

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO**

**IVETTE M. MARTÍNEZ GONZÁLEZ
ELIA M. FONTANET BATISTA
MARÍA ISABEL FERNÁNDEZ GARCÍA
MARÍA DE LOURDES FERNÁNDEZ GARCÍA
MARYSOL DÍAZ MORALES
MARÍA DEL CARMEN BONNIN OROZCO
JESÚS ORTIZ CONCEPCIÓN
CARMEN M. RODRÍGUEZ RODRÍGUEZ
MILAGROS ORTIZ CARDONA
MARI L. CASTRILLO ROSA
LIZA GUZMÁN COLÓN
LOURDES M. DOMÍNGUEZ CASTRO
CARLA CASTRO BUITRAGO
CARMEN L. RODRÍGUEZ RIVERA
MARIO DAUBÓN VIDAL
ELENA MOREL ROSARIO
ÁNGEL R. RIVERA NAZARIO
ZORAIDA IBARRONDO ORTIZ
IVETTE COLÓN VÉLEZ
ELENA PIÑERO LANDING
ANTONIA MARTÍNEZ BODÓN
KRISTINA CASADEY SANTIAGO
CARLOS E. VALLEJO ESPAZRONGOZE
MARÍA A. BECERRA MENÉNDEZ
CARLOTTA VEINTIMILLA DE IGNACIO
ZAYRA DEL C. RÍOS MARTÍNEZ
LILLIAM ROSADO RUIZ
DIANA VÉLEZ ESTRADA
ISABEL ARTIAGA GARCÍA
ANA M. ROSARIO GARCÍA
MARIAM LASTRA CALDERÓN
ZURY E. RIVERA DE JESUS**

CIVIL NO. 16-2077

**CIVIL ACTION UNDER THE
PROVISIONS OF ERISA;
PRELIMINARY AND
AND PERMANENT
INJUNCTION; TEMPORARY
RESTRAINING
ORDER**

Pension Plan participants employed by
Academia San Jorge

**EDITH CARRIÓN HERNANDEZ
OLGA GALLARDO REVERÓN
VERLEE PAGÁN LÓPEZ
MARITZA ROSARIO URRUTIA
MICHELLE ANGUEIRA NAVARRO
SARAH E. VÁZQUEZ SANTOS**

ELIA A. AGUILAR MONTES

Pension Plan Participants employed by
Academia del Perpetuo Socorro

**MILCA COTTO OLIQUE
ROSARIO MARITZA FRATICELLI SÁNCHEZ
OFELIA GARCÍA ARMAS
JOHANNA I. ORTIZ MERCADO
FELIX CAMPOS NEGRÓN
JOSÉ BARROSO GARCÍA
MADELINE E. RODRÍGUEZ SAINZ
SONIA M. MEDINA OTERO
ROSALYN DONES CRUZ
JANET VALENTÍN RODRÍGUEZ
MARÍA L. NEGRÓN CANDELARIA
SONIA I. PEREIRA MALAVÉ
JOSÉ D. REYES NIEVES
FELICIA DE LA ROSA BARROS
CARMEN SOL RAMOS RAMOS
MARÍA DEL C. DE CORO RAMOS (retired)
ASTRID PEREIRA MALAVÉ
LUZ E. CENTENO SOTO (retired)
ELIZABETH DÍAZ COLÓN
AWILDA AGOSTO FERRER
CARINA DE LA ROSA BARROS
LOURDES MORALES ORTIZ (retired)
FELIPE RALAT MANZANO
VANESA GÓMEZ CEPERO
EMELY ASTACIO RIVERA
CARLOS J. CALDERÓN DAZA
NELVIN RODRÍGUEZ SÁNCHEZ
SYLVIA PÉREZ OSORIO**

Pension Plan Participants Employed by
Colegio Nuestra Señora De Guadalupe

**ANA MARÍA COLÓN NIEVES
ANA MARÍA RIVERA DÍAZ
ANNETTE APONTE MENÉNDEZ
ARLENE VILÁ GALÁN
ARSENIO RODRÍGUEZ DE JESÚS
AUDHA V RAMÍREZ MARRERO
CARMEN M. CINTRÓN VEGA
CARMEN CRUZ MELÉNDEZ
CARMEN R. TORRES ORTIZ**

**DHARMA RAMÍREZ MARRERO
EFRAIN RODRÍGUEZ DE JESÚS
EVANGELINA VALLES SIFRE
EVELYN DEL VALLE DÍAZ
GEYSA ARROYO NIEVES
GLORIA BERMÚDEZ SMIGO
JOSÉ DIEGO RIVERA RAMOS
JOHANNA OTERO TORRES
JUAN A. ARRIANA CARRERA
KAREN GRIGG GUTIERREZ
LUZ E. SAN MIGUEL
MAGDA CARDONA RODRÍGUEZ
MARÍA INES CERRA CASTAÑER
MARIELA SANTIAGO SOLÁ
MARIELLA CERAME MALDONADO
MARTA BÁEZ PIÑEIRO
MARTA R. SANTIAGO COLÓN
MELISSA CARRERA RIVERA
MERVIN R. LÓPEZ MATOS
NANCY CRUZ CORDERO
NANCY PHARELL
OIRASOR DÍAZ ROSARIO
PEDRO PINEDA GARCÍA
RAFAEL MARQUEZ
ROXANNA CASTAÑER MORALES
SONIA LUGO VÁZQUEZ
SONIA I TORRES PÉREZ
TERESA TORRES ALFONZO
YANISSE CLEMENTE GONZÁLEZ
YASMINE CRUZ CAPÓ
ZOE MARIE BENÍTEZ CABAÑAS
AIDA MARTÍNEZ PÉREZ (retired)
ANA M. QUIRINDONGO LUGO (retired)**

Pension Plan participants employed by
Colegio Sagrado Corazón

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MAYRA MARTINEZ ARZUAGA
MARTA R. CORREA ALMENTEROS
ARLEENE RIVERA CALERO
JUDITH ALVIRA ORTIZ
EVELYN DIAZ DE JESUS
RICARDO DIAZ RUIZ
MARISOL QUIÑONES RAMOS
CECILIA SEPULVEDA TORRES**

NILSA MENÉNDEZ MELÉNDEZ

Pension Plan participants employed by
Colegio Nuestra Señora de Lourdes

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IVETTE BAJANDAS ROSADO
EGLA LAUREANO LASANTA
MIGDALIA CHICO MORALES
TERESITA VÁZQUEZ MURIEL
ESAUD FELICIANO FERNÁNDEZ
MARISOL DE LEÓN
PURA M. ALICEA BAERGA
MARÍA DEL C. NOGUERAS LAUREANO
GLADYS RODRÍGUEZ GATA
JOSÉ LUIS MAS OTERO
WANDA AFANADOR BORRERO
MAUREEN COLLAZO RODRÍGUEZ
ORLANDO SANTOS ESPADA
JAN RIVERA RIVERA
JOANNE ROSARIO HOKE
ANABEL TORREGROSA QUIRÓS
ABIGAIL DELBERY GUZMÁN
SANTA I. GARCÍA MALAVÉ
MYRNA RAMOS DE SANTIAGO
MILAGROS RIVERA MERCADO
ANNIE RIVERA CASELLAS
GLORINÉS PEÑA MORENO
CYNTHIA PUJALS KEISER
EMMA MONSANTO TAVAREZ
JOSE A. CARABALLO
BERNADETTE GUTSTADT
RAQUEL CRUZ LÓPEZ
ISA D. CRUZ LÓPEZ
LUIS MARTÍNEZ COLÓN
JOSÉ E. MIELES MONGE
FELICIANO FRANCISCO MARTÍNEZ
MARLENE FELIÚ GONZÁLEZ
JUAN C. VELÁZQUEZ FIGUEROA
OLGA CARDONA RÍOS
JO ANN ATKINSON FUENTES
LEILA VILLAMIL FUENTES
MAGDA GONZÁLEZ GUZMÁN
AIDA BUSTELO ISERN
BRENDA BERMÚDEZ PLAZA
LUZ N. VELÁZQUEZ VIÑAS**

**BLANCA RÍOS OCASIO
LOURDES CIVIDANES RODRÍGUEZ
JOZAIRAF ASAD SÁNCHEZ
GUALBERTO VÁZQUEZ LÓPEZ
MAYRIM PÉREZ VÁZQUEZ
KATHY RIVERA QUIÑONES**

Pension Plan participants and/or beneficiaries
employed or formerly employed by
Colegio San Antonio

**ADA M. DELGADO IMBERT
ÁNGEL M. PÉREZ NAVARRO
CARMEN M. TEJADA ROJAS
DAISY LEIVA MOYA
EVELYN JORGE GÓMEZ
EVELYN VÉLEZ PÉREZ
IRAIDA PAGÁN BRIGNONI
JACKELINE MALDONADO QUINTANA
JANICE ARROYO FIGUEROA
LOURDES ALEMÁN DEL TORO
MARÍA DEL C. JIMÉNEZ CASTRO
MARIA E. FAJARDO BLANCO
MARÍA V. CUELLO HERRERA
MARIA E. BETANCOURT
MARIE FRANCE GERALD
MARIBEL PÉREZ MOYA
MARY C. APONTE SOSA
MERCEDES AZIZE RAMÍREZ
MIGDALIA NEGRÓN SERRANO
MIGDALIA ALONSO VÉLEZ
MYRIAM Y. MOLANO SANTIAGO
NANCY SOTO SILVA
NERY MOYA BENÍTEZ
SILVIA PLANAS
SONIA PÉREZ HERNÁNDEZ
VANESSA GARCÍA LARA
VÍCTOR LÓPEZ ORTIZ
VIOLETA GARCÉS FERNÁNDEZ
CARMEN H. CASTRO MARTÍNEZ (retired)
DAVID SOSA LÓPEZ (retired)**

Pension Plan Participants and/or beneficiaries
employed by Colegio Nuestra Señora de la Piedad or
other schools

OFELIA BADÍA VILAR
CARMEN E. VÁZQUEZ TORRES
MARÍA DE LA ROSA LOZANO RODRÍGUEZ
GUILLERMINA CRUZ FRANCO
CARMEN N. SANTALIZ VELÁZQUEZ
REINA ISERN ORTIZ

Plan Participants employed by
Colegio Católico Notre Dame (Elementary School)

NIDIA ISABEL FAURA COLMENARES
MARITZA NIEVES LÓPEZ
MIRIAM VILLAFANE TORRES
MIGDALIA CABALLERO RIVERA
JULIA CLARA RODRÍGUEZ
CARMEN RODRÍGUEZ CARTAGENA
ROSE FORTIER
MILAGROS SEÑERIZ MANRIQUE

Plan participants employed by
Colegio Católico Notre Dame (Superior School)

GEMA ALBIÑANA RODRÍGUEZ
NATIVIDAD SANTIAGO
CARMEN I. RODRÍGUEZ DÍAZ
MARÍA J. PIEDRA

Plan participants and/or beneficiaries employed
by Colegio San José (Caguas)

JULIO ALICEA COLÓN
LOURDES S. ROMÁN GARCÍA
CARMEN M. MARTÍNEZ

Plan participants and/or beneficiaries from
Colegio San Antonio Abad (Humacao)

OLGA D. RIVERA PÉREZ
FELICIA IRALDO SILVERIO
IRIS V. ORTIZ LÓPEZ
CARMEN ESTRADA
MYREDI PÉREZ MORA

Plan participants and/or beneficiaries from
Colegio María Auxiliadora (Carolina)

IRMA REYES DE JESUS

**OLGA I. RIVERA MONTAÑEZ
JOSEFINA VELÁZQUEZ CRUZ
AIDA I. MARTÍNEZ MARQUEZ
MIGDALIA GONZÁLEZ VÁZQUEZ
YARITZA TURKOVICH ALICEA
ROSA MORALES DE O'NEILL
AGMA M. MÉNDEZ ORTIZ
SARAH MOYANO COLÓN
LUZ M. DÁVILA ALICEA**

Plan participants and/or beneficiaries from
Colegio San Benito (Humacao)

**DORA E. VÁZQUEZ GARCÍA
CARMEN T. MORALES MONTES BURGOS
SYLVIA FERRER CAUNEDO
ARLENE GARCÍA RODRÍGUEZ
CARMEN A. BERRIOS RODRÍGUEZ
GILBERTO GARCÍA SANTIAGO
ALFREDO GAVÍ DOMINGO
NORMA PACHECO MORALES
ILEANA B. CRUZ FRANQUI
DULCE M. MARTÍNEZ ORTIZ
DIANA E. MORENO RIVERA
JEANNETTE ZAYAS ÁLVAREZ
ANA I. CARRERAS ROSARIO
DAISY HERNÁNDEZ GRACIA
CARMEN Z. TORRES GARCÍA
ZAIDA L. ÁLVAREZ MERCADO**

Plan participants and/or beneficiaries from
Colegio Nuestra Señora de la Providencia

**JUDITH FELICIÉ RIVERA
BLANCA ROSA CÓRDOVA CALDERÓN
ANDRÉS SANTIAGO RIVAS
ANTONIO J. VIDAL PIZÁ
HIDELISA CRESPO DÍAZ
MARÍA TERESA LARRIEU DE VIDAL
EMILIA DEL CARMEN VEVE
LOURDES VEVE MUÑIZ
GLADYS ORTIZ TORRES
JOSÉ A. RODRÍGUEZ SANTIAGO
DAVID SOSA LÓPEZ
MAYRA S. MÁRTIR LÓPEZ**

Retired Plan participants and/or beneficiaries;

**SANDRA M. HERNÁNDEZ GONZÁLEZ
MARÍA VICTORIA COLÓN**

Plan participants and/or beneficiaries from
Colegio Santa Rosa (Bayamón)

All suing on their own behalf and on behalf
of the **FUND OF THE CATHOLIC SCHOOLS
OF THE ARCHDIOCESES OF SAN JUAN
PENSION PLAN**

Plaintiffs,

v.

**CATHOLIC SCHOOLS OF THE
ARCHDIOCESES OF SAN JUAN
PENSION PLAN**, represented by **SAMUEL SOTO**,
Administrator of the Pension Plan; **JUAN SANTA**;
ROSA FIGUEROA; **ANA CORTES**; **MARILYN
PLANNEL** and **SAMUEL SOTO**; and **JOHN DOE**;
RICHARD ROE, **JANE DOE**; **MARY ROE**,
denominated with fictitious names because their
real names are unknown, all sued as Administrators
and/or trustees and/or named
fiduciaries of the Catholic Schools of the
Archdioceses of San Juan Pension Plan;
**THE SUPERINTENDENCE OF CATHOLIC
SCHOOLS OF THE ARCHDIOCESES
OF SAN JUAN**; sued as Sponsor (Settlor),
Administrator and Fiduciary of the Catholic Schools
of the Archdioceses of San Juan Pension Plan.

INSURANCE COMPANY ABC; **INSURANCE
CO. XYZ**; **ACME INSURANCE COMPANY**,
denominated with fictitious names because
their real names are unknown, sued as insurance
companies of the defendants;

DEF BOND COMPANY, INC. ; **ABC SURETY,
INC.**, denominated with fictitious names because
their real names are unknown, sued as surety and
bond company for one or more of the defendants.

GHI WEALTH MANAGEMENT AND

FINANCIAL SERVICES, INC.;
JKL INVESTING AND FINANCIAL
CO.; MNOWEALTH MANAGEMENT, LLC;
and JOE BROKER; RICHARD INVESTOR;
JOHN SECURITIES, denominated with fictitious
names because their real names are unknown,
sued as individuals or investment companies
acting as fiduciaries of the **CATHOLIC**
SCHOOLS OF THE ARCHDIOCESES OF
SAN JUAN PENSION PLAN

Defendants

COMPLAINT

COME NOW, the above captioned plaintiffs, through their undersigned attorneys and respectfully state and pray:

I. NATURE OF THE ACTION

1. This is an action arising under the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. §§ 1001 et seq. (“ERISA”), to recover benefits due under a multiemployer defined benefits pension plan, to redress breaches of fiduciary duties under ERISA, to recover statutory penalties caused by Defendants’ failure to make disclosure as required by ERISA, and to recover costs and attorneys’ fees as provided by ERISA. Plaintiffs also seek a Preliminary and Permanent Injunctive Relief and a temporary restraining order.

