...by a...fiduciary (A) to enjoin any act or practice which violates any provision of this subchapter or the terms of the plan, or (B) to obtain other appropriate equitable relief (i) to redress such violations or (ii) to enforce any provisions of this subchapter or the terms of the plan.”

30. As the claim administrator, MetLife is a fiduciary under the Plan as defined by ERISA.

31. As the plan sponsor, TriNet is a fiduciary under the Plan as defined by ERISA.

32. Defendants Mr. Mundahl and Ms. Brings Plenty have asserted a claim seeking entitlement to benefits under the Plan, and disputes exist regarding the nature and extent of any such benefits owed under the Plan.

33. MetLife has determined that defendants Mr. Mundahl and Ms. Brings Plenty are not entitled to any benefits under the Plan. Yet they have persisted in their claim for benefits.

34. Plaintiffs file this action to obtain a determination of the proper resolution of their claim based upon the Plan terms, related information, and ERISA, and seek an adjudication of the rights and obligations of the parties pursuant to ERISA.

35. Plaintiffs seek equitable relief to enforce the terms of the Plan and to determine the rights and obligations of the parties under the Plan.

SECOND CLAIM FOR RELIEF

(Declaratory Judgment pursuant to 28 U.S.C. § 2201 and Fed. R. Civ. P. 57)

36. Plaintiffs incorporate by reference all other paragraphs in this Complaint herein.

37. Defendants Mr. Mundahl and Ms. Brings Plenty have filed a lawsuit in the Cheyenne River Sioux Tribal Court alleging claims that arise out of and relate to benefits under an employee welfare benefits plan subject to ERISA. The Tribal Court Complaint asserts common law claims and seeks relief inconsistent with ERISA. Therefore, the claims are improper and impermissible. The claims are preempted by ERISA.

38. Cheyenne River Sioux Tribal Court lacks subject matter jurisdiction because plaintiffs' claims arise out of and relate to benefits under an ERISA-governed plan. Therefore, jurisdiction is proper in this Court pursuant to 29 U.S.C. § 1132(e), not before the Cheyenne River Sioux Tribal Court. Yet defendants continue to attempt to assert jurisdiction over the subject matter and plaintiffs.

39. Exhaustion of tribal remedies is not required for this Court to determine its jurisdiction pursuant to ERISA, as Congress has preempted tribal adjudicatory authority over such claims, ensuring a uniform regulatory scheme under federal jurisdiction.¹

¹ See *Coppe v. Sac & Fox Casino Healthcare Plan*, No. 14-2598-RDR, 2015 WL 1137733, at *1 (D. Kan. Mar. 13, 2015) (“We hold that Congress has preempted the tribe's adjudicatory authority over ERISA claims and, therefore, exhaustion of tribal remedies is not required”); *Vandever v. Osage Nation Enter., Inc.*, No. 06-CV-380-GKF-TLW, 2009 WL 702776, at *5 (N.D. Okla. Mar. 16, 2009) (“Given the preemptive nature of ERISA and the express purpose

40. An actual and justiciable controversy currently exists between the parties as to whether the Cheyenne River Sioux Tribal Court has jurisdiction to proceed with the Tribal Court Complaint and asserted claims against MetLife and TriNet.

41. An actual and justiciable controversy currently exists between the parties as to whether the claims in the Tribal Court Complaint are all preempted by ERISA.

42. MetLife and TriNet contend that the Cheyenne River Sioux Tribal Court does not have jurisdiction and cannot lawfully proceed with the Tribal Court Complaint.

43. Declarations of the parties' respective rights, status, legal relations, and obligations are necessary in order to address these controversies.

44. MetLife and TriNet seek a declaration that: (a) the Cheyenne River Sioux Tribal Court does not have jurisdiction to adjudicate the claims asserted in the Tribal Court Complaint that all arise out of and relate to an ERISA-governed plan; (b) the Cheyenne River Sioux Tribal Court cannot lawfully proceed with the Tribal Court Complaint; (c) any actions taken or rulings by the Cheyenne River Sioux Tribal Court in furtherance of the Tribal Court Complaint are void and without legal effect; and (d) all claims asserted in the Tribal Court Complaint are preempted by ERISA.

45. Any continuation of the Tribal Court Complaint in the Cheyenne River Sioux Tribal Court causes immediate and irreparable harm to MetLife and TriNet.

of Congress to provide a uniform regulatory scheme over employee benefit plans, the court concludes abstention would be inappropriate.”); *Peabody Holding Co., LLC v. Black*, No. CV-12-08252-PCT-DGC, 2013 WL 2370620, at *6 (D. Ariz. May 29, 2013) (internal citations omitted) (“In summary, the Court concludes that requiring tribal court exhaustion in this case, where the only question is one over which the federal courts have ‘exclusive jurisdiction,’ would be ‘patently violative of express jurisdictional prohibitions.’ As a result, exhaustion in tribal court is not required.”); *see also El Paso Nat. Gas Co. v. Neztosie*, 526 U.S. 473, 483, 119 S. Ct. 1430, 1436, 143 L. Ed. 2d 635 (1999) (The tribal exhaustion doctrine does not apply to claims by tribal members against uranium mining corporations subject to the Price-Anderson Act.).

46. MetLife and TriNet have no adequate remedy at law other than obtaining declaratory relief from this Court.

THIRD CLAIM FOR RELIEF
(Injunctive Relief)

47. Plaintiffs incorporate by reference all other paragraphs in this Complaint herein.

48. Defendants Mr. Mundahl and Ms. Brings Plenty have filed a lawsuit in the Cheyenne River Sioux Tribal Court alleging claims that arise out of and relate to benefits under an employee welfare benefits plan subject to ERISA.

