

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA

Norfolk Division

AARON R. ROUSE,

Plaintiff,

v.

THE NFL PLAYER DISABILITY AND
SURVIVOR BENEFIT PLAN,

Defendant.

Civil Action No. _____

COMPLAINT

Now comes the Plaintiff, AARON R. ROUSE, by his attorneys, and
complaining against the Defendant, THE NFL PLAYER DISABILITY AND
SURVIVOR BENEFIT PLAN, he states:

Jurisdiction and Venue

1. Jurisdiction of the court is based upon the Employee Retirement Income Security Act of 1974 (“ERISA”); and in particular, 29 U.S.C. §§ 1132(e)(1) and 1132(f). Those provisions give the district court jurisdiction to hear civil actions brought to recover benefits due under the terms of employee welfare benefit plans, which, in this case, consists of Total and Permanent Disability benefits under The NFL Player Disability and Survivor Benefit Plan.

2. This action may additionally be brought before this court pursuant to 28 U.S.C. § 1331, which gives the district court jurisdiction over actions that arise under the laws of the United States.

3. The ERISA statute provides, at 29 U.S.C. § 1133, a mechanism for administrative or internal appeal of benefit denials consistent with the language of the governing Plan documents. Those avenues of appeal have been exhausted.

4. Venue is proper in the Eastern District of Virginia pursuant to ERISA § 502(e)(2) (29 U.S.C. § 1132(e)(2)) because Plaintiff resides within this District.

5. Venue is also proper in this District pursuant to 28 U.S.C. § 1391, because a substantial part of the events or omissions giving rise to Plaintiff's claim occurred within this District.

The Parties

6. The Plaintiff, Aaron R. Rouse ("Rouse" or "Plaintiff"), is a legal resident of Virginia and resides in Virginia Beach, Virginia.

7. The Defendant, The NFL Player Disability and Survivor Benefit Plan ("the Plan") was at all times relevant operating throughout the United States and within the Eastern District of Virginia, and it delivered coverage to Plaintiff in the Commonwealth of Virginia.

8. The Plan is the Defendant in this action.

Nature of the Action

9. This is a claim seeking payment of benefits claimed to be due under the Plan.

10. Count I of this action is brought against the Plan pursuant to ERISA § 502(a)(1)(B) (29 U.S.C. § 1132(a)(1)(B)).

11. Count II of this action is brought pursuant to ERISA § 502(a)(3) (29 U.S.C. § 1132(a)(3)).

12. Plaintiff also seeks attorney's fees pursuant to ERISA § 502(g) (29 U.S.C. § 1132(g)).

The Plan and its Relevant Provisions

13. The Plan is a multi-employer welfare benefit plan as defined in ERISA § 3(37) (29 U.S.C. § 1002(37)).

14. The Plan is maintained under Collective Bargaining Agreements between the National Football League Players Association ("NFLPA" or "Union") and the NFL Management Council ("NFLMC").

15. The Plan provides disability and related benefits to eligible NFL players, including the Plaintiff.

16. The Plan designates the Disability Board, a "joint Board of Trustees," as its plan administrator and trustee. (Plan Art. 9, § 9.2.)

17. The Disability Board has six voting members, three of whom are selected by the NFLPA and three of whom are selected by the NFLMC. The Commissioner of the NFL is a nonvoting member and the chairman of the Disability Board. (Plan § 9.1.)

18. The Disability Board is the Plan's named fiduciary as defined in ERISA § 402(a)(2) (29 U.S.C. § 1102(a)(2)). (Plan § 9.2.)

19. An eligible Player (as defined in the Plan) who otherwise satisfies the eligibility terms of the Plan can receive disability benefits under one of three categories: (1) Total and Permanent ("T&P") Disability benefits (Plan Art. 3, § 3.1); (2) Line of Duty Disability benefits ("LOD Benefits") (Plan Art. 5, § 5.1); or (3) Neurocognitive Disability benefits ("NC Benefits") (Plan Art. 6, § 6.1).