II. JURISDICTION AND VENUE

2. This is an action brought pursuant to section 502(a), (e)(1) and (f) of ERISA, 29 U.S.C. § 1132(a), (e)(1) and (f). The Court has subject matter jurisdiction pursuant to 29 U.S.C. 1132(e)(1) and 28 U.S.C. § 1331. Under section 502(f) of ERISA, 29 U.S.C. § 1132(f), the Court has jurisdiction without respect to the amount in controversy or the citizenship of the parties.

3. Venue is properly laid in this district pursuant to section 502(e)(2) of ERISA, 29 U.S.C. § 1132(e)(2), in that the subject employee benefit plan is administered in this district, the breaches of duty herein alleged occurred in this district, and one or more of the Defendants resides or is found in this district, and, pursuant to 28 U.S.C. § 1391(b), in that the causes of action arose in this district.

III. PARTIES

4. The Plaintiffs are all the persons named in the captioned of the case (whose names are not repeated herein for brevity purposes), all suing on their own behalf and on behalf of the Pension Fund of the Catholic Schools of the Archdioceses of San Juan Pension Plan, who are individuals residing in the Commonwealth of Puerto Rico and the United States of America. They are all vested participants or beneficiaries in the Catholic Schools of the Archdioceses of San Juan Pension Plan, a multiemployer defined benefit employees' pension plan within the meaning of section 3(2)(A) of ERISA, 29 U.S.C. §1002(2)(A). Plaintiffs have standing to bring this action under section 502(a) of ERISA, 29 U.S.C. § 1132(a).

5. Defendant, the Catholic Schools of the Archdioceses of San Juan Pension Plan (hereinafter called the "Plan" or "Defendant Plan") is a multiemployer defined benefit employees' pension plan within the meaning of section 3(2)(A) of ERISA, 29 U.S.C. §1002(2)(A); a defined benefit plan, within the meaning of section 3(35) of ERISA, 29 U.S.C. §1002(35) and a multiemployer plan, within the meaning of section 3(37) of ERISA, 29 U.S.C. §1002(37). Defendant Plan is administered in this district. The office address of the Plan, according the Plan's most recent annual report, is 789 Jaime Drew Street, San Juan, Puerto Rico. Defendant Plan is a multiemployer defined benefit employees' pension plan and maintained continuously thereafter by Defendant, whose employer identification number (EIN) is 66-0718647 and its Plan Number

is unknown. The summary plan description issued by Defendant Plan designates Defendant, Samuel Soto as “agent for service of process” for the Plan, pursuant to sections 102(b) and 502(d)(1) of ERISA, 29 U.S.C. §§ 1022(b) and 1132(d)(1).

Said plan was constituted by the Superintendence of Catholic Schools of the Archdioceses of San Juan and four fiduciaries known as Father Baudillo Merino, Father John Tomala, Ms. Anabel P. Casey, Brother Francis M. Ouellette and Mr. Santiago Aponte pursuant to a deed of trust authorized and notarized before Notary Public, Antonio J. Suárez de la Torre on November 16, 2009.

6. Defendant, Superintendence of Catholic Schools of the Archdioceses of San Juan (hereinafter called the “Superintendence” or “Defendant Superintendence” or the settlor or the sponsor of the plan) is a non profit institution organized under the Laws of the Commonwealth of Puerto Rico, whose EIN is unknown. The Superintendence is one of the “named fiduciaries” of the Defendant Plan, within the meaning of sections 3(21)(A) and 405(c) of ERISA, 29 U.S.C. § 1002(21)(A) and § 1105(c)] and the Administrator of the Defendant Plan, within the definition of “Administrator” in section 3(16)(A) ERISA, 29 U.S.C. § 1002(13)(A)]. As Administrator, the Superintendence maintains its office and records in the District of Puerto Rico, under its direction and control at 1050 Jaime Drew Street, Urb. Los Maestros, San Juan, Puerto Rico. The Superintendence is a fiduciary of the Plan within the meaning of section 3(21)(A) of ERISA, 29 U.S.C. § 1002(21)(A). The Superintendence is a “party in interest” within the meaning of section 3(14) of ERISA, 29 U.S.C. § 1002(14).

7. Defendant, Samuel Soto is an individual residing in San Juan, Puerto Rico. Defendant, Samuel Soto maintains an office for, and the records for, the Defendant Plan at 1050 Jaime Drew Street, Urb. Los Maestros, San Juan, Puerto Rico. Defendant Samuel Soto, pursuant

to delegation from the Superintendence of Catholic Schools of the Archdioceses of San Juan, serves as, and performs all of the functions of, the Administrator of the Plan, within the definition of “Administrator” in section 3(16)(A) ERISA, 29 U.S.C. § 1002(13)(A). Defendant, Samuel Soto is a fiduciary of the Plan within the meaning of section 3(21)(A) of ERISA, 29 U.S.C. § 1002(21)(A). Defendant, Samuel Soto is a “party in interest” with respect to the Plan, within the meaning of section 3(14) of ERISA, 29 U.S.C. §1002(14).

8. Defendant, Juan Santa, is a fiduciary of the Plan within the meaning of section 3(21)(A) of ERISA, 29 U.S.C. § 1002(21)(A). Defendant, Juan Santa is a “party in interest” with respect to the Plan, within the meaning of section 3(14) of ERISA, 29 U.S.C. §1002(14). He is a resident of the Commonwealth of Puerto Rico

9. Defendant, Rosa Figueroa is a fiduciary of the Plan within the meaning of section 3(21)(A) of ERISA, 29 U.S.C. § 1002(21)(A). Defendant, Rosa Figueroa is a “party in interest” with respect to the Plan, within the meaning of section 3(14) of ERISA, 29 U.S.C. §1002(14). She is a resident of the Commonwealth of Puerto Rico

10. Defendant, Ana Cortés, is a fiduciary of the Plan within the meaning of section 3(21)(A) of ERISA, 29 U.S.C. § 1002(21)(A). Defendant, Ana Cortés is or was a “party in interest” with respect to the Plan, within the meaning of section 3(14) of ERISA, 29 U.S.C. §1002(14). She is a resident of the Commonwealth of Puerto Rico.

11. Defendant, John Doe (denominated with a fictitious name because her real name is unknown) is or was a fiduciary of the Plan within the meaning of section 3(21)(A) of ERISA, 29 U.S.C. § 1002(21)(A). Defendant, John Doe is or was a “party in interest” with respect to the Plan, within the meaning of section 3(14) of ERISA, 29 U.S.C. §1002(14). He is a resident of the Commonwealth of Puerto Rico.

12. Defendant, Richard Roe (denominated with a fictitious name because her real name is unknown) is or was a fiduciary of the Plan within the meaning of section 3(21)(A) of ERISA, 29 U.S.C. § 1002(21)(A). Defendant, Richard Roe is or was a “party in interest” with respect to the Plan, within the meaning of section 3(14) of ERISA, 29 U.S.C. §1002(14). He is a resident of the Commonwealth of Puerto Rico

13. Defendant Jane Doe (denominated with a fictitious name because her real name is unknown), is or was a fiduciary of the Plan within the meaning of section 3(21)(A) of ERISA, 29 U.S.C. § 1002(21)(A). Defendant, Jane Doe is or was a “party in interest” with respect to the Plan, within the meaning of section 3(14) of ERISA, 29 U.S.C. §1002(14). She is a resident of the Commonwealth of Puerto Rico or of the United States of America.

14. Defendant, Mary Roe (denominated with a fictitious name because her real name is unknown), is or was a fiduciary of the Plan within the meaning of section 3(21)(A) of ERISA, 29 U.S.C. § 1002(21)(A). Defendant, Mary Roe is or was a “party in interest” with respect to the Plan, within the meaning of section 3(14) of ERISA, 29 U.S.C. §1002(14). She is a resident of the Commonwealth of Puerto Rico or of a state of the United States of America.

15. Defendants, Insurance Company ABC; XYZ Insurance Co.; ACME Insurance Company (denominated with fictitious names because their real names are unknown), are insurance companies organized under the laws of the Commonwealth of Puerto Rico or under the laws of a state of the United States of America or of a foreign country, authorized to do business in this jurisdiction, who issued insurance policies to cover defendants for all or some of the claims made through the instant action.

16. Defendants, DEF Bond Company, Inc.; ABC Surety, Inc. (denominated with fictitious names because their real names are unknown), are Bonding and/or Surety Companies

organized under the laws of the Commonwealth of Puerto Rico, or under the laws of a state of the United States of America or of a foreign country, authorized to do business in this jurisdiction, who are surety and/or bond companies for one or more of the defendants.

17. Defendants, GHI Wealth Management and Financial Services, Inc.; JKL Investing and Financial Co.; MNO Wealth Management, LLC (denominated with fictitious names because their real names are unknown), are investment, brokerage and/or wealth management companies organized under the laws of the Commonwealth of Puerto Rico or of a state of the United States of America or of a foreign country, authorized to do business in this jurisdiction, acting as fiduciaries of the Pension Plan of the Superintendence of Catholic Schools of the Archdioceses of San Juan, who provided investment advise for a fee to the administrators and other fiduciaries of the Plan, as the term is defined by 29 U.S.C. §1002(21)(A)(ii).

18. Defendants, Joe Broker; Richard Investor and John Securities (denominated with fictitious names) because their real names are unknown) are investment brokers or wealth managers acting as fiduciaries of the Pension Plan of the Superintendence of Catholic Schools of the Archdioceses of San Juan, who provided investment advise for a fee to the administrators and other fiduciaries of the Plan, as the term is defined by 29 U.S.C. §1002(21)(A)(ii).

III. Background of Violations

19. On November 26, 1979, the Superintendence of Catholic Schools of the Archdioceses of San Juan and four fiduciaries known as Father Baudillo Merino, Father John Tomala, Ms. Anabel P. Casey, Brother Francis M. Ouellette and Mr. Santiago Aponte subscribed a deed of trust, before Notary Public, Antonio J. Suárez de la Torre, to establish the Trust of the Catholic Schools of the Archdioceses of San Juan Pension Plan.

20. According to the original Deed of Trust known as Catholic Schools Employees Pension Plan (Deed Number 12, notarized on November 26, 1979, by Notary Public Antonio J. Suárez de la Torre), the trustees shall discharge their duties with respect to the plan and this Trust solely in the interest of the participants and their beneficiaries pursuant to the terms and conditions of the Plan and this Trust, **inasmuch as these terms and conditions are congruent with the provisions of Title I of the Employee Retirement Income Security Act of 1974 (herein after, “E.R.I.S.A.”)**

21. Pursuant to the deed of trust, the trustees of the plan have to pay bond, subject to the provisions of Section 412 of the ERISA (29 U.S.C. §1112).

22. After subscribing the aforementioned deed, the fiduciaries of the Catholic Schools of the Archdioceses of San Juan Pension Plan approved the same.

Article 2 (Terms and Conditions of the Plan) provides that:

A. Purposes: This plan has been established by the Sponsor of the Plan for the exclusive benefit of the employees of the participating employers and/or their beneficiaries. Inasmuch as it is possible, this document shall be interpreted and administered **in a consistent manner with the intention and requirements of the applicable provisions of the “Employees Retirement Income Security Act of 1974,” as amended (ERISA)** and the Income Tax Law of 1954 of the Commonwealth of Puerto Rico, as amended, or any future provision of any applicable law.

Article 18 (Termination of the Plan) provides the following:

A. The sponsor reserves the right to terminate this plan completely at any moment, for any reason, or without any reason with the previous approval of the Secretary of the Treasury and **the Pension Benefit Guarantee Corporation**, and also the majority of the participating employers.

And Article 21 (Miscellaneous Provisions of the Plan), provides the following:

O. This Plan and all its provisions shall be interpreted pursuant to the laws of the Commonwealth of Puerto Rico and the **Employee Retirement Income Security Act of 1974 [E.R.I.S.A.]**. The Retirement Committee, in any form, would be held accountable in any Court other than a state or federal court with jurisdiction, if it has the power to act.

23. After the approval of the plan, the Superintendence of Catholic Schools of the Archdioceses of San Juan published and distributed among the beneficiaries and participants of the plan a document entitled “Catholic Schools Employees Pension Plan of the Archdioceses of San Juan, Summary of the Description of the Plan.”

Said document provides, in its paragraph number 26 (Notice to Employees) the following:

As a participant of this plan, you have certain rights and protections under the “Employee Retirement [Income] Security Act of 1974. E.R.I.S.A. provides that the participants of the plan would have the following rights:

- a. To examine, without any cost, in the office of the administrator and other places, all the documents of the plan, including the insurance contracts, collective bargaining agreements and copy of all the documents submitted to by the plan to the Department of Labor of the United States, such as annual reports and description of the plan.
- b. To obtain copy of a detail version of the document of the plan or other information, through a written request address to the the administrator of the plan. The administrator could collect a reasonable amount for photocopying expenses.
- c. To receive a summary of the annual financial report of the plan. The law requires that the administrator of the plan provide a copy of this report to each participant.
- d. To obtain, once per year, one report of the total accumulated pension benefits and the non-forfeitable pension benefits (if there are any) on the closet date on which the benefits would become non-forfeitable. The plan could require that the report be requested in writing, but it must be furnished at no cost.
- e. To file a complaint in Federal Court, if any of the requested documents are not received within 30 days counted from the date in which they are requested by the participant, unless the materials are not sent for reasons beyond the control of the administrator. The Court could require that the administrator of the pay up to \$100.00 for each day of delay until these materials are received by the participant.

In addition to establish rights for the participants of the plan, E.R.I.S.A. imposes obligations to the persons responsible for the operation of the pension plan. These persons are known as “fiduciaries” pursuant to the law. The fiduciaries are obliged to act exclusively for the benefit of the participants and must act prudently when they make decisions and exert duties under

the plan. The fiduciaries that violate the rules imposed by ERISA could be replaced and could respond for any loss caused in detriment of the plan due to their acts.

Your employer could not discriminate against you to prevent that you enjoy a pension benefit, or to exercise a right under the rules of ERISA.

If any benefit is denied to you in an improper manner you have the right to file a complaint in Federal Court or in a State Court. If the fiduciaries are misusing the funds of the plan, you have the right to file a complaint in Federal Court or to request the intervention of the Department of Labor of the United States. If you win the case, the Court could, if it decides to, request to the defendant to pay the legal costs, including attorney's fees. If you lose the case, the Court could require that you pay the legal costs, including attorney's fees (for example, if the Court decides that your claim is frivolous).

24. Another document with a similar title, dated September 1, 1993, was published and distributed among the plan participants and beneficiaries by the Superintendence of Catholic Schools of the Archdioceses of San Juan, which contain identical provisions.

25. Since 2009 until the present all the defendant administrators and fiduciaries of the plan failed to send a summary of the annual financial report of the plan to its participants and beneficiaries as provided by E.R.I.S.A. and the plan.

26. Neither the current defendant administrators and fiduciaries of the plan nor the former ones ever sent to the plan participants and beneficiaries a copy of the actuarial studies performed to the plan or any audited financial statements.

27. At least since 2009 until the present, the fiduciaries and trustees failed to pay the annual premiums imposed by the Pension Benefit Guarantee Corporation (herein after "the PBGC") to every pension plan covered by E.R.I.S.A., pursuant to 29 U.S.C. §§1306 and 1307, in violation of these sections.

28. The defendant trustees and fiduciaries failed to pay a bond, in violation of Section 412 of E.R.I.S.A. (29 U.S.C. §1112) and the deed of trust of the plan.

29. Multiemployer pension plans are affected by certain provisions of the Pension Protection Act of 2006 (PPA). 29 U.S.C. § 1085. For example, the PPA includes detailed new rules for multiemployer plans, which require plans failing to meet certain funding and other tests to adopt funding improvement plans or rehabilitation plans. The PPA also requires the plan actuary to certify not only that the funding percentage is accurate but also that the financial improvement or rehabilitation plan is on track to accomplish its goal within 10 years. Plans are also required to determine whether they will be insolvent within five years, compared with the current three-year period. The PPA also allows multiemployer plans projected to experience an accumulated funding deficiency within 10 years to obtain an automatic five-year amortization period extension as long as the plan satisfies certain requirements to ensure adequate funding. A second five-year amortization extension may be sought from the Department of Treasury.