49. The Cheyenne River Sioux Tribal Court lacks subject matter jurisdiction because plaintiffs' claims arise out of and relate to benefits provided under an ERISA-governed plan. Therefore, jurisdiction is exclusive to federal court or, in limited circumstances, state court pursuant to 29 U.S.C. § 1132(e).

50. The common claims asserted and relief sought in the Tribal Court Complaint also are improper as they are all preempted by and impermissible under ERISA.

51. MetLife and TriNet will suffer immediate and irreparable harm if the Tribal Court Complaint is allowed to proceed in an improper jurisdiction and on claims preempted by ERISA.

52. The Tribal Court Complaint has caused and continues to cause real, immediate, and irreparable harm to MetLife and TriNet for which they have no adequate remedy at law.

53. Only injunctive relief from this Court will prevent this harm.

54. The injury to MetLife and TriNet outweighs any harm to defendants if the injunction is not entered. Defendants Mr. Mundahl and Ms. Brings Plenty may proceed in this Court with any ongoing dispute subject to ERISA.

55. MetLife and TriNet are likely to succeed on the merits of their claims because the Cheyenne River Sioux Tribal Court does not have jurisdiction, and the claims arise out of and relate to an ERISA-governed plan.

56. The balance of equities weighs for MetLife and TriNet because the harm to them in allowing the Tribal Court Complaint to continue far outweighs any harm to all defendants in enjoining the Tribal Court Complaint from proceeding.

57. Issuing an injunction is in the public interest because it upholds the rule of law, prevents unlawful assertions of jurisdiction, promotes judicial efficiency by ensuring disputes are resolved in the proper forum, and is consistent with ERISA.

58. MetLife and TriNet respectfully request that this Court: (a) Issue an injunction enjoining the defendants from proceeding with the Tribal Court Complaint in the Cheyenne River Sioux Tribal Court; and (b) Enjoin defendants Mr. Mundahl and Ms. Brings Plenty from pursuing claims for relief and seeking relief inconsistent with and preempted by ERISA.

WHEREFORE, Plaintiffs MetLife and TriNet respectfully request the following relief:

- A. A complete adjudication of the rights of the parties under ERISA and the Plan's terms;
- B. A declaration from this Court that: (a) the Cheyenne River Sioux Tribal Court does not have jurisdiction over Plaintiffs or the claims that arise out of and relate to an ERISA-governed plan; (b) the Cheyenne River Sioux Tribal Court cannot lawfully proceed with the Tribal Court Complaint; (c) Any actions taken by the Cheyenne River Sioux Tribal Court in furtherance of the Tribal Court Complaint are void and without legal effect; and (d) All claims asserted in the Tribal Court Complaint are preempted by ERISA;
- C. An order for preliminary and permanent injunctive relief in favor of Plaintiffs that (a) enjoin Defendants from proceeding with the Tribal Court Complaint in the Cheyenne River Sioux Tribal Court; and (b) enjoin defendants Mr. Mundahl and Ms. Brings Plenty from pursuing claims for relief and seeking relief inconsistent with and preempted by ERISA; and

- D. For such further relief as the Court deems just and proper, including recovery of any available attorney fees and costs as permissible under ERISA or other applicable federal statute or rule.

DATED this the 20th day of December, 2024.

/s/ Susan B. Meyer

Susan B. Meyer, SD Bar #3420

Sarah Collins, SD Bar #4204

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Attorneys for Plaintiffs

CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet.

I. (a) PLAINTIFFS

**METROPOLITAN LIFE INSURANCE COMPANY and
TRINET HR XI, INC.**

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

(c) Attorney's (Firm Name, Address, and Telephone Number)

Susan Meyers, Esq., Sarah Collins, Esq.,
Gordon Rees Scully Mansukhani, LLP
815 St. Joseph Street, Suite 4
Rapid City, SD 57701 (605) 858-5840

DEFENDANTS

**DURIN MUNDAHL, individually, and as the
personal representative of The Estate of Joye M.
Braun, and MORGAN BRING PLENTY**

County of Residence of First Listed Dewey County, South Dakota

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.
Attorneys (If Known)

Robin L. Zephier
2020 West Omaha Street
Rapid City, South Dakota 57709

II. BASIS OF JURISDICTION

(Place an "X" in One Box Only)

- ☐ 1. U.S. Government Plaintiff
- ☒ 3. Federal Question (U.S. Government not a party)
- ☐ 2. U.S. Government Defendant
- ☐ 4. Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES

(For Diversity Cases Only)

(Place an "X" in One Box for and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of this State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

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

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input checked="" type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury— Med. Malpractice <input type="checkbox"/> 365 Personal Injury — Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/ Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities- Employment <input type="checkbox"/> 446 Amer. w/Disabilities- Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

V. ORIGIN (PLACE AN "X" IN ONE BOX ONLY)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or reopened ☐ 5 Transferred from Another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing and write brief statement of cause:

(Do not cite jurisdictional statutes unless diversity.) **29 U.S.C. § 1132(a)(3); declaratory judgment; injunction**

Brief description of cause: **Declaration of rights under ERISA**

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$ _____

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No

DATE

December 20, 2024

SIGNATURE OF ATTORNEY OF RECORD

/s/ Susan Meyer

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING _____ IFP _____ JUDGE _____ MAG. JUDGE _____