20. At the time a Player makes a claim for benefits to the Plan, the application is received by the NFL Player Benefits Office ("the Benefits Office").

21. The Benefits Office, located in Baltimore, Maryland, is responsible for handling the day-to-day administration of the Plan.

22. As part of its administrative and ministerial responsibilities, the Benefits Office assigns a coordinator to each application for Plan benefits at the time it is received.

23. The Disability Initial Claims Committee ("the DICC") is responsible for the initial determination of any and all disability benefits under the Plan, including reviewing a Player's medical records, interpreting the Plan, and making an initial determination regarding whether a Player qualifies for benefits. (Plan §§ 9.4, 9.5.)

24. When the DICC denies a claim for disability benefits, a Player has 180 days from the date he receives notice to appeal the initial decision to the Disability Board. (Plan § 13.14(a).)

25. All appeals of DICC decisions are made to the Disability Board.

26. In making its decision on review, the Plan requires the Disability Board to “take into account all available information, regardless of whether it was available or presented to the Disability Initial Claims Committee.” (Plan § 13.14(a).)

27. In reviewing disability claims on appeal, “[t]he Disability Board will accord no deference to the determination of the Disability Initial Claims Committee.” (Plan § 13.14(a).)

28. The Disability Board makes its decisions on Player appeals at its scheduled quarterly meetings and notifies Players of their decisions in subsequent written decisions. (Plan § 13.14(a).)

29. The Disability Board has “full and absolute discretion, authority, and power to interpret, control, implement, and manage the Plan and the Trust.” (Plan § 9.2.) Further, “[b]enefits under this Plan will be paid only if the Disability Initial Claims Committee, or the Disability Board, or a designee of either, decides in its discretion that the applicant is entitled to them.” (Plan § 9.9.)

30. Each benefit claim denied by the Disability Board provides a direct monetary benefit to each member club of the NFL, as the Plan’s benefits are funded by the

NFL member clubs. Three of the Disability Board's six voting members are appointed by the NFLMC, which represents those same clubs, creating an inherent structural conflict of interest.

Factual Allegations

31. Rouse is a former professional football player who played in the National Football League.

32. During his NFL career, Rouse sustained multiple injuries, including orthopedic, neurologic, and cognitive impairments as a result of playing professional football.

33. Rouse continues to suffer from the lasting effects of his injuries, which render him substantially unable to engage in any occupation or employment for remuneration or profit, as that standard is defined under Plan Section 3.1(e).

History of Rouse's Claim for Total and Permanent Disability Benefits

34. On or about March 30, 2021, Rouse submitted a completed application for Plan Total and Permanent ("T&P") benefits, raising orthopedic, neurologic, and cognitive impairments as the basis for his disability.

35. Rouse's application was accompanied by over 80 pages of medical records documenting his severe and debilitating conditions resulting from his NFL career.

36. Rouse suffers from multiple severe impairments including, but not limited to: orthopedic impairments affecting his ability to engage in physical activities;

neurologic impairments resulting from multiple concussions sustained during his NFL career; cognitive impairments affecting his mental functioning and capacity for employment; and psychiatric conditions that further limit his functional capacity.

37. On October 13, 2021, the DICC reviewed Rouse's application along with reports from Plan Neutral Physicians, including Dr. Orrin Sherman (orthopedist), Dr. Salman Azhar (neurologist), Dr. Charlene Bang (neuropsychologist), and Dr. Matt Norman (psychiatrist).

38. The DICC denied Rouse's application under Plan Section 3.1(d), which requires that "[a]t least one Plan Neutral Physician must find" that the Player is totally and permanently disabled. Section 3.1(d) further provides that "[i]f no Plan Neutral Physician renders such a conclusion, then this threshold requirement is not satisfied, and the Player will not be eligible for and will not receive Plan T&P benefits, regardless of any other fact(s), statement(s), or determination(s), by any other person or entity, contained in the administrative record."