Multiemployer plans that become insolvent receive assistance from the PBGC in the form of loans. There are strong incentives for adequate funding of multiemployer plans and for plans to avoid PBGC assistance. In addition to employers being jointly liable for unfunded benefits, the guaranteed benefit for participants is small. Currently, the maximum PBGC-guaranteed benefit is approximately \$13,000 for 30 years of service. *Id.*

30. On December 16, 2014, Congress enacted the Multiemployer Pension Reform Act of 2014 (MPRA) to establish new options for trustees of multiemployer plans that will potentially run out of money. The M.P.R.A. establishes new funding rules for multiemployer plans that are in “endangered” or “critical” status, and allows for the suspension of benefits for plans “in critical and declining status.” See 26 U.S.C. §432.

Under the new law, trustees of a multiemployer plan that is expected to run out of money in less than 20 years (or 15 years in certain circumstances) may apply for a temporary or permanent

reduction of pension benefits. In order for these pension benefit reductions to take place, the plan trustees must submit an application showing that they are necessary to keep the plan from running out of money. Participants must be notified of any proposal to reduce benefits and have the opportunity to comment on the proposal. The M.P.R.A. also requires that the application be reviewed by the U.S. Department of the Treasury, in consultation with PBGC and the Department of Labor, to determine if it meets the requirements under the law. If the application is approved, plan participants and beneficiaries will then have the right to vote on the proposed benefit changes before they can occur.

31. At least since 2009 until 2016, the defendant fiduciaries and administrators of the plan failed to commend actuarial studies for the plan or audited financial statements, nor did they comply with any of the provisions of Pension Protection Act of 2006 (PPA), 29 U.S.C. § 1085 or the Multiemployer Pension Reform Act of 2014 (MPRA), 26 U.S.C. §432, to prevent the insolvency of the plan. In other words, they did not take any measure mandated by these acts to prevent such insolvency. What is worse they failed to inform to the plan participants and beneficiaries about the deficit of the pension fund and its critical financial situation, until the plan became insolvent, during the first months of 2016.

32. From 2006 until the present, the defendant fiduciaries and administrators of the plan invested more than 80% of the pension plan's fund in close end bonds' funds and other bonds of several instrumentalities and public corporations of the Commonwealth of Puerto Rico. During that period of time such close end bonds' funds and bonds lost between 70-80% of their market value. Such loss provoked the accelerated insolvency of the plan. The defendant administrators and fiduciaries of the plan failed to diversify the investment portfolio of the pension fund in violation of E.R.I.S.A., 29 U.S.C. §1104(a)(1)(C). This Section guards against undiversified

schemes such as the instant one that prohibits a fiduciary and administrator of a plan from investing the whole or an unreasonably large portion of the trust assets in either one type of security or different type of securities that are dependent on the welfare of one industry or the conditions in one particular geographic location.

33. The defendant fiduciaries and administrators of the pension plan were bound to consider a host of factors particular to their own trust to determine an appropriate mix of investments. These factors include: “the purposes of the plan, the amount of the plan assets, financial and industrial conditions, the type of investment, whether mortgages, bonds or shares of stock or otherwise; distribution of as to geographic location; distribution as to industries, dates of maturity and others. See *In Re Unisys Savings Plan Litigation*, 74 F.3d 420, 438 (3rd Cir. 1996), (citing H.R. Conf. Rep. No. 1280, 93d Cong., 2d Sess. 1974). However, as indicated before, defendant fiduciaries and administrators failed to comply with their fiduciary duty to diversify the investment portfolio of the pension fund. The language of the Congressional Report makes clear that a fiduciary must diversify the portfolio both with regard to the actual investments selected and with the type of security chosen. 1974 U.S.C.C.A.N. at 5085. See *GIW Industries, Inc. v. Trevor*, 895 F.2d 729, 732 (11th Cir. 1990) (holding that a portfolio consisting primarily of long-term government bonds was not sufficiently tailored to the particular needs of the plan at issue, even though the funds were “liquid and carried minimal credit risk”).

In the instant case the close end bonds’ funds and other bonds acquired by the fiduciaries and administrators of the plan were not liquid and carried a great credit risk. Notwithstanding this fact, the fiduciaries and administrators of the plan concentrated more than 80% of the pension funds in the aforementioned investments.

34. Defendant fiduciaries' and administrators' conduct during the relevant period also amounted to a violation of 29 U.S.C. §1104(a)(1)(B), the E.R.I.S.A. section that requires fiduciaries to "act with the care, skill, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise with like character and with like aims." *In re Unisys Savings Plan Litigation*, 173 F.3d 145, 153 (3d Cir. 1999).

Between the years 2009 to 2016, defendant fiduciaries' and administrators' investment strategy and decision-making process during the relevant time period were inadequate when compared to the course that would have been taken by reasonably prudent investors. During this period of time the plan's investment holdings consisted almost wholly of the aforementioned fixed income investment vehicles. The decision-making process that justified this makeup was marked by uneducated assumptions, lack of independent investigation, and a failure to obtain the needed expertise as to the best way to meet the plan's goals.

35. The overall investment strategy of the defendant fiduciaries and administrators of the plan was the result of the fiduciaries and administrators merely attending monthly meetings and rubber stamping the judgment of the defendant brokers and brokerage firms, thereby abdicating their duty to make informed and independently investigated investments decisions. Defendant fiduciaries and administrators of the plan had the necessary cash flow available to them with which to broaden the plan's holdings beyond fixed-income investments, yet neglected to do so. When compared to sound and prudent investment principles, the conduct of the defendant fiduciaries and administrators between 2009 and 2016 subjected the plan to large losses.

36. The fiduciaries and administrators of the plan were not qualified to manage investments of a pension fund, based on their educational backgrounds, experience, skills and

knowledge. None of them had any formal education on investment strategy and methodology, nor did they make independently informed and researched choices with the assets of the pension fund. They approved investment decisions and advice without further query. While a fiduciary is encouraged to retain the service of consultants when they need outside assistance to make prudent investments and they are not expected to duplicate their adviser's investigative efforts, ERISA's duty to investigate requires fiduciaries to review the data a consultant gathers to assess its significance and to supplement it where necessary. *In re Unisys Savings Plan Litigation*, 74 F.3d 420, 435 (3rd Cir. 1996).

Even with the assistance of outside consultants making up for their lack of investment experience, the defendant fiduciaries and administrators of the plan were required to maintain an independent and critical eye toward the decisions that they approved. *Liss v. Smith*, 991 F.Supp. 278 (S.D.N.Y. 1998). Defendants failed to have such independent and critical eye when they approved a high concentration of the pension fund's investments (more than 80%) in closed end bonds' funds and other bonds of several instrumentalities and public corporations of the Commonwealth of Puerto Rico.

Finally, the defendant fiduciaries failed to take any action to correct their imprudent investments.

37. To sum up, the defendant fiduciaries and administrators of the plan failed to implement an investment policy; failed to diversify funds assets, failed to properly investigate fund investments and failed to monitor the pension fund's solvency, in violation of ERISA's general fiduciary duty provision, ERISA's §404, 29 U.S.C. § 1104(a)(1)(B) and the specific requirement that assets be diversified, ERISA's §404, 29 U.S.C. § 1104(a)(1)(C).

38. On the other hand, under the plain language of the statute, responsibility for providing investment advice for a fee is sufficient to give rise to ERISA plan fiduciary status. See 29 U.S.C. § 1002(21)(A)(ii). Courts have, furthermore, found that an investment advisor owes fiduciary duties to an ERISA plan where the advisor was “(1) providing individualized investment advice; (2) given pursuant to a mutual understanding; (3) on a regular basis; (4) that serves as a primary basis for investment decisions with respect to plan assets; (5) pertains to the value of the property or consists of recommendations as to the advisability of investing in certain property; and (6) is rendered for a fee.” *Goldenberg v. Indel, Inc.*, 741 F.Supp.2d 618, 627 (D.N.J.2010) (citing 29 C.F.R. § 2510.3–21(c)).

39. Between 2006 and 2016, defendant brokers provided investment advice for a fee to the fiduciaries and administrators of the pension plan. “A person shall be deemed to be rendering ‘investment advice’ ” if he advises “as to the value of securities or other property, or makes recommendation[s] as to the advisability of investing in, purchasing, or selling securities or other property.” 29 C.F.R. § 2510.3-21(c)(1)(i).

40. The defendant brokers provided investment advice for a fee to the fiduciaries and administrators of the plan because they advised them on the value of the closed end bonds’ funds and other bonds of the Commonwealth of Puerto Rico and made various recommendations about the advisability of investing a substantial amount of money (more than 80% of the pension fund’s assets) in these securities and directly purchased them on behalf of the pension plan for a fee. The defendant brokers’ advice served as a primary basis for the investment decisions of the plan. Their advice to excessively buy closed end bonds’ funds and several bonds of various instrumentalities and public corporations of the Commonwealth of Puerto Rico for a fee, resulted in substantial losses to the pension fund and provoked its insolvency. Defendants brokers represented to the

fiduciaries and administrators of the plan that the aforementioned securities were low risk investments, when all the financial indicators tended to show the contrary. In other words, the downward trend of the economy of Puerto Rico between 2006-2016 and its high indebtedness, should have warned a prudent broker that such high concentration of the plan's assets in these bonds could very well provoke a substantial loss to the plan's fund. These brokers violated their fiduciary duties towards the plaintiffs, as plan participants and beneficiaries of the pension plan.

41. For the same reasons, the defendant brokers' and/or financial services firms are liable to the plaintiffs under E.R.I.S.A. because a financial services firm that provided individualized investment advice for a fee, is considered a fiduciary under E.R.I.S.A. The defendant brokers and/or financial services firm breached their fiduciary duty under ERISA to provide competent investment advice and services, ERISA § 404(a), 29 U.S.C. § 1104(a). An ERISA fiduciary must discharge his duties with reasonable care, skill, and diligence, and with the goal of minimizing the risk of large loss through asset diversification; see also ERISA § 409(a), 29 U.S.C. § 1109(a) (Any fiduciary who "breaches any of the responsibilities, obligations, or duties imposed upon fiduciaries by this subchapter shall be personally liable to make good to such plan any losses to the plan resulting from each such breach, and to restore to such plan any profits of such fiduciary which have been made through use of assets of the plan by the fiduciary...."). The defendant brokers, broker's and/or financial services firms are ERISA fiduciaries that gave an ERISA plan inadequate investment advice are liable to the pension fund of and must restore to such fund any profits of such fiduciary which have been made through use of assets of the plan by the fiduciary and must compensate the pension fund for any losses as a result of their ill advised investments. See ERISA § 502(a)(2), 29 U.S.C. § 1132(a)(2). See *Dudley Supermarket, Inc. v. Transamerica Life Ins. & Annuity Co.*, 302 F.3d 1 (1st Cir. 2002).

The broker's and/or financial services firms (as principals) are also vicariously liable to the pension fund for the losses suffered by it and are bound to restore any profits made as a result of the questioned transactions because by virtue of its de facto control over the brokers (as their agents), had control over the disposition of plan's assets.

42. The defendant settlor and sponsor of the plan failed to monitor the defendant fiduciaries or to take any action to correct the defendant fiduciaries' and administrators' imprudent investments. Under the subject plan and ERISA, the defendant settlor and sponsor of the plan had a co-fiduciary duty to appoint, remove and monitor the fiduciaries and administrators of the plan but failed to take any action to remedy the breaches of the other defendants, "with knowledge of such breaches. Its failure to adequately monitor the appointed fiduciaries enabled those fiduciaries to breach their duties. See *Kling v. Fidelity Management Trust Co.*, 323 F.Supp. 2d 132, 144-145 (E.D. Ark. 2015).

43. The Superintendence of Catholic Schools of the Archdioceses of San Juan, as settlor and/or sponsor of the Catholic Schools of the Archdioceses of San Juan Pension Plan, its fiduciaries and administrators represented to all its participants and beneficiaries that the plan was covered by the provisions of E.R.I.S.A. until 2016. However, on or around March 2016, these defendants together with plaintiffs' employers decided to terminate the plan. Once they made this decision, they publicly claimed that the plan was a "church plan" exempt from such provisions. See 29 U.S.C. §1002(33).

The Superintendence of Catholic Schools of the Archdioceses of San Juan, as settlor and/or sponsor of the Catholic Schools of the Archdioceses of San Juan Pension Plan, and its agents, the defendant fiduciaries and the administrators of the plan are duty bound not to mislead participants, and where failure to abide by ERISA's disclosure requirements involves misleading statements or

intentional concealment, a fiduciary breach claim will arise. See *Varity Corp. v. Howe*, 516 U.S. 489, 506, 116 S.Ct. 1065.

An employer has a fiduciary duty as a plan administrator not affirmatively to mislead participants. See, e.g., *Fischer v. Philadelphia Elec., Co.*, 994 F.2d 130, 135 (3d Cir.), cert. denied, 510 U.S. 1020, 114 S.Ct. 622, 126 L.Ed.2d 586 (1993); *Drennan v. General Motors Corp.*, 977 F.2d 246, 251 (6th Cir.1992), cert. denied, 508 U.S. 940, 113 S.Ct. 2416, 124 L.Ed.2d 639 (1993); see generally Edward E. Blintz, *Fiduciary Responsibility Under ERISA: Is there Ever a Fiduciary Duty to Disclose?*, 54 U. Pitt. L.Rev. 979 (1993). “Lying is inconsistent with the duty of loyalty owed by all fiduciaries and codified in section 404(a)(1) of ERISA” *Varity*, [516] U.S. [489], at [504], 116 S.Ct. at 1074 (quoting *Peoria Union Stock Yards Co. v. Penn Mut. Life Ins. Co.*, 698 F.2d 320, 326 (7th Cir.1983)); see also *In re Unisys Corp.*, 57 F.3d at 1261 (“[i]n the exercise of his duties, the fiduciary may not materially mislead those to whom the duties of loyalty and prudence are owed.”). “Put simply, when a plan administrator speaks, it must speak truthfully.” *Fischer*, 994 F.2d at 135. See also *Mullins v. Pfizer, Inc.*, 23 F.3d 663, 668 (2d Cir.1994) (joining the Third and Sixth Circuits in adopting the view that a plan administrator may not make affirmative material misrepresentations to plan participants about changes to an employee pension benefits plan). See *Catholic Charities of Maine, Inc. v. City of Portland*, 304 F.Supp.2d 77, 86-87 (D. Maine 2004)

Plaintiffs, as plan participants and beneficiaries affirmatively allege that the Superintendence of Catholic Schools of the Archdioceses of San Juan elected to be covered by E.R.I.S.A.

The ERISA church plan exemption is limited to “a church plan ... with respect to which no election has been made under section 410(d) of [the Internal Revenue Code].” 29 U.S.C. §

1003(b)(2). Section 410(d) of the Internal Revenue Code (“the Code”) provides that if a “church ... which maintains any church plan makes an election under this subsection ..., then the provisions of this title relating to participation, vesting, funding, etc.... shall apply to such church plan as if such provisions did not contain an exclusion for church plans.” The Code’s definition of “church plan,” at section 414(e), is virtually identical to ERISA’s. Plaintiffs affirmatively alleged that the Superintendence of Catholic Schools of the Archdioceses of San Juan, as settlor and/or sponsor of the plan represented to them that it made the election under section 410(d) election for the Plan.

An election under this subsection with respect to any “church plan” shall be binding with respect to such plan, and, **once made, shall be irrevocable.**

The fact that a “plan” is sponsored by a “church” does not necessarily means that the plan may safely be called a “church plan,” as defined in Section 3(33) of E.R.I.S.A., 29 U.S.C. §1002(33)(A). Even the basic definition of a “church plan” which is set forth in Section 3(33)(A) of E.R.I.S.A. extends the complexity of the analysis beyond simply finding a “church” and looking for a “plan.” Section 3(33)(A) imposes the additional requirements that the sponsor of a plan must be a “church” or association of churches” exempt from taxation under Section 501 of the Code and the plan be maintained (within certain limits) for the benefit of the church’s employees.

Moreover, if the sponsor or settlor elects that the plan be covered by the provisions of E.R.I.S.A., such election is binding and irrevocable. Plaintiffs affirmatively allege that that is precisely the situation at hand.

44. Notwithstanding the clear provisions of E.R.I.S.A., the Internal Revenue Code, the deed of trust and the plan itself, if this Honorable Court rules that co-defendant, the Superintendence of Catholic Schools of the Archdioceses of San Juan, as sponsor or settlor of the plan failed to make an election to be covered by **all** the provisions of E.R.I.S.A., then this defendant

made a false representation to all the plan participants and beneficiaries, including the plaintiffs in this case and consequently, it is liable to them and to the pension fund for any losses that such misrepresentation might have caused to them. See *Varity*, supra.