39. On November 23, 2021, Rouse's representative, Charlene Moring, timely appealed the DICC's initial denial to the Disability Board.

40. On appeal, Rouse was referred for additional evaluations with four new Plan Neutral Physicians pursuant to Plan Section 3.3(a): Dr. Preston Wolin (orthopedist), Dr. Sandeep Aggarwal (neurologist), Dr. Robert Heilbronner (neuropsychologist), and Dr. Mark Chapman (psychiatrist).

41. On October 4, 2022, the NFL Player Benefits Office provided Rouse and his representative with copies of the Neutral Physicians' reports and advised of the right to respond before the Disability Board issued a final decision.

42. On October 19, 2022, Ms. Moring submitted a neurological assessment report and records from Wagner Retina Center.

43. On October 28, 2022, Ms. Moring submitted additional medical records from Dr. Felix Kirven and Hampton Roads Neuropsychology.

44. Dr. Felix M. Kirven, Board Certified orthopedic surgeon, conducted an Independent Medical Examination of Rouse on April 19, 2022, and concluded with a reasonable degree of medical certainty that Rouse "will continue to have degenerative changes with respect to the multiple injuries that he has sustained through his years of NFL play" and that "with today's new standards, Mr. Rouse would be considered totally impaired due to his multiple concussions." Dr. Kirven agreed with impairment ratings of 47% for the right lower extremity and 39% for the left lower extremity based on the AMA Guides to the Evaluation of Permanent Impairment 6th Edition.

45. Dr. Scott W. Sautter, Board Certified Neuropsychologist at Hampton Roads Neuropsychology, conducted a comprehensive neuropsychological assessment of Rouse on April 20, 2022. Dr. Sautter's diagnostic impressions were: (1) Mild Cognitive Impairment secondary to Depression, Pain and Sleep Dysfunction; and (2) History of concussions and musculoskeletal injuries incurred playing football. Dr.

Sautter noted that “individuals with repeated concussions commonly experience depression” and that ongoing pain complaints and sleep disturbance “would be expected to aggravate the physical manifestations of depression.” Critically, test results were reported as valid, with Rouse passing the TOMM and “almost all” embedded validity measures.

46. Dr. Alan L. Wagner, Board Certified ophthalmologist at Wagner Macula and Retina Center, examined Rouse on September 9, 2022 and September 19, 2022. Dr. Wagner documented that Rouse presented with complaints of light sensitivity, dizziness, and flashes. In his impression, Dr. Wagner specifically noted Rouse’s “History of repeated episodes of head traumas/concussions related to professional football” in connection with his migraine diagnosis. Dr. Wagner also documented Rouse as a Glaucoma Suspect with high risk in both eyes and initiated treatment with Latanoprost.

47. The medical evidence from treating physicians, including Dr. Felix Kirven, Dr. Scott Sautter, and Dr. Alan Wagner, supported Rouse’s claim that he is totally and permanently disabled due to the cumulative effects of multiple concussions and other injuries sustained during his NFL career.

The Plan’s Final Administrative Decision

48. On November 22, 2022, the Disability Board considered Rouse’s appeal from the earlier denial and unanimously decided to deny the appeal.

49. The Disability Board acknowledged potentially conflicting evidence in Rouse's file but elected not to give weight to the findings of his treating physicians. Under Plan Section 13.14(a), the Plan's written denial was required to "discuss the decision, including an explanation of the basis for disagreeing with or not following" the medical reports presented by Rouse from his treating physicians.

50. The Disability Board noted that while Dr. Felix Kirven opined that Rouse is totally impaired due to multiple concussions, the Board did not credit this opinion, nor did it adequately explain its basis for rejecting Dr. Kirven's conclusions.

51. By letter dated November 22, 2022, the Plan Director notified Rouse of the Disability Board's final decision denying his appeal.

52. The Plan's denial of Rouse's T&P Benefit claim was and continues to be against the manifest weight of the medical evidence and contrary to the opinions of Rouse's treating physicians.