45. Plaintiffs' employers and co-defendants, the Superintendence of Catholic Schools of the Archdiocese of San Juan, the fiduciaries and the administrators of the plan represented to them that they were going to enjoy the benefits provided by the plan, when they were hired by their respective schools, if they met the plan requirements. They were also informed that the plan was created to compensate for the low salaries paid to the catholic schools whose employees participate of the benefits of the plan; as compared to the salaries paid by the Commonwealth of Puerto Rico in the public sector. Defendant settlor and sponsor, the fiduciaries and administrators of the plan also represented to plaintiffs that they enjoyed the rights and protections recognized by ERISA. In fact, some of the plaintiffs were already receiving their pensions, after reaching their retirement age.

46. It is axiomatic that Congress enacted ERISA in 1974 in part to prevent plan terminations from depriving employees and their beneficiaries of anticipated benefits. See 29 U.S.C. § 1001(a).

a. Title IV of the Act covers the termination of private pension plans, and establishes a system of insurance for benefits provided by such plans, and creates a "corporate body" within the Department of Labor, the Pension Benefit Guaranty Corporation (herein after, PBGC), to administer that system. See 29 U.S.C. § 1302. The PBGC guarantees certain nonforfeitable benefits provided by qualified defined benefit pension plans. 29 U.S.C. §§ 1344, 1353, 1361, 1381 and 1391.

b. The plan in question is a multi-employer defined benefits plan. This is one which sets forth a fixed level of benefits. See 29 U.S.C. § 1002(35).

c. When an employer voluntarily terminates a multi-employer defined benefit plan, all accrued benefits automatically vest, notwithstanding the plan's particular vesting provisions. 26 U.S.C. § 411(d)(3). Title IV of ERISA requires that plan assets be distributed to participants in accordance with the six-tier allocation scheme set forth in § 4044(a), 29 U.S.C. § 1344(a). Section 4044(a) provides that plan administrators first distribute nonforfeitable benefits guaranteed by the PBGC, 29 U.S.C. §§ 1344(a)(1)–(4); then “all other nonforfeitable benefits under the plan,” § 1344(a)(5); and finally “all other benefits under the plan,” § 1344(a)(6). If the plan assets are not sufficient to cover the benefits in categories 1–4, the PBGC will make up the difference. 29 U.S.C. § 1361. The employer must then reimburse the PBGC for the unfunded benefit liabilities. 29 U.S.C. § 1362. See *Mead Corp. v. Tilley*, 490 U.S. 714, 717-718, 109 S.Ct. 2156, 104 L.Ed.2d 796 (1989).

d. E.R.I.S.A. provisions covering the termination of a multiemployer pension plan are contained in Section 4041A of the Act, 29 U.S.C. §1341a.

e. When a multiemployer plan terminates under section 4041A(a)(2) of the Employee Retirement Income Security Act, as amended, ERISA imposes certain obligations and rules on the plan sponsor.

Section 4041A of ERISA governs the payment of benefits to participants in terminated multiemployer plans. Section 4041A(c) provides that, except as provided in section 4041A(f)(1), the plan sponsor of a plan terminated by mass withdrawal shall --

limit the payment of benefits to benefits which are nonforfeitable under the plan as of the date of termination, and pay benefits attributable to employer contributions, other than death benefits, only in the form of an annuity, unless plan assets are distributed in full satisfaction of all nonforfeitable benefits under the plan.

f. ERISA section 4041A(f)(1) permits a plan sponsor to pay a participant's entire nonforfeitable benefit attributable to employer contributions (other than a death benefit) in a form other than an annuity if the value of the benefit does not exceed \$1,750. In addition, that section allows the PBGC to authorize the payment of benefits other than nonforfeitable benefits and the payment of nonforfeitable benefits with a value in excess of \$1,750.00 in a form other than an annuity. The PBGC may authorize such payment if it determines that the payment is not adverse to the interests of participants and beneficiaries generally and does not unreasonably increase the PBGC's risk of loss with respect to the plan. Pursuant to its authority under section 4041A(f), the PBGC has granted blanket approval for payment of a Qualified Preretirement Survivor Annuity to the surviving spouse of a participant who dies after termination (see 29 CFR § 4041A.22(c) and (d)), if plan assets are sufficient to provide for all nonforfeitable benefits.

g. The plan sponsor of a plan terminated by mass withdrawal may distribute plan assets in full satisfaction of all nonforfeitable benefits under the plan. PBGC authorization of the distribution is not required if the rules below are followed.

To make such distribution, the plan sponsor must determine each participant's entire nonforfeitable benefit under the plan and must ensure that each participant receives that amount. Each participant with a benefit payable as an annuity under the plan must receive that benefit in the form of an annuity unless the participant elects with spousal consent another form of distribution provided by the plan. Both the participant's election and the spouse's consent must be in writing. A participant may be offered additional forms of distribution (e.g., lump-sum payment of the commuted value of the annuity or transfer of such value to an individual account plan) that are permitted by the plan document. However, when a participant is afforded the opportunity to elect alternative forms of distribution, he or she must be advised of the estimated

amounts of the annuity and of the alternative form(s) of distribution. A participant need not be offered an annuity if the present value of his or her annuity does not exceed \$5,000.00.

If participants are being offered the opportunity to transfer their benefits to an individual account plan, their benefits may not be transferred without their consent. This applies even for a benefit that has a present value of \$5,000 or less. In such cases, if an annuity is not offered, the participant must be offered a lump-sum distribution.

h. Under ERISA section 4219(c)(8), an employer's obligation to make withdrawal liability payments to a terminated plan ceases at the end of the plan year in which plan assets on hand (exclusive of withdrawal liability claims) are sufficient to meet the plan's obligations, as determined by PBGC. The PBGC has determined that, for purposes of section 4219(c)(8), a distribution of plan assets in full satisfaction of all nonforfeitable benefits under a plan establishes that the plan assets on hand are sufficient to meet all obligations of the plan.

i. The Department of Labor requests that if a distribution of plan assets is made in full satisfaction of all nonforfeitable benefits under the plan, the PBGC be notified within 60 days of the date of distribution. This notification will enable the PBGC to remove the plan from the premium payment mailing list.

If a plan does not close out by distributing plan assets in full satisfaction of all nonforfeitable benefits, section 4281 of ERISA imposes additional obligations on the plan sponsor. The most significant of these are the requirements relating to benefit reductions and benefit suspensions. Section 4281(b) requires that the value of the plan's nonforfeitable benefits and the value of plan assets, including outstanding claims for withdrawal liability, be valued as of the end of the plan year of termination and each plan year thereafter. The PBGC has published a final regulation containing rules for this valuation (29 CFR Part 4281). If the section 4281 valuation

indicates that the value of nonforfeitable benefits exceeds the value of plan assets, the plan sponsor is required by section 4281(c)(1) to amend the plan to reduce benefits under the plan to the extent necessary to ensure that the plan's assets are sufficient, as determined and certified in accordance with regulations prescribed by the corporation, to discharge when due all of the plan's obligations with respect to nonforfeitable benefits. The benefits subject to reduction under section 4281(c) are benefits that are not guaranteeable benefits pursuant to section 4022A(b) of ERISA.

Once a plan has been amended to eliminate all benefits that are nonguaranteeable under section 4022A(b), the plan sponsor is required by section 4281(d) to monitor the plan's solvency. If the plan becomes insolvent (i.e., its available resources are insufficient to pay benefits due under the plan for a plan year), the plan sponsor is required to suspend the payment of benefits that cannot be paid from the plan's available resources, but not below the level of benefits guaranteed by PBGC under section 4022A(c). If the plan's available resources are less than the amount necessary to pay benefits at the guaranteed level, the plan sponsor is required to apply to the PBGC for financial assistance so that benefits can be paid at the guaranteed level. The PBGC has published a final regulation containing rules for the administration of plans that have terminated by mass withdrawal, including solvency determinations and notices to participants, beneficiaries and the PBGC of benefit reductions and suspensions (29 CFR Part 4041A).

j. The plan sponsor has a statutory duty to determine, assess, and collect withdrawal liability if the plan is underfunded at termination. ERISA provides special rules regarding withdrawal liability in the case of a mass-withdrawal-termination. Employers may lose the benefit of any *de minimis* reduction under section 4209(c) and the 20-year payment limitation under section 4219(c)(1)(B). In addition, section 4219(c)(1)(D) requires that all unfunded vested benefits be allocated among all such employers.

47. Defendants, the Superintendence of Catholic Schools of the Archdioceses of San Juan, the fiduciaries and administrators of the plan failed to inform to plaintiffs how they intend to distribute the assets remaining in the pension fund, nor did they calculate each participant's entire nonforfeitable benefit under the plan or ensure that each participant receives that amount, as required by E.R.I.S.A.

48. On March 14, 2016, defendants, the Superintendence of Catholic Schools of the Archdioceses of San Juan, the fiduciaries and administrators of the plan simply published a Public Posting that indicated that the Superintendence was terminating the plan ("Comunicado del Plan de Pensiones de la Superintendencia de Escuelas Católicas de San Juan"), allegedly because the pension benefits being paid surpassed the contributions made by the participating employers which have provoked a substantial reduction in the assets of the Plan. According to them, the participating employers have been affected due to the difficult financial situation that the country is going through, thus a substantial increase in the plan contributions is not feasible. Defendant further indicated in an extremely general manner that after the termination of the plan the remaining assets would be distributed **principally among the pensioned participants**, pursuant to the Plan Document and the distribution suggested by an actuary. No details were provided nor did they produced a copy of the actuarial study. Plaintiffs and the rest of the plan participants and beneficiaries completely ignore how this distribution is going to be made.

48. ERISA is a "comprehensive and reticulated statute," which Congress adopted after careful study of private retirement pension plans. *Nachman Corp. v. Pension Benefit Guaranty Corp.*, 446 U.S. 359, 361, 100 S.Ct. 1723, 1726, 64 L.Ed.2d 354 (1980). In *Nachman*, the Supreme Court observed that Congress through ERISA wanted to ensure that "if a worker has been promised a defined pension benefit upon retirement-and if he has fulfilled whatever conditions are required

to obtain a vested benefit- ... he actually receives it.” *Id.*, at 375, 100 S.Ct., at 1733. For this reason, the concepts of vested rights and nonforfeitable rights are critical to the ERISA scheme. See *id.*, at 370, 378, 100 S.Ct., at 1730, 1734. ERISA prescribes vesting and accrual schedules, assuring that employees obtain rights to at least portions of their normal pension benefits even if they leave their positions prior to retirement. Most critically, ERISA establishes that “[e]ach pension plan shall provide that an employee’s right to his normal retirement benefit is nonforfeitable upon the attainment of normal retirement age.” 29 U.S.C. § 1053(a). See *Alessi v. Reybestos Manhattan, Inc.*, 451 U.S. 504, 510, 101 S.Ct. 1895, 68 L.Ed.2d 402 (1981).

49. Plaintiffs have vested rights and nonforfeitable benefits in the plan. The benefits promised to them are part of their employment contract with the different schools and/or places of employment for which they currently work or worked in the past. The fiduciaries and administrators of the plan had a fiduciary duty towards them to properly managed the plan’s assets and distribute its benefits, pursuant to the terms of the plan and E.R.I.S.A. provisions. Defendants utterly failed to comply with this duty. See, e.g., *Varity*, 516 U.S. at —, 116 S.Ct. at 1074 (holding that decision to terminate plan not governed by fiduciary duties but fiduciaries’ statements about plan future governed by such duties).

50. Plaintiff, **IVETTE M. MARTÍNEZ GONZÁLEZ**, was employed as a full time employee for one or more of the participating employers of the plan in the Commonwealth of Puerto Rico for a period of thirty six (36) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **IVETTE M. MARTÍNEZ GONZÁLEZ**’ benefits in the Plan are fully vested.

Plaintiff, **ELIA M. FONTANET BATISTA** was employed as a full time employee for one or more of the participating employers of the plan in the Commonwealth of Puerto Rico for a period of twenty four (24) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **ELIA M. FONTANET BATISTA’S** benefits in the Plan are fully vested.

Plaintiff, **MARÍA ISABEL FERNÁNDEZ GARCÍA**, was employed as a full time employee for one or more of the participating employers of the plan in the Commonwealth of Puerto Rico for a period of twenty four (24) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **MARÍA ISABEL FERNÁNDEZ GARCÍA’S** benefits in the Plan are fully vested.

Plaintiff, **MARÍA DE LOURDES FERNÁNDEZ GARCÍA**, was employed as a full time employee for one or more of the participating employers of the plan in the Commonwealth’ of Puerto Rico for a period of twenty eight (28) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **MARIA DE LOURDES FERNÁNDEZ GARCÍA’S** benefits in the Plan are fully vested.

Plaintiff, **MARYSOL DÍAZ MORALES**, was employed as a full time employee for one or more of the participating employers of the plan in the Commonwealth of Puerto Rico for a period of thirty eight (38) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **MARYSOL DÍAZ MORALES’** benefits in the Plan are fully vested.

Plaintiff, **MARÍA DEL CARMEN BONNÍN OROZCO**, was employed as a full time employee for one or more of the participating employers of the plan in the Commonwealth of Puerto Rico for a period of thirty one (31) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **MARÍA DEL CARMEN BONNÍN OROZCO’S** benefits in the Plan are fully vested.

Plaintiff, **JESÚS ORTIZ CONCEPCIÓN** was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of forty-five (45) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **JESUS ORTIZ CONCEPCIÓN’S** benefits in the Plan are fully vested.

Plaintiff, **CARMEN M. RODRÍGUEZ RODRÍGUEZ** was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirty (30) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **CARMEN M. RODRÍGUEZ RODRÍGUEZ’** benefits in the Plan are fully vested.

Plaintiff, **MILAGROS ORTIZ CARDONA**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirty nine (39) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **MILAGROS ORTIZ CARDONA’S** benefits in the Plan are fully vested.

Plaintiff, **MARI L. CASTRILLO ROSA**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a

period of sixteen years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **MARI L. CASTRILLO ROSA’S** benefits in the Plan are fully vested.

Plaintiff, **LIZA GUZMÁN COLÓN**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty three (23) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **LIZA GUZMÁN COLÓN’S** benefits in the Plan are fully vested.

Plaintiff, **LOURDES M. DOMÍNGUEZ CASTRO** was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty (20) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **LOURDES M. DOMÍNGUEZ CASTRO’S** benefits in the Plan are fully vested.

Plaintiff, **CARLA CASTRO BUITRIAGO**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirteen (13) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **CARLA CASTRO BUITRIAGO’S** benefits in the Plan are fully vested.

Plaintiff, **CARMEN L. RODRÍGUEZ RIVERA**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty six (26) years. That period of service has been credited by Defendant Plan

as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **CARMEN L. RODRÍGUEZ RIVERA**’s benefits in the Plan are fully vested.

Plaintiff, **MARIO DAUBÓN VIDAL**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of forty (40) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **MARIO DAUBON VIDAL’S** benefits in the Plan are fully vested.

Plaintiff, **ELENA MOREL ROSARIO**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirty seven (37) years. She is currently retired and was receiving her accumulated benefits. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **ELENA MOREL ROSARIO’S** benefits in the Plan are fully vested.

Plaintiff, **ÁNGEL L. RIVERA NAZARIO**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty four (24) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **ÁNGEL L. RIVERA NAZARIO’S** benefits in the Plan are fully vested.

Plaintiff, **ZORAIDA IBARRONDO ORTIZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirty (30) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **ZORAIDA IBARRONDO’S** benefits in the Plan are fully vested.

Plaintiff, **IVETTE COLÓN VÉLEZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirty six (36) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **IVETTE COLÓN VÉLEZ**’ benefits in the Plan are fully vested.

Plaintiff, **ELENA PIÑERO LANDING**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of eighteen (18) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **ELENA PIÑERO LANDING**’S benefits in the Plan are fully vested.

Plaintiff, **ANTONIA MARTÍNEZ BODÓN**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty nine (29) years. She is currently retired and was receiving her accumulated benefits. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **ANTONIA MARTÍNEZ BODÓN**’S benefits in the Plan are fully vested.

Plaintiff, **KRISTINA CASADEY SANTIAGO**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirteen (13) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **KRISTINA CASADEY SANTIAGO**’S benefits in the Plan are fully vested.

Plaintiff, **CARLOS E. VALLEJO ESPARRAGOZA**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of

Puerto Rico for a period of twenty (22) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. He is currently retired and was receiving accumulated benefits. In consequence of that period of continuous service, Plaintiff, **CARLOS E. VALLEJO ESPARRAGOZA’S** benefits in the Plan are fully vested.

Plaintiff, **MARIA A. BECERRA MENÉNDEZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty (22) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **MARÍA A. BECERRA MENÉNDEZ’** benefits in the Plan are fully vested and has a current value.

Plaintiff, **CARLOTTA VEINTIMILLA DE IGNACIO**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirty six (36) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **CARLOTTA VEINTIMILLA DE IGNACIO’S** benefits in the Plan are fully vested.

Plaintiff, **ZAYRA DEL C. RÍOS MARTÍNEZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirteen (13) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **ZAYRA DEL C. RÍOS MARTINEZ’** benefits in the Plan are fully vested.

Plaintiff, **LILLIAM ROSADO RUIZ**, was employed as a full timse employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period

of ten (10) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **LILLIAM ROSADO RUIZ**’ benefits in the Plan are fully vested.

Plaintiff, **DIANA VÉLEZ ESTRADA**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of ten (10) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **DIANA VÉLEZ ESTRADA’S** benefits in the Plan are fully vested.

Plaintiff, **ISABEL ARTEAGA GARCÍA**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of eighteen (18) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **ISABEL ARTIAGA GARCÍA’S** benefits in the Plan are fully vested.

Plaintiff, **ANA M. ROSARIO GARCÍA**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of sixteen (16) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **ANA M. ROSARIO GARCÍA’S** benefits in the Plan are fully vested.

Plaintiff, **MARIAM LASTRA CALDERÓN**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of seventeen (17) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **MARIAM LASTRA CALDERÓN’S** benefits in the Plan are fully vested.

Plaintiff, **ZURY RIVERA DE JESÚS**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of ten (10) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **ZURY RIVERA DE JESÚS**’ benefits in the Plan are fully vested.

Plaintiff, **EDITH CARRION HERNÁNDEZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirty nine (39) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **EDITH CARRION HERNÁNDEZ**’ benefits in the Plan are fully vested.

Plaintiff, **OLGA M. GALLARDO REVERÓN**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirteen (13) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **OLGA M. GALLARDO REVERÓN’S** benefits in the Plan are fully vested.

Plaintiff, **VERLEE PAGÁN LÓPEZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty three (23) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **VERLEE PAGÁN LÓPEZ**’ benefits in the Plan are fully vested.

Plaintiff, **MARITZA ROSARIO URRUTIA**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty six (26) years. That period of service has been credited by Defendant Plan as

“continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **MARITZA ROSARIO URRUTIA’S** benefits in the Plan are fully vested.

Plaintiff, **MICHELE ANGUEIRA NAVARRO**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirty five (35) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **MICHELE ANGUEIRA NAVARRO’S** benefits in the Plan are fully vested.

Plaintiff, **SARAH E. VÁZQUEZ SANTOS**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirty one (31) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **SARAH E. VÁZQUEZ SANTOS’** benefits in the Plan are fully vested.

Plaintiff, **ELIA A. AGUILAR MONTES** was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twelve (12) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **ELIA A. AGUILAR MONTES’** benefits in the Plan are fully vested.

Plaintiff, **MILCA COTTO OLIQUE**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of eleven (11) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **MILCA COTTO’S** benefits in the Plan are fully vested.

Plaintiff, **ROSARIO MARITZA FRATICELLI SÁNCHEZ** was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirty five (35) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **ROSARIO MARITZA FRATICELLI SANCHEZ**’ benefits in the Plan are fully vested.

Plaintiff, **OFELIA GARCÍA ARMAS**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirty seven (37) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **OFELIA GARCÍA** benefits in the Plan are fully vested.

Plaintiff, **JOHANNA I. ORTIZ MERCADO**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of fourteen (14) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **JOHANNA I. ORTIZ MERCADO’S** benefits in the Plan are fully vested.

Plaintiff, **FELIX L. CAMPOS NEGRÓN**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirty (30) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **FELIX L. CAMPOS NEGRÓN’S** benefits in the Plan are fully vested.

Plaintiff, **JOSÉ A. BARROSO GARCÍA**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a

period of fifteen (15) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **JOSE A. BARROSO GARCÍA’S** benefits in the Plan are fully vested.

Plaintiff, **MADLINE E. RODRÍGUEZ SAINZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirteen (13) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **MADLINE E. RODRÍGUEZ SAINZ** benefits in the Plan are fully vested.

Plaintiff, **SONIA M. MEDINA OTERO**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty seven (27) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **SONIA M. MEDINA OTERO’S** benefits in the Plan are fully vested.

Plaintiff, **ROSALYN DONES CRUZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of fifteen (15) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **ROSALYN DONES CRUZ’** benefits in the Plan are fully vested.

Plaintiff, **JANET VALENTÍN RODRÍGUEZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twelve (12) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **JANET VALENTÍN RODRÍGUEZ’** benefits in the Plan are fully vested.

Plaintiff, **MARÍA L. NEGRON CANDELARIA**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirty (30) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **MARÍA L. NEGRON CANDELARIA** benefits in the Plan are fully vested.

Plaintiff, **SONIA I. PEREIRA MALAVÉ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirty five (35) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **SONIA I. PEREIRA MALAVÉ’S** benefits in the Plan are fully vested.

Plaintiff, **JOSÉ D. REYES NIEVES**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty one (21) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **JOSÉ D. REYES NIEVES’** benefits in the Plan are fully vested.

Plaintiff, **FELICIA DE LA ROSA BARROS**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty one (21) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **FELICIA DE LA ROSA BARROS’** benefits in the Plan are fully vested.

Plaintiff, **CARMEN SOL RAMOS RAMOS**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of seventeen (17) years. That period of service has been credited by Defendant Plan as

“continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **CARMEN SOL RAMOS RAMOS**’ benefits in the Plan are fully vested.

Plaintiff, **MARIA DEL CARMEN DE CORO RAMOS**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of fifty (50) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **MARIA DEL CARMEN DEL CORO RAMOS**’ benefits in the Plan are fully vested.

Plaintiff, **ASTRID PEREIRA MALAVÉ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of eighteen (18) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **ASTRID PEREIRA MALAVÉ’S** benefits in the Plan are fully vested.

Plaintiff, **LUZ E. CENTENO SOTO**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty (22) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **LUZ E. CENTENO SOTO’S** benefits in the Plan are fully vested.

Plaintiff, **ELIZABETH DÍAZ COLÓN**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty four (24) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **ELIZABETH DÍAZ COLÓN’S** benefits in the Plan are fully vested.

Plaintiff, **AWILDA AGOSTO FERRER**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty (20) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **AWILDA AGOSTO FERRER’S** benefits in the Plan are fully vested.

Plaintiff, **CARINA DE LA ROSA BARROS**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirty (30) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **CARINA DE LA ROSA BARROS’** benefits in the Plan are fully vested.

Plaintiff, **LOURDES MORALES ORTIZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty (20) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **LOURDES I. MORALES ORTIZ’** benefits in the Plan are fully vested.

Plaintiff, **FELIPE RALAT MANZANO**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twelve (12) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **FELIPE RALAT MANZANO’S** benefits in the Plan are fully vested.

Plaintiff, **VANESSA E. GÓMEZ CEPERO**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of eighteen (18) years. That period of service has been credited by Defendant Plan as

“continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **VANESSA GÓMEZ CEPERO’S** benefits in the Plan are fully vested.

Plaintiff, **EMELY ASTACIO RIVERA**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of nineteen (19) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **EMELY ASTACIO RIVERA’S** benefits in the Plan are fully vested.

Plaintiff, **CARLOS J. CALDERÓN DAZA**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty seven (27) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **CARLOS CALDERÓN DAZA’S** benefits in the Plan are fully vested.

Plaintiff, **NELVIN RODRÍGUEZ SÁNCHEZ’**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of ten (10) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, benefits in the Plan are fully vested.

Plaintiff, **SYLVIA PÉREZ OSORIO**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty (20) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **SYLVIA PÉREZ OSORIO** benefits in the Plan are fully vested.

Plaintiff, **ANA M. COLÓN NIEVES**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty eight (28) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **ANA M. COLÓN NIEVES**’ benefits in the Plan are fully vested.

Plaintiff, **ANA MARÍA RIVERA DÍAZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty (27) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **ANA MARÍA RIVERA DÍAZ**’ benefits in the Plan are fully vested.

Plaintiff, **ANNETTE APONTE MELÉNDEZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of sixteen (16) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **ANNETTE APONTE’S** benefits in the Plan are fully vested.

Plaintiff, **ARLENE VILÁ GALÁN** was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty (20) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **ARLENE VILÁ GALAN’S** benefits in the Plan are fully vested.

Plaintiff, **ARNSENIO RODRÍGUEZ DE JESÚS**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirty (34) years. That period of service has been credited by Defendant Plan as

“continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **ARNSENIO RODRÍGUEZ JESÚS**’ benefits in the Plan are fully vested.

Plaintiff, **AUDHA V. RAMÍREZ MARRERO**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty seven (27) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **AUDHA V. RAMÍREZ MARRERO’S** benefits in the Plan are fully vested.

Plaintiff, **CARMEN N. CINTRÓN VEGA’S**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirty two (32) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **CARMEN M. CINTRÓN VEGA’S** benefits in the Plan are fully vested

Plaintiff, **CARMEN I. CRUZ MELÉNDEZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of sixteen (16) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **CARMEN CRUZ MELÉNDEZ**’ benefits in the Plan are fully vested.

Plaintiff, **CARMEN R. TORRES ORTIZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirty (35) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **CARMEN R. TORRES ORTIZ**’ benefits in the Plan are fully vested.

Plaintiff, **DHARMA RAMÍREZ MARRERO**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty (26) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **DHARMA RAMÍREZ MARRERO’S** benefits in the Plan are fully vested.

Plaintiff, **GEYSA ARROYO NIEVES**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of ten (10) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **GEYSA ARROYO NIEVES’** benefits in the Plan are fully vested.

Plaintiff, **EFRAÍN RODRÍGUEZ DE JESÚS**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of nineteen (19) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **EFRAÍN RODRÍGUEZ DE JESÚS’** benefits in the Plan are fully vested.

Plaintiff, **EVANGELINA VALLÉS SIFRE**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty six (26) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **EVANGELINA VALLES’** benefits in the Plan are fully vested.

Plaintiff, **EVELYN DEL VALLE DÍAZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty eight (28) years. That period of service has been credited by Defendant Plan as

“continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **EVELYN DEL VALLE DÍAZ**’ benefits in the Plan are fully vested.

Plaintiff, **GLORIA BERMÚDEZ SMIGO**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of nineteen (19) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **GLORIA BERMÚDEZ SMIGO’S** benefits in the Plan are fully vested.

Plaintiff, **JOSÉ DIEGO RIVERA RAMOS**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirty two (32) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **JOSÉ DIEGO RIVERA RAMOS’** benefits in the Plan are fully vested.

Plaintiff, **JOYANNA OTERO TORRES**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of fourteen (14) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **JOYANNA OTERO TORRES**, benefits in the Plan are fully vested.

Plaintiff, **JUAN A. ARRIANA CARRERA**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirty (30) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **JUAN A. ARRIANA CARRERA’S** benefits in the Plan are fully vested.

Plaintiff, **KAREN GRIGG GUTIERREZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of nineteen (19) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **KAREN GRIGG GUTIERREZ**’ benefits in the Plan are fully vested.

Plaintiff, **LUZ E. SAN MIGUEL SÁNCHEZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty (20) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **LUZ E. SAN MIGUEL’S** benefits in the Plan are fully vested.

Plaintiff, **MAGDA CARDONA RODRÍGUEZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of sixteen (16) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **MAGDA CARDONA’S** benefits in the Plan are fully vested.

Plaintiff, **MARÍA I. CERRA CASTAÑER** , was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of eighteen (18) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **MARÍA I. CERRA CASTAÑER’S** benefits in the Plan are fully vested.

Plaintiff, **MARIELLA SANTIAGO SOLÁ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of seventeen (17) years. That period of service has been credited by Defendant Plan as

“continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **MARIELA SANTIAGO SOLÁ’S** benefits in the Plan are fully vested.

Plaintiff, **MARIELLA CERAME MALDONADO**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of eighteen (18) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **MARIELLA CERAME MALDONADO’S** benefits in the Plan are fully vested.

***Plaintiff, **MARTA BÁEZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty two (22) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **MARTA BÁEZ** benefits in the Plan are fully vested.

Plaintiff, **MARTA R. SANTIAGO COLÓN**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty (20) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **MARTA E. SANTIAGO COLÓN’S** benefits in the Plan are fully vested.

Plaintiff, **MELISSA CARRERA RIVERA**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of fourteen (14) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **MELISSA CARRERA RIVERA’S** benefits in the Plan are fully vested.

Plaintiff, **MERVIN R. LÓPEZ MATOS**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty (20) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **MERVIN R. LÓPEZ MATOS**’ benefits in the Plan are fully vested.

Plaintiff, **NANCY CRUZ CORDERO**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirty (30) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **NANCY CRUZ CORDERO**’S benefits in the Plan are fully vested.

Plaintiff, **NANCY PHARELL**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of fourteen (14) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **NANCY PHARELL**’S benefits in the Plan are fully vested.

Plaintiff, **OIRASOR DÍAZ ROSARIO**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty (24) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **OIRASOR DÍAZ ROSARIO**’S benefits in the Plan are fully vested.

Plaintiff, **PEDRO PINEDA GARCÍA**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty four (24) years. That period of service has been credited by Defendant Plan as

“continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **PEDRO PINEDA GARCÍA’S** benefits in the Plan are fully vested.

Plaintiff, **RAFAEL MARQUEZ ACOSTA**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of eighteen (18) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **RAFAEL MARQUEZ ACOSTA’S** benefits in the Plan are fully vested.

Plaintiff, **ROXANNA CASTAÑER MORALES**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty six (26) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **ROXANA CASTAÑER MORALES’** benefits in the Plan are fully vested.

Plaintiff, **SONIA LUGO VÁZQUEZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of sixteen (16) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **SONIA LUGO VÁZQUEZ’** benefits in the Plan are fully vested.

Plaintiff, **SONIA I. TORRES PÉREZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirty three (33) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **SONIA I. TORRES PÉREZ’** benefits in the Plan are fully vested.

Plaintiff, **TERESA TORRES ALFONZO**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirty (34) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **TERESA TORRES ALFONZO’S** benefits in the Plan are fully vested.

Plaintiff, **YANISSE CLEMENTE GONZÁLEZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of eleven (11) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **YANISSE CLEMENTE GONZÁLEZ’** benefits in the Plan are fully vested.

Plaintiff, **YASMINE CRUZ CAPÓ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of eighteen (18) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **YASMINE CRUZ CAPÓ’S** benefits in the Plan are fully vested.

Plaintiff, **ZOE MARIE BENÍTEZ CABAÑAS**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of eighteen (18) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **ZOE MARIE BENÍTEZ CABAÑAS’** benefits in the Plan are fully vested.

Plaintiff, **AIDA MARTÍNEZ DE PÉREZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirty (30) years. That period of service has been credited by Defendant Plan as

“continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **AIDA MARTÍ DE PÉREZ**’ benefits in the Plan are fully vested.

Plaintiff, **ANA M. QUIRINDONGO LUGO**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of sixteen (16) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **ANA M. QUIRINDONGO LUGO’S** benefits in the Plan are fully vested.

Plaintiff, **LILLIANA MARTÍNEZ ARZUAGA**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of fifteen (15) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **LILLIANA MARTÍNEZ ARZUAGA** benefits in the Plan are fully vested.

Plaintiff, **MAYRA MARTÍNEZ ARZUAGA**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirty (33) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **MAYRA MARTÍNEZ ARZUAGA’S** benefits in the Plan are fully vested.

Plaintiff, **MARTA R. CORREA ARMENTEROS**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty one (21) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **MAYRA MARTÍNEZ ARZUAGA’S** benefits in the Plan are fully vested.