53. Rouse has exhausted all avenues of administrative appeal available under the Plan, and this matter is ripe for adjudication.

COUNT I

ERISA 502(a)(1)(B) CLAIM FOR BENEFITS AGAINST THE PLAN

1–53. Rouse repeats and re-alleges each and every allegation set forth in Paragraphs 1–53 as if fully set forth herein.

54. This count is brought pursuant to ERISA § 502(a)(1)(B) (29 U.S.C. § 1132(a)(1)(B)) against Defendant NFL Player Disability and Survivor Benefit Plan for payment of plan benefits.

55. ERISA § 502(a)(1)(B) (29 U.S.C. § 1132(a)(1)(B)) entitles Rouse to recover benefits due under the Plan and to enforce and clarify his rights to the benefits at issue.

56. The medical evidence objectively establishes that Rouse satisfies all terms for receipt of T&P Benefits under Plan Section 3.1, including that the cumulative effect of his orthopedic, neurologic, cognitive, and psychiatric impairments renders him substantially unable to engage in any occupation or employment for remuneration or profit, and that such condition is permanent as it has persisted for well in excess of twelve months. (Plan § 3.1(e).)

57. The Plan's denial of Rouse's T&P Benefit claim was and continues to be against the manifest weight of the medical evidence and contrary to the opinions of Rouse's treating physicians.

58. The Disability Board failed to properly consider and weigh all medical evidence, including the opinions of treating physicians who have extensive familiarity with Rouse's conditions, the cumulative effect of Rouse's multiple impairments, and the real-world impact of Rouse's disabilities on his ability to engage in gainful employment. In so doing, the Disability Board abused its discretion under Plan

Section 9.9, which requires the Board to “consider all information in the Player’s administrative record.”

59. The Disability Board failed to provide a full and fair review as required by ERISA § 503 (29 U.S.C. § 1133) and the Department of Labor regulations at 29 C.F.R. § 2560.503-1, including but not limited to: ignoring substantial medical evidence from treating physicians without adequate explanation; failing to reconcile conflicting medical opinions in a principled manner; and failing to provide an adequate written explanation of the basis for disagreeing with the medical opinions of Rouse’s treating physicians as required by Plan Section 13.14(a) and 29 C.F.R. § 2560.503-1(h)(2)(iv).

60. The Disability Board’s denial should be evaluated in light of the structural conflict of interest inherent in the Plan’s administration. Three of the Disability Board’s six voting members are selected by the NFLMC, which represents the NFL member clubs that fund the Plan. Each denial of benefits directly reduces the financial obligations borne by those clubs. This conflict is a factor that must weigh in the Court’s review of the Board’s decision. *See Metropolitan Life Ins. Co. v. Glenn*, 554 U.S. 105 (2008).

61. Rouse is and remains entitled to T&P Benefits due, plus any interest that has accrued thereon; and he is also entitled to a declaration of rights that his T&P benefits remain payable thereafter so long as he continues to meet the Plan’s terms and conditions.

62. As a direct and proximate result of Defendant's wrongful denial of benefits, Rouse has been damaged by the loss of T&P disability benefits to which he is entitled under the Plan.

COUNT II

BREACH OF FIDUCIARY DUTY UNDER ERISA § 502(a)(3)

1–62. Rouse repeats and re-alleges each and every allegation set forth in Paragraphs 1–62 as if fully set forth herein.

63. This count is brought pursuant to ERISA § 502(a)(3) (29 U.S.C. § 1132(a)(3)), which authorizes a participant or beneficiary to bring a civil action to obtain appropriate equitable relief to redress violations of ERISA or the terms of the plan.

64. As Plan Administrator and fiduciary, the Disability Board owed Rouse fiduciary duties including the duty of loyalty, the duty of prudence, and the duty to act solely in the interest of Plan participants and beneficiaries. (Plan § 9.2; ERISA § 404(a)(1) (29 U.S.C. § 1104(a)(1)).)