Plaintiff, **ARLEENE RIVERA CALERO**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty (20) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **ARLEENE RIVERA CALERO’S** benefits in the Plan are fully vested.

Plaintiff, **JUDITH ALVIRA ORTIZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirty one (31) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, benefits in the Plan are fully vested.

Plaintiff, **EVELYN DÍAZ DE JESÚS**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirty six (36) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **EVELYN DÍAZ DE JESÚS’** benefits in the Plan are fully vested.

Plaintiff, **RICARDO DÍAZ RUÍZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty one (21) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **RICARDO DÍAZ RUÍZ’** benefits in the Plan are fully vested.

Plaintiff, **MARISOL QUIÑONES RAMOS**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty three (23) years. That period of service has been credited by Defendant Plan as

“continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **MARISOL QUIÑONES RAMOS**’ benefits in the Plan are fully vested.

Plaintiff, **CECILIA SEPÚLVEDA TORRES**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of fifteen (15) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, benefits in the Plan are fully vested.

Plaintiff, **NILSA MENÉNDEZ MELENDEZ**’, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty (20) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, benefits in the Plan are fully vested.

Plaintiff, **WILFREDO RAMOS SOUFFRONT**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty eight (28) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **WILFREDO RAMOS SOUFFRONT’S** benefits in the Plan are fully vested.

Plaintiff, **IVETTE BAJANDAS ROSADO**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty (20) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **IVETTE BAJANDAS ROSADO** benefits in the Plan are fully vested.

Plaintiff, **EGLA LAUREANO LASANTA**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty six (26) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, benefits in the Plan are fully vested.

Plaintiff, **MIGDALIA CHICO MORALES**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty three (23) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **MIGDALIA CHICO MORALES** benefits in the Plan are fully vested.

Plaintiff, **TERESITA VÁZQUEZ MURIEL**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirty seven (37) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **TERESITA VÁZQUEZ MURIEL’S** benefits in the Plan are fully vested.

Plaintiff, **ESAUD FELICIANO FERNÁNDEZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty six (26) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **ESAUD FELICIANO FERNÁNDEZ’** benefits in the Plan are fully vested.

Plaintiff, **MARISOL DE LEÓN VARGAS**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of eighteen (18) years. That period of service has been credited by Defendant Plan as

“continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **MARISOL DE LEON’S** benefits in the Plan are fully vested.

Plaintiff, **PURA M. ALICEA BAERGA**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty five (25) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **PURA M. ALICEA BAERGA’S** benefits in the Plan are fully vested.

Plaintiff, **MARÍA DEL C. NOGUERAS LAUREANO**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of eighteen (18) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **MARÍA DEL C. NOGUERAS LAUREANO’S** benefits in the Plan are fully vested.

Plaintiff, **GLADYS RODRÍGUEZ GATA**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty (20) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **GLADYS RODRÍGUEZ GOTA’S** benefits in the Plan are fully vested.

Plaintiff, **JOSE L. MÁ S OTERO**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty (21) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **JOSÉ L. MÁ S OTERO’S** benefits in the Plan are fully vested.

Plaintiff, **WANDA AFANADOR BORRERO**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirty two (32) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **WANDA AFANADOR BORRERO’S** benefits in the Plan are fully vested.

Plaintiff, **MAUREEN COLLAZO RODRÍGUEZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twelve (12) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **MAUREEN COLLAZO RODRÍGUEZ’** benefits in the Plan are fully vested.

Plaintiff, **ORLANDO SANTOS ESPADA**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty five (25) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **ORLANDO SANTOS ESPADA’S** benefits in the Plan are fully vested.

Plaintiff, **JOZAIRAF ASAD SÁNCHEZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty (24) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **JOZAIRAF ASAD SÁNCHEZ’**, benefits in the Plan are fully vested.

Plaintiff, **JAN RIVERA RIVERA**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of sixteen (16) years. That period of service has been credited by Defendant Plan as “continuous

service” under the Plan. In consequence of that period of continuous service, Plaintiff, **JAN RIVERA RIVERA’S** benefits in the Plan are fully vested

Plaintiff, **IVETTE BAJANDAS ROSADO**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty (20) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **IVETTE BAJANDAS ROSADO’S** benefits in the Plan are fully vested.

Plaintiff, **JOANNE ROSARIO HOKE**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty six (26) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **JOANNE ROSARIO HOKE’S** benefits in the Plan are fully vested.

Plaintiff, **KATHY RIVERA QUIÑONES**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of eleven (11) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **KATHY RIVERA QUIÑONES’** benefits in the Plan are fully vested.

Plaintiff, **ANABEL TORREGROSA QUIRÓS**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twelve (12) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **ANABEL TORREGROSA QUIRÓS’** benefits in the Plan are fully vested.

Plaintiff, **ABIGAIL DELBERY GUZMÁN**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty one (21) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **ABIGAIL DELBERY GUZMÁN’S** benefits in the Plan are fully vested.

Plaintiff, **SANTA I. GARCÍA MALAVÉ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirty two (32) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **SANTA I. GARCÍA MALAVÉ’S** benefits in the Plan are fully vested.

Plaintiff, **MYRNA I. RAMOS DE SANTIAGO**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty four (24) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **MYRNA I. RAMOS DE SANTIAGO’S** benefits in the Plan are fully vested.

Plaintiff, **MILAGROS RIVERA MERCADO**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty (20) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **MILAGROS RIVERA MERCADO’S** benefits in the Plan are fully vested.

Plaintiff, **ANNIE RIVERA CASELLAS**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of forty three (43) years. That period of service has been credited by Defendant Plan as

“continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **ANNIE RIVERA CASELLAS**’ benefits in the Plan are fully vested.

Plaintiff, **GLORINÉS PEÑA MORENO**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty two (22) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **GLORINÉS PEÑA MORENO’S** benefits in the Plan are fully vested.

Plaintiff, **CYNTHIA PUJALS KEISER**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of eighteen (18) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **CYNTHIA PUJALS KEISER’S** benefits in the Plan are fully vested.

Plaintiff, **EMMA MONSANTO TAVARES**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of fourteen (14) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **EMMA MONSANTO TAVARES’** benefits in the Plan are fully vested.

Plaintiff, **JOSÉ A. CARABALLO**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of eighteen (18) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **JOSÉ CARABALLO’S** benefits in the Plan are fully vested.

Plaintiff, **BERNADETTE GUTSTADT** was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twelve (12) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **BERNADETTE GUTSTADT’S** benefits in the Plan are fully vested.

Plaintiff, **GUALBERTO VÁZQUEZ LÓPEZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty (25) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **GUALBERTO VÁZQUEZ LÓPEZ’** benefits in the Plan are fully vested.

Plaintiff, **MAYRIM PÉREZ VÁZQUEZ’**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twelve (12) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **MAYRIM PÉREZ VÁZQUEZ’** benefits in the Plan are fully vested.

Plaintiff, **RAQUEL CRUZ LÓPEZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty (20) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **RAQUEL CRUZ LÓPEZ’** benefits in the Plan are fully vested.

Plaintiff, **ISA DAMARIS CRUZ LÓPEZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of seventeen (17) years. That period of service has been credited by Defendant Plan as

“continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **ISA DAMARIS CRUZ LÓPEZ**’ benefits in the Plan are fully vested.

Plaintiff, **LUIS MARTINEZ COLÓN**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirty eight (38) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **LUIS MARTINEZ COLÓN’S** benefits in the Plan are fully vested.

Plaintiff, **JOSÉ E. MIELES MONGE**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of fourteen (14) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **JOSÉ E. MIELES MONGE’S** benefits in the Plan are fully vested.

Plaintiff, **FELICIANO FRANCISCO MARTÍNEZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty four (24) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **FELICIANO FRANCISCO MARTÍNEZ**’ benefits in the Plan are fully vested.

Plaintiff, **MARLENE FELIÚ GONZÁLEZ**’, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty eight (28) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, benefits in the Plan are fully vested.

Plaintiff, **JUAN C. VELÁZQUEZ FIGUEROA**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty eight (28) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **JUAN C. VELÁZQUEZ FIGUEROA’S** benefits in the Plan are fully vested.

Plaintiff, **OLGA CARDONA RÍOS**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirteen (13) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **OLGA CARDONA RÍOS’** benefits in the Plan are fully vested.

Plaintiff, **JO ANN ATKINSON RIVERA**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty eight (28) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **JO ANN ATKINSON RIVERA’S** benefits in the Plan are fully vested.

Plaintiff, **LEILA VILLAMIL FUENTES**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of eleven (11) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **LEILA VILLAMIL FUENTES’** benefits in the Plan are fully vested.

Plaintiff, **MARIA DEL C. NOGUERAS LAUREANO**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of eighteen (18) years. That period of service has been credited by

Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **MARÍA DEL C. NOGUERAS LAUREANO’S** benefits in the Plan are fully vested

Plaintiff, **MAGDA GONZÁLEZ GUZMÁN**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of sixteen (16) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **MAGDA GONZÁLEZ GUZMÁN’S** benefits in the Plan are fully vested.

Plaintiff, **KATHY RIVERA QUIÑONES**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of eleven (11) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **KATHY RIVERA QUIÑONES’** benefits in the Plan are fully vested.

Plaintiff, **AIDA BUSTELLO ISERN**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty three (23) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **AIDA BUSTELLO ISERN’S** benefits in the Plan are fully vested.

Plaintiff, **BRENDA BERMÚDEZ PLAZA**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty two (22) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **BRENDA BERMÚDEZ PLAZA’S** benefits in the Plan are fully vested.

Plaintiff, **LUZ N. VELAZQUEZ VIÑAS**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirty (30) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **LUZ N. VELAZQUEZ VIÑAS**’ benefits in the Plan are fully vested.

Plaintiff, **BLANCA H. RÍOS OCASIO**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of seventeen (17) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **BLANCA H. RÍOS OCASIO** account in the Plan is fully vested.

Plaintiff, **LOURDES I. CIVIDANES RODRÍGUEZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of eleven (11) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **LOURDES I. CIVIDANES RODRÍGUEZ**’ benefits in the Plan are fully vested.

Plaintiff, **ADA M. DELGADO IMBERT**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of forty three (43) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **ADA M. DELGADO IMBERT**’S benefits in the Plan are fully vested.

Plaintiff, **ÁNGEL M. PÉREZ NAVARRO**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a

period of twelve (12) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **ÁNGEL M. PÉREZ NAVARRO’S** benefits in the Plan are fully vested.

Plaintiff, **CARMEN M. TEJADA ROJAS**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of seventeen (17) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **CARMEN M. TEJADA ROJAS’** benefits in the Plan are fully vested.

Plaintiff, **DAISY LEIVA MOYA**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of ten (10) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **CARMEN M. TEJADA ROJAS’** benefits in the Plan are fully vested.

Plaintiff, **EVELYN JORGE GÓMEZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirty one (31) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **EVELYN JORGE GÓMEZ’** benefits in the Plan are fully vested.

Plaintiff, **EVELYN VÉLEZ PÉREZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty (21) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **EVELYN VÉLEZ PÉREZ’** benefits in the Plan are fully vested.

Plaintiff, **IRAIDA PAGÁN BRIGNONI**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirty (30) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **IRAIDA PAGÁN BRIGNONI’S** benefits in the Plan are fully vested.

Plaintiff, **JACKELINE MALDONADO QUINTANA**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty two (22) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **JACKELINE MALDONADO QUINTANA’S** benefits in the Plan are fully vested.

Plaintiff, **JANICE ARROYO FIGUEROA**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of fourteen (14) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **JANICE ARROYO FIGUEROA’S** benefits in the Plan are fully vested.

Plaintiff, **LOURDES ALEMÁN DEL TORO**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of nineteen (19) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **LOURDES ALEMÁN DEL TORO’S** benefits in the Plan are fully vested.

Plaintiff, **MARÍA DEL C. JIMÉNEZ CASTRO**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico

for a period of twenty five (25) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **MARÍA DEL C. JIMÉNEZ CASTRO’S** benefits in the Plan are fully vested.

Plaintiff, **MARIA E. FAJARDO BLANCO**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of nineteen (19) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **MARIA E. FAJARDO BLANCO’S** benefits in the Plan are fully vested.

Plaintiff, **MARÍA V. CUELLO HERRERA**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirty six (36) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **MARÍA V. CUELLO HERRERA’S** benefits in the Plan are fully vested.

Plaintiff, **MARIA E. BETANCOURT**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of sixteen (16) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **MARIA E. BETANCOURT’S** benefits in the Plan are fully vested.

Plaintiff, **MARIE FRANCE GERALD**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty five (25) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **MARIE FRANCE HELARD DE SALIB’S** benefits in the Plan are fully vested.

Plaintiff, **MARIBEL PÉREZ MOYA**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of fourteen (14) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **MARIBEL PÉREZ MOYA’S** benefits in the Plan are fully vested.

Plaintiff, **MARY C. APONTE SOSA**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of eighteen (18) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **MARY C. APONTE SOSA’S** benefits in the Plan are fully vested.

Plaintiff, **MERCEDES AZIZE RAMÍREZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirty five (35) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **MERCEDES AZIZE RAMÍREZ’** benefits in the Plan are fully vested.

Plaintiff, **MIGDALIA NEGRÓN SERRANO**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty nine (29) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **MIGDALIA NEGRÓN SERRANO’S** benefits in the Plan are fully vested.

Plaintiff, **MIGDALIA ALONSO VÉLEZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirty three (33) years. That period of service has been credited by Defendant Plan as

“continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **MIGDALIA ALONSO VÉLEZ**’ benefits in the Plan are fully vested.

Plaintiff, **MYRIAM Y. MOLANO SANTIAGO**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty one (21) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **MYRIAM Y. MOLANO SANTIAGO** benefits in the Plan are fully vested.

Plaintiff, **NANCY SOTO SILVA**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty one (21) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **NANCY SOTO SILVA’S** benefits in the Plan are fully vested.

Plaintiff, **NERY MOYA BENÍTEZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of fifteen (15) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **NERY MOYA BENÍTEZ**’ benefits in the Plan are fully vested.

Plaintiff, **SILVIA PLANAS**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty (20) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **SILVIA PLANAS**’ benefits in the Plan are fully vested.

Plaintiff, **SONIA PÉREZ HERNÁNDEZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirty eight (38) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **SONIA PÉREZ HERNÁNDEZ**’ benefits in the Plan are fully vested.

Plaintiff, **VANESSA GARCÍA LARA**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty (20) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **VANESSA GARCÍA LARA**’S benefits in the Plan are fully vested.

Plaintiff, **VÍCTOR LÓPEZ ORTIZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of forty three (43) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service Plaintiff, **VÍCTOR LÓPEZ ORTIZ**’ benefits in the Plan are fully vested.

Plaintiff, **CARMEN H. CASTRO MARTÍNEZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirteen (13) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **CARMEN H. CASTRO MARTÍNEZ**’ benefits in the Plan are fully vested.

Plaintiff, **DAVID SOSA LÓPEZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of fifty two (52) years. That period of service has been credited by Defendant Plan as “continuous

service” under the Plan. In consequence of that period of continuous service, Plaintiff, **DAVID SOSA LÓPEZ**’ benefits in the Plan are fully vested.

Plaintiff, **OFELIA BADÍA**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty (20) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **OFELIA BADÍA’S** benefits in the Plan are fully vested.

Plaintiff, **CARMEN E. VÁZQUEZ TORRES**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty eight (28) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **CARMEN E. VÁZQUEZ TORRES**’ benefits in the Plan are fully vested.

Plaintiff, **MARIA DE LA ROSA LOZANO RODRÍGUEZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of forty five (45) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **MARIA DE LA ROSA LOZANO RODRÍGUEZ**’ benefits in the Plan are fully vested.

Plaintiff, **GUILLERMINA CRUZ FRANCO**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of fifty (50) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **GUILLERMINA CRUZ FRANCO’S** benefits in the Plan are fully vested.

Plaintiff, **CARMEN N. SANTALIZ VELAZQUEZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty (28) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **CARMEN N. SANTALIZ VELAZQUEZ**’ benefits in the plan are fully vested.

Plaintiff, **REINA ISERN ORTIZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty one (21) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **REINA ISERN ORTIZ**’ benefits in the Plan are fully vested.

Plaintiff, **NYDIA I. FAURA COLMENARES**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirty eight (38) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **REINA ISERN ORTIZ**’ benefits in the Plan are fully vested.

Plaintiff, **MARITZA NIEVES LÓPEZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty four (24) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **MARITZA NIEVES LÓPEZ**’ benefits in the Plan are fully vested.

Plaintiff, **MIRIAM VILLAFANE TORRES**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a

period of thirty (38) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **MIRIAM VILLAFANE TORRES**’ benefits in the Plan are fully vested.

Plaintiff, **MIGDALIA CABALLERO RIVERA**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirty two (32) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **MARITZA NIEVES LÓPEZ**’ benefits in the Plan are fully vested.

Plaintiff, **JULIA CLARA RODRÍGUEZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of forty (40) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **JULIA CLARA RODRÍGUEZ**’ benefits in the Plan are fully vested.

Plaintiff, **CARMEN RODRÍGUEZ CARTAGENA**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirty nine (39) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **CARMEN RODRÍGUEZ CARTAGENA’S** benefits in the Plan are fully vested.

Plaintiff, **ROSE FORTIER**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty (20) years. That period of service has been credited by Defendant Plan as “continuous service”

under the Plan. In consequence of that period of continuous service, Plaintiff, **ROSE FORTIER'S** benefits in the Plan are fully vested.

Plaintiff, **MILAGROS SEÑERIZ MANRIQUE**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty five (25) years. That period of service has been credited by Defendant Plan as "continuous service" under the Plan. In consequence of that period of continuous service, Plaintiff, **MILAGROS SEÑERIZ MANRIQUE'S** benefits in the Plan are fully vested.

Plaintiff, **GEMA L. ALBIÑANA RODRÍGUEZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty one (21) years. That period of service has been credited by Defendant Plan as "continuous service" under the Plan. In consequence of that period of continuous service, Plaintiff, **GEMA L. ALBIÑANA RODRÍGUEZ'** benefits in the Plan are fully vested.

Plaintiff, **NATIVIDAD SANTIAGO**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty seven (27) years. That period of service has been credited by Defendant Plan as "continuous service" under the Plan. In consequence of that period of continuous service, Plaintiff, **NATIVIDAD SANTIAGO'S** benefits in the Plan are fully vested.

Plaintiff, **CARMEN I. RODRÍGUEZ DÍAZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twelve (12) years. That period of service has been credited by Defendant Plan as "continuous service" under the Plan. In consequence of that period of continuous service, Plaintiff, **CARMEN I. RODRÍGUEZ DÍAZ'** benefits in the Plan are fully vested.

Plaintiff, **MARÍA J. PIEDRA ZALDIBA**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirty seven (37) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **MARÍA J. PIEDRA ZALDIBA’S** benefits in the Plan are fully vested.

Plaintiff, **JULIO ALICEA COLÓN**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirty (30) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **JULIO ALICEA COLÓN’S** benefits in the Plan are fully vested.

Plaintiff, **LOURDES S. ROMAN GARCÍA**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty six (26) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **LOURDES S. ROMAN GARCÍA** benefits in the Plan are fully vested.

Plaintiff, **CARMEN M. MARTÍNEZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty (20) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **CARMEN M. MARTÍNEZ’** benefits in the Plan are fully vested.

Plaintiff, **OLGA D. RIVERA PÉREZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty three (23) years. That period of service has been credited by Defendant Plan as

“continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **OLGA D. RIVERA PÉREZ**’ benefits in the Plan are fully vested.

Plaintiff, **FELICIA IRALDO**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirty four (34) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **FELICIA IRALDO’S** benefits in the Plan are fully vested.

Plaintiff, **IRIS V. ORTIZ LÓPEZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirty four (34) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **IRIS V. ORTIZ LÓPEZ**’ benefits in the Plan are fully vested.

Plaintiff, **CARMEN ESTRADA**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of eighteen (18) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **CARMEN ESTRADA’S** benefits in the Plan are fully vested.

Plaintiff, **MYREDI PÉREZ MORA**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirty (30) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **MYREDI PÉREZ MORA’S** benefits in the Plan are fully vested.

Plaintiff, **IRMA REYES DE JESUS**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirty two (32) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **IRMA REYES DE JESUS**’ benefits in the Plan are fully vested.

Plaintiff, **OLGA I. RIVERA MONTAÑEZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of forty eight (48) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **OLGA I. RIVERA ORTIZ**’ benefits in the Plan are fully vested

Plaintiff, **JOSEFINA VELÁZQUEZ CRUZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of forty (40) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **JOSEFINA VELÁZQUEZ CRUZ**’ benefits in the Plan are fully vested.

Plaintiff, **AIDA I. MARTÍNEZ MARQUEZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of fifteen (15) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **AIDA I. MARTÍNEZ MARQUEZ**’ benefits in the Plan are fully vested.

Plaintiff, **MIGDALIA GONZÁLEZ VÁZQUEZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of fifteen (15) years. That period of service has been credited by Defendant Plan as

“continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **MIGDALIA GONZÁLEZ VÁZQUEZ**’ benefits in the Plan are fully vested.

Plaintiff, **YARITZA TURKOVICH ALICEA** was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of eleven (11) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **YARITZA TURKOVICH ALICEA’S** benefits in the Plan are fully vested.

Plaintiff, **ROSA MORALES DE O’NEILL**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirty two (32) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **ROSA MORALES DE O’NEILL’S** benefits in the Plan are fully vested.

Plaintiff, **AGMA M. MÉNDEZ ORTIZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty five (25) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **AGMA M. MÉNDEZ ORTIZ**’ benefits in the Plan are fully vested.

Plaintiff, **SARAH MOYANO COLÓN**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of forty four (44) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **SARAH MOYANO COLÓN’S** benefits in the Plan are fully vested.

Plaintiff, **LUZ M. DÁVILA ALICEA**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty one (21) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **LUZ M. DÁVILA ALICEA’S** benefits in the Plan are fully vested.

Plaintiff, **DORA E. VÁZQUEZ GARCÍA**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirty six (36) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **DORA E. VÁZQUEZ GARCÍA’S** benefits in the Plan are fully vested.

Plaintiff, **CARMEN T. MORALES MONTES BURGOS**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty eight (28) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, twenty eight (28) years benefits in the Plan are fully vested.

Plaintiff, **SYLVIA FERRER CAUNEDO**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirty eight (38) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **SYLVIA FERRER CAUNEDO’S** benefits in the Plan are fully vested.

Plaintiff, **ARLENE GARCÍA RODRÍGUEZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirty (30) years. That period of service has been credited by Defendant Plan as

“continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **ARLENE GARCÍA RODRÍGUEZ**’ benefits in the Plan are fully vested.

Plaintiff, **CARMEN A. BERRIOS RODRÍGUEZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty two (22) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **CARMEN A. BERRIOS RODRÍGUEZ** benefits in the Plan are fully vested.

Plaintiff, **GILBERTO GARCÍA SANTIAGO**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirty six (36) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **GILBERTO GARCÍA SANTIAGO’S** benefits in the Plan are fully vested.

Plaintiff, **ALFREDO GAVÍ DOMINGO**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty three (23) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **ALFREDO GAVÍ DOMINGO’S** benefits in the Plan are fully vested.

Plaintiff, **NORMA PACHECO MORALES**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty three (23) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **NORMA PACHECO MORALES** benefits in the Plan are fully vested.

Plaintiff, **ILEANA B. CRUZ FRANQUI**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty one (21) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **ILEANA B. CRUZ FRANQUI’S** benefits in the Plan are fully vested.

Plaintiff, **DULCE M. MARTÍNEZ ORTIZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty four (24) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **DULCE M. MARTÍNEZ ORTIZ’** benefits in the Plan are fully vested.

Plaintiff, **DIANA E. MORENO RIVERA**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirty two (32) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **DIANA E. MORENO RIVERA’S** benefits in the Plan are fully vested.

Plaintiff, **JEANNETTE ZAYAS ÁLVAREZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty four (24) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **JEANNETTE ZAYAS ÁLVAREZ’** benefits in the Plan are fully vested

Plaintiff, **ANA I. CARRERAS ROSARIO**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty nine (29) years. That period of service has been credited by Defendant Plan as

“continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **ANA I, CARRERAS ROSARIO’S** benefits in the Plan are fully vested.

Plaintiff, **DAISY HERNÁNDEZ GRACIA**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirty five (35) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **DAISY HERNÁNDEZ GRACIA’S** benefits in the Plan are fully vested.

Plaintiff, **CARMEN Z. TORRES GARCÍA**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty five (25) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **CARMEN Z. TORRES GARCÍA’S** benefits in the Plan are fully vested.

Plaintiff, **ZAIDA L. ÁLVAREZ MERCADO**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirty five (35) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **ZAIDA L. ÁLVAREZ MERCADO’S** benefits in the Plan are fully vested.

Plaintiff, **JUDITH FELICIE RIVERA**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty five (25) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **JUDITH FELICIE RIVERA’S** benefits in the Plan are fully vested.

Plaintiff, **BLANCA ROSA CÓRDOVA CALDERÓN**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of thirty three (33) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **BLANCA ROSA CÓRDOVA CALDERÓN’S** benefits in the Plan are fully vested.

Plaintiff, **ANDRÉS SANTIAGO RIVAS**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty one (21) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **ANDRÉS SANTIAGO RIVAS’** benefits in the Plan are fully vested.

Plaintiff, **ANTONIO J. VIDAL PIZÁ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty three (23) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **ANTONIO J. VIDAL PIZÁ’S** benefits in the Plan are fully vested.

Plaintiff, **HIDELISA CRESPO DÍAZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of forty (40) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **HIDELISA CRESPO DÍAZ’** benefits in the Plan are fully vested.

Plaintiff, **MARÍA TERESA LARRIEU DE VIDAL**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of

Puerto Rico for a period of twenty (23) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **MARÍA TERESA LARRIEU DE VIDAL’S** benefits in the Plan are fully vested.

Plaintiff, **EMILIA DEL CARMEN VEVE**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of seventeen (17) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **EMILIA DEL CARMEN VEVE’S** benefits in the Plan are fully vested.

Plaintiff, **LOURDES VEVE MUÑIZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twenty eight (28) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **LOURDES VEVE MUÑIZ’** benefits in the Plan are fully vested.

Plaintiff, **GLADYS ORTIZ TORRES**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of seventeen (17) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **GLADYS ORTIZ TORRES’** benefits in the Plan are fully vested.

Plaintiff, **JOSÉ A. RODRÍGUEZ SANTIAGO**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of sixteen (16) years. That period of service has been credited by Defendant Plan as

“continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **JOSÉ A. RODRÍGUEZ SANTIAGO**’S benefits in the Plan are fully vested.

Plaintiff, **DAVID SOSA LÓPEZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of fifty two (52) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **DAVID SOSA LÓPEZ**’ benefits in the Plan are fully vested.

Plaintiff, **MAYRA S. MÁRTIR LÓPEZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of nineteen (19) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **MAYRA S. MÁRTIR LÓPEZ**’ benefits in the Plan are fully vested.

Plaintiff, **SANDRA M. HERNÁNDEZ GONZÁLEZ**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of seventeen (17) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **SANDRA M. HERNÁNDEZ GONZÁLEZ**’ benefits in the Plan are fully vested.

Plaintiff, **MARÍA VICTORIA COLÓN**, was employed as a full time employee for one or more of the participating employers of the Plan in the Commonwealth of Puerto Rico for a period of twelve (12) years. That period of service has been credited by Defendant Plan as “continuous service” under the Plan. In consequence of that period of continuous service, Plaintiff, **MARÍA VICTORIA COLÓN**’S benefits in the Plan are fully vested.

51. Plaintiffs fully vested and non-forfeitable benefits in the plan amount to a sum conservatively estimated in not less than **FIFTY MILLION DOLLARS (\$50,000,000.00)**.

52. On May 1, 2016, the subscribing attorney, on behalf of several plaintiffs, served a letter (dated April 28, 2016) to the defendant sponsor and/or settlor of the plan, the Superintendence of Catholic Schools of the Archdioceses of San Juan, through which they delineated most of the violations mentioned herein and requested several documents to the sponsor or settlor of the plan. Said letter provided, in its pertinent part, the following:

“The teachers and employees that I represent understand that they are entitled to examine **past actuarial studies, the audited financial statements and the actuarial report upon which the administrators and fiduciaries of the plan relied** when they decided to terminate the plan. They are also entitled to examine copies of the **investments’ portfolios and investments’ account statements** made and received by the administrators and fiduciaries of the plan. See ERISA § 101(k), 29 U.S.C. § 1021, and 29 CFR § 2520.101-6.

In fact, ERISA specifically grants a plan beneficiary/participant the right to require the plan administrator to provide certain specified documents by making a written request. This right is granted by 29 U.S.C. 1024(b)(4) which provides as follows:

The administrator shall, upon written request of any participant or beneficiary, furnish a **copy of the latest updated summary, plan description, and the latest annual report, any terminal report,...trust agreement, contract, or other instruments under which the plan is established or operated.**

A plan administrator’s failure to provide this information within 30 days results in a cause of action in favor of the beneficiary/participant against the administrator for the recovery of a penalty of up to \$110 per day for each day of noncompliance. 29 U.S.C. 1132(c)(1)(B).”

According to my clients, the administrators of the plan have refused to produce the aforementioned documents. In addition to this, the plan’s administrators and trustees failed to send to most of them notices of termination of the plan, nor the fiduciaries have explained to them how they intend to distribute the plan’s assets among their participants and beneficiaries.

Thus, through this letter my clients are making a formal written request to your client to produce copies not only of all the aforementioned financial and actuarial documents but also copies of the Deed of Trust, of any amendment to the deed, of the plan and all its amendments, within the next thirty (30) days. Failure to do so will prompt the filing of a complaint before the Federal Court for the District of Puerto Rico and imposition of fines against the settlor (sponsor) of the plan.

See Exhibit 1.

The letter also invited the Superintendence to refer the letter to its lawyers and invited them to meet the undersigned to seek a solution to the impasse between the parties. That portion of the letter read as follows:

In order to prevent a long and costly litigation, my clients would like to explore with the Superintendence's attorney the possibility of reaching a mutual agreement to save the pension plan and/or a settlement that secure to them their accrued and vested benefits under the plan. Thus, I would like to hold a meeting with this attorney to discuss these alternatives and the contents of this letter in further detail. Please refer this letter to him so that he can contact me [at] his or her earliest convenience to schedule the proposed meeting. (Typographical error omitted)

See Exhibit 1.

53. The defendant sponsor and/or settlor of the plan and its fiduciaries and administrators failed to produce the requested documents, to wit:

- a. past actuarial studies of the plan
- b. the audited financial statements of the plan
- c. actuarial report upon which the administrators and fiduciaries of the plan relied when they decided to terminate the plan.
- d. investment portfolios of the plan
- e. investments' account statements

See ERISA § 101(k), 29 U.S.C. § 1021, and 29 CFR § 2520.101-6.

They also failed to produce the following documents:

- f. copy of the latest updated summary
- g. plan description
- h. latest annual report,
- i. any terminal report
- j. trust agreement

- k. contract
- l. other instruments under which the plan is established or operated.

A. Count One (Request for Preliminary and Permanent Injunctive Relief and Temporary Restraining Order)

54. Defendants, settlor and sponsor, the fiduciaries and administrators of the plan utterly failed to comply with the provisions of the plan and E.R.I.S.A., regarding the distribution of the plan's remaining assets. See 29 U.S.C. §1021. *American Flint Glass Workers Union, AFL-CIO v. Beaumont Glass Co.*, 62 F.3d 62 F.3d 574, 579 (3rd Cir. 1995) (“once a termination decision is reached, ERISA’s fiduciary duties control the termination procedures.”).

See paragraphs 45-53 of the instant complaint, which are incorporated herein.

As indicated before, at present time the participants and beneficiaries of the plan ignore how the remaining assets in the pension fund are going to be distributed among its participants and beneficiaries. What is worse, defendant settlor and/or sponsor of the plan, the fiduciaries and administrators of the plan intend to ignore the vested rights and non-forfeitable benefits to which they are entitled to as part of the distribution of assets. Plaintiffs seek preliminary injunctive relief and a temporary restraining order to prevent such distribution of assets of the plan, until this Honorable Court enters judgment in the instant case.