65. A plan fiduciary shall “discharge his duties with respect to a plan solely in the interest of the participants and beneficiaries . . . for the exclusive purpose of providing benefits to participants . . . with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use.” 29 U.S.C. § 1104(a)(1)(A)–(C).

66. The Disability Board breached its fiduciary duties by: (a) failing to conduct a full and fair review of Rouse's claim as required by ERISA § 503 (29 U.S.C. § 1133) and 29 C.F.R. § 2560.503-1; (b) applying Plan provisions in an inconsistent and arbitrary manner; (c) failing to adequately consider all relevant medical evidence, including the opinions of Rouse's treating physicians, in the administrative record as required by Plan Section 9.9; (d) failing to adequately explain the basis for disagreeing with or not following the reports of Rouse's treating physicians as required by Plan Section 13.14(a); and (e) permitting the structural conflict of interest inherent in the Plan's governance to influence its decision-making process.

67. As a direct and proximate result of these breaches of fiduciary duty, Rouse has been wrongfully denied benefits to which he is entitled.

WHEREFORE, Plaintiff prays for the following relief:

A. That the court enter judgment in Plaintiff's favor and against the Defendant The NFL Player Disability and Survivor Benefit Plan and that the court order the Defendant The NFL Player Disability and Survivor Benefit Plan to pay all accrued plan benefits to Plaintiff in an amount equal to the contractual amount of benefits to which he is entitled;

B. That the Court order the Defendant The NFL Player Disability and Survivor Benefit Plan to pay Plaintiff compounding prejudgment interest on all contractual benefits that have accrued prior to the date

of judgment in accordance with 29 U.S.C. § 1132(a)(1)(B) or 29 U.S.C. § 1132(a)(3);

C. That the Court order the Defendant The NFL Player Disability and Survivor Benefit Plan to continue paying Plaintiff plan benefits in an amount equal to the contractual amount of benefits to which he is entitled for so long as he continues to meet the plan conditions for continuance of benefits;

D. That the Court award Plaintiff his attorney's fees pursuant to 29 U.S.C. § 1132(g); and

E. That Plaintiff be awarded any and all other contractual and/or equitable relief to which he may be entitled, as well as the costs of suit.

F. That the court enter judgment in Plaintiff's favor and against the Defendant;

G. That the Court order the Defendant to provide Rouse with a full and fair review of his claim in compliance with ERISA § 503 (29 U.S.C. § 1133) and the applicable Department of Labor regulations, or in the alternative, that the Court award Rouse the T&P benefits to which he is entitled; and

H. That Plaintiff be awarded any and all other contractual and/or equitable relief to which he may be entitled, as well as the costs of suit.

Dated: March 11, 2026

Respectfully Submitted,

AARON R. ROUSE

By Counsel

/s/ Charlene A. Moring

Charlene A. Moring, Esquire (VSB #46693)

Ashlee Ferebee, Esquire (VSB #98343)

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Attorneys for Plaintiff

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. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Aaron Rouse

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

(c) Attorneys (Firm Name, Address, and Telephone Number)

Charlene Moring, Esquire Moring Law, PLLC
125 St Pauls Blvd, Ste 301, Norfolk, VA 23510

DEFENDANTS

NFL PLAYER DISABILITY AND SURVIVOR BENEFIT PLAN

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known) _____

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

	PTF	DEF		PTF	DEF
Citizen of This State	<input checked="" 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 checked="" 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)* Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input 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 (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <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 <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 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"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <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 (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	LABOR	FEDERAL TAX SUITS
<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	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input checked="" type="checkbox"/> 791 Employee Retirement Income Security Act	<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 - Transfer 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity)*:
29 U.S.C. §§ 1132(A)(1)(b) and 1132 (A)(3)(B)

Brief description of cause: _____

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ _____ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY *(See instructions):* JUDGE _____ DOCKET NUMBER _____

DATE 03/11/2026 SIGNATURE OF ATTORNEY OF RECORD 

FOR OFFICE USE ONLY

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