ERISA Section 409 provides that “[a]ny person who is a fiduciary with respect to a plan who breaches any of the responsibilities, obligations, or duties imposed upon fiduciaries ... shall be subject to such other equitable or remedial relief as the court may deem appropriate, including removal of such fiduciary.” 29 U.S.C. § 1109(a). By its terms, section 409 applies only to fiduciaries. ERISA Section 502(a)(3), however, authorizes suits “to obtain other appropriate equitable relief” to redress violations of the statute. 29 U.S.C. § 1132(a)(3). As noted above, it is

pursuant to Section 502(a)(3) that equitable relief can be obtained against non-fiduciaries who participate in either breaches of fiduciary duty or prohibited transactions. See *supra* Part II.B; Nieto, 845 F.2d at 873–74.

“Where there has been a breach of fiduciary duty, ERISA grants to the courts broad authority to fashion remedies for redressing the interests of participants and beneficiaries.” *Donovan v. Mazzola*, 716 F.2d 1226, 1235 (9th Cir.1983); see also *Delgrosso v. Spang & Co.*, 769 F.2d 928, 937 (3d Cir.1985)(“A federal court enforcing fiduciary obligations under ERISA is thus given broad equitable powers to implement its remedial decrees.”).

The Second Circuit has held that “removal of pension fund trustees and the appointment of a person to serve in their stead is appropriate under the statute when they have engaged in ‘repeated or substantial violation [s] of [their] responsibilities.’ ” *Katsaros v. Cody*, 744 F.2d 270, 279, 281 (2d Cir.1984) (quoting *Marshall v. Snyder*, 572 F.2d 894, 901 (2d Cir.1978)). Other appropriate relief includes permanent injunctive relief prohibiting defendants from serving as fiduciaries or service providers to any ERISA plan, see *Beck v. Levering*, 947 F.2d 639, 641–42 (2d Cir.1991); *Reich v. Lancaster*, 55 F.3d 1034, 1054 (5th Cir.1995), and the appointment of a receiver or investment manager pending appointment or election of new trustees. *Donovan v. Bierwirth*, 754 F.2d 1049, 1056 (2d Cir.1985); *Donovan v. Bryans*, 566 F.Supp. 1258, 1264 (E.D.Pa.1983). See also, *Liss v. Smith*, 991 F.Supp. 278, 312 (S.D.N.Y. 2002)

Finally, injunctive relief is appropriate where the trustees’ conduct has violated the prudence standards of Section 404, even if no losses have been established. *Id.*

If the [plaintiffs] can prove to a court that certain trustees have acted imprudently, even if there is no monetary loss as a result of the imprudence, then the interests of ERISA are furthered by entering appropriate injunctive relief such as removing the offending trustees from their

positions.... In determining the appropriate injunctive relief, it is irrelevant that the honest but imprudent actions of the trustees resulted in no loss to the fund. Honest but imprudent trustees can dissipate the assets of a fund with speed comparable to dishonest trustees. In either case, imprudent trustees undermine the purpose of ERISA which is to insure that the assets of a fund will be there when the beneficiaries need them. *Brock v. Robbins*, 830 F.2d 640, 647 (7th Cir.1987). See *id.*

This Honorable Court must weight four factors in determining whether a preliminary injunction should be granted:

(1) the likelihood of success on the merits; (2) the potential for irreparable harm [to the movant] if the injunction is denied; (3) the balance of relevant impositions, i.e., the hardship to the nonmovant if enjoined as contrasted with the hardship to the movant if no injunction issues; and (4) the effect (if any) of the court's ruling on the public interest. *Black Tea Soc'y v. City of Boston*, 378 F.3d 8, 11 (1st Cir. 2004), (internal quotation marks omitted).

The party seeking the preliminary injunction bears the burden of establishing that these four factors weigh in its favor. *Nieves-Márquez v. Puerto Rico*, 353 F.3d 108, 120 (1st Cir. 2003).

An almost identical standard applies to a temporary restraining order. Rule 65(b) of the Federal Rules of Civil Procedure addresses the subject of temporary restraining orders and provides in relevant part as follows:

A temporary restraining order may be granted without written or oral notice to the adverse party or that party's attorney only if (1) it clearly appears from specific facts shown by affidavit or by the verified complaint that immediate and irreparable injury, loss, or damage will result to the applicant before the adverse party or that party's attorney can be heard in opposition, and (2) the applicant's attorney certifies to the court in writing the efforts, if any, which have been made to give the notice and the reasons supporting the claim that notice should not be required.

It is well-established under federal law that a temporary restraining order is an emergency remedy which should only be issued in exceptional circumstances. The United States Supreme Court has recognized that a temporary restraining order is an "extraordinary and drastic remedy, one that should not be granted unless the movant, by a clear showing, carries the burden of persuasion." *Mazurek v. Armstrong*, 520 U.S. 968, 117 S.Ct. 1865, 138 L.Ed.2d 162 (1997); *West*

v. Derby Unified School Dist. No. 260, 23 F.Supp.2d 1220, 1221 (D.Kan.1998). It is only on rare occasions that an ex parte temporary restraining order is proper and then such “orders should be limited to preserving the status quo only for so long as is necessary to hold a hearing.” *First Technology Safety Systems, Inc. v. Depinet*, 11 F.3d 641, 650 (6th Cir.1993) (citing *Granny Goose Foods, Inc. v. Brotherhood of Teamsters and Auto Truck Drivers Local No. 70 of Alameda County*, 415 U.S. 423, 439, 94 S.Ct. 1113, 39 L.Ed.2d 435 (1974)). Under Rule 65(b) of the Federal Rules of Civil Procedure, a temporary restraining order may only be granted if it clearly appears from specific facts shown in affidavit(s) or by a verified complaint that “immediate and irreparable injury, loss, or damage will result.”

55. Plaintiffs likelihood of success on the merits is evident. As indicated before, if plaintiffs are able to prove that defendant sponsor of the plan, the fiduciaries and administrators ignored the provisions of E.R.I.S.A. and of the plan itself when they decided to terminate the pension plan and proposed an unclear distribution of assets, such distribution must be stalled to prevent an irreparable harm to plaintiffs. If defendants illegally distribute the remaining assets of the plan, it would then be almost impossible to recover those assets and bring them back to the pension fund for their proper distribution, causing an irreversible loss to the fund, the plaintiffs and other plan participants and beneficiaries.

On the other hand, the defendants would suffer no hardship if this Honorable Court issues the requested preliminary injunction. They would simply have to delay the distribution of assets of the fund until the case is resolved. If this Honorable Court enters a temporary restraining order and grants the preliminary injunctive relief herein requested the public interest would be served.

The entry of a temporary restraining order and injunction in this case would serve the public interest. The purpose of ERISA is to “promote the interests of employees and their beneficiaries

in employment benefit plans.” See *Shaw v. Delta Air Lines*, 463 U.S. 85, 90 (1983). The interests of a beneficiary such as plaintiffs is to maintain the the accrued, unforfeitable benefits afforded to them under the subject plan, protected by ERISA. Plaintiffs’ interests, in other words, are synonymous to the public interest. Moreover, the requested temporary restraining order and preliminary injunctive relief would also protect the interests of other plan participants and beneficiaries who are not parties to this lawsuit. That purpose will therefore be served by an injunction.

Furthermore, defendants also seek permanent injunctive relief prohibiting all defendants from serving as fiduciaries or service providers to the plan and the appointment of a receiver or investment manager pending appointment or election of new trustees, for their blatant violations of their fiduciary duties toward the plaintiffs and other plan participants and beneficiaries (as described in paragraphs 1-53), which have caused great losses to the plan and provoked its insolvency.

56. Plaintiffs move this Honorable Court to set an evidentiary preliminary injunction hearing in the next available date in its calendar.

A separate motion, together with an affidavit, requesting a temporary restraining order and preliminary injunctive relief would be filed shortly.

B. Count Two (Request of Payment of Benefits)

57. The Plan provides, in Article 11 B. that every participant in the plan that has served the participating employers for a minimum of ten (10) years on the date that his participation in the plan ends would have the right to the benefit of the accumulated pension until the date in which his employment has ended and would be payable on the date of his normal retirement, or on the date of his retirement before the normal date of retirement, at the option of the participant. The

concept of pension benefit would be calculated in the same manner in which it is indicated in the article about retirement before the normal retirement age in subparagraph D of Article 9 of this document. The Committee could order the payment of benefits granted upon its discretion. This could be a global amount pursuant to ERISA or monthly payments for the concept of retirement, starting on or before the date of termination of employment. In any case the payment of benefits to the participant could be deferred more than the normal date of retirement.

58. On the other hand, Article 18 D. of the plan document provides that when the termination of the Plan has been approved, the fiduciaries of the plan would proceed to liquidate the trust fund and to dispose of the assets, pursuant to the priorities established by the Regulations of Title IV of ERISA, with the following priorities:

- a. Benefits to those participants that started to received retirement benefits for at least three years before the termination of the plan, and based on the provisions of effectiveness of the plan during five (5) years prior to the termination of the same.
- b. The benefits acquired pursuant to the plan.
- c. Other benefits that could be acquired.

If the assets available to be distributed are insufficient to cover all the claims between any of the established priorities, these funds would be apportioned and distributed equally. But, it could be permitted to the retirement committee to establish priorities of subclasses between the previously referred classes, on the condition that the categories of subclasses do not discriminate in favor of employees who earn higher salaries, or employees that exert supervisory functions.

Defendant settlor or sponsor, the fiduciaries and administrators of the plan have no intention to honor plaintiffs' vested rights, upon termination of the plan. Plaintiffs request that Defendant Plan honor them their vested rights under the Plan and ERISA and pay them their

nonforfeitable benefits amounting to not less than **FIFTY MILLION DOLLARS (\$50,000,000.00)**. The Plan has not paid any benefits to Plaintiffs. They are entitled to payment of their benefits under the Plan, in full.

C. Count Three (Breach of Fiduciary Duties)

59. Paragraphs 1 through 59 are re-alleged and incorporated by reference as if fully set forth herein.

All the defendant fiduciaries and administrators of the Plan have invested, and have continued the investment of, a large portion of the Plan's assets in close end bonds' funds and other bonds of various instrumentalities and public corporations of the Commonwealth of Puerto Rico, an investment without adequate value or earnings, and without liquidity sufficient to permit conversion into cash for the purpose of paying benefits.

Because of the investment identified in the preceding paragraphs, together with other violations of ERISA alleged in this Complaint, the Defendant Plan has refused to pay the [ANY OR SOME OF] the benefits requested by Plaintiffs, to which Plaintiff(s) are entitled, as identified Count Two hereof.

By the investment and continuation of investment identified above the defendant fiduciaries and administrators and the sponsor and settlor of the plan, as co-fiduciary, have failed to discharge their fiduciary duties with the care, skill, prudence and diligence required by section 404(a)(1) of ERISA, 29 U.S.C. § 1104(a)(1).

By the investment and continuation of investment identified above Defendants and the sponsor and settlor of the plan as co-fiduciary have failed to discharge their fiduciary duties by diversifying the investments of the plan as required by section 404(a)(1)(C) of ERISA, 29 U.S.C. § 1104(a)(1)(C). In consequence of defendants' blatant breach of their fiduciary duties the plan

has lacked liquid assets sufficient to pay some or all of the benefits to participants that otherwise would have been previously paid.

Defendants breach of their fiduciary duties have caused losses to the plan's fund in an amount of not less than **FIFTY MILLION DOLLARS (\$50,000,000.00)**. Plaintiffs demand that defendant fiduciaries and administrators respond for such loss and reimburse to the plan's fund the aforementioned amount.

Defendant sponsor and settlor as a co-fiduciary of the plan also responds for the aforementioned loss, due to its failure to prevent this breach, and because of its failure to remedy such breach, all in violation of section 405(a)(1), (2) and (3) of ERISA, 29 U.S.C. § 1105(a)(1), (2) and (3).

D. Count Three (Breach of Duty of Disclosure)

60. Several Plaintiffs and other plan participants and beneficiaries, have made repeated demands upon defendant settlor and sponsor, trustees and plan administrators for plan information which the Administrator of the Plan is obligated to supply, upon demand, to participants pursuant to section 101(a) of ERISA, 29 U.S.C. 1021(a). Defendants have not made timely compliance with such demands for information.

61. Some of the plaintiffs, to wit: Lourdes Veve Muñiz, Emilia Veve Muñiz, Zoraida Ibarrondo Ortiz, Ivette Colón Vélez, María T. Larrieu de Vidal, Antonio Vidal Pizá, María I. Fernández García, María de Lourdes Fernández García, Maritza Rosario Urrutia, Mari Carmen Bonnín Orozco, Lilliam Rosado Ruiz, Hildelena Crespo Díaz, Elia M. Fontanet, Liza Guzmán Colón, Elena Piñeiro Landing, Mari L. Castrillo Rosa, Carmen L. Rodríguez Rivera, Angel R. Rivera Nazario, Olga M. Gallardo Reverón, Yolanda Eliozone, Milagros Ortiz Cardona, Marysol Díaz Morales, Ivette M. Martínez González, Carlos E. Vallejo Esparragoza, Cristina Casadey,

Carla C. Castro Buitrago, Elena Morel, Zury E. Rivera De Jesús, María A. Becerra Menéndez, Jesus Ortiz Concepción, Antonia Martínez Bodón, Yashira Ríos Ríos, María I. Fernández, Ángel R. Rivera Nazario, Olga Gallardo Reverón, Diana Ortiz Rodríguez, Esther C. Barrera, Edith Carrión, Miguel Alfonso Reyes, Verlee Pagán López, Diana Vélez Estrada, Marysol Díaz Morales, Helia García Armas, Rosario Maritza Fraticelli Sánchez and Roberto De Jesús Tejada; requested a copy of the Plan's most recent annual report, its most recent summary annual report, a current summary plan description, and a copy of the trust agreement, and other documents, as described in preceding paragraphs, but Defendants have not responded to their demand.

These Plaintiffs, through counsel, made written demand upon co-defendant, settlor and sponsor of the plan by letter dated April 28, 2016, hand delivered and receipted on May 1, 2016, demanding that Defendant comply with the request made for information, but they it failed to produce the same. **See Exhibit 1.**

62. Defendant, Samuel Soto, as Administrator of the plan is personally liable to each of the aforementioned plaintiffs for an amount up to \$110 per day for each day beyond 30 days in which the sponsor of the plan has not responded.

63. Defendant settlor and sponsor, the Superintendence of Catholic Schools of the Archdioceses of San Juan, is jointly and severally liable, under sections 405(a) and (b) of ERISA, 29 U.S.C. § 1105(a) and (b), with Defendant, Samuel Soto for the liability referred to in paragraph 62 hereof, because Defendant, as co-fiduciary and named fiduciary, failed to make reasonable efforts to correct Defendant Samuel Soto's breach of fiduciary responsibility.

E. Count Four (Breach of Co-fiduciary duties)

Paragraphs 1 through 63 are re-alleged and incorporated by reference as if fully set forth herein.

64. Defendant the Superintendence of Catholic Schools of the Archdioceses of San Juan, as plan sponsor and the fiduciary who appointed Defendants Juan Santa; Rosa Figueroa; Ana Cortes; Marilyn Plannel and Samuel Soto; and John Doe; Richard Roe, Jane Doe; Mary Roe to their fiduciary positions, has failed to monitor the performance of the fiduciaries of the Plan and failed to assure that such fiduciaries perform their duties in accordance with the requirements of ERISA. By such failures, Defendant Corporation has violated its fiduciary duties under section 404 and 405 of ERISA, 29 U.S.C. §§ 1104 and 1105. Defendant Corporation is therefore jointly and severally liable for the correction of the breaches of fiduciary duty specified in Counts Two, Three and Four, hereof.

E. Count Five (Claims against Insurance Companies and Bond and Surety Co.)

65. Insurance Company ABC; Insurance Co. XYZ; ACME Insurance Company, denominated with fictitious names because their real names are unknown, are insurance companies that issued several officers' and directors' insurance policies and/or other type of insurance policies to cover one or more of the claims made herein against the plan's settlor or sponsor and the plan's administrators and fiduciaries. Thus, they respond to plaintiffs and to the Pension Fund for any losses suffered by them as a result of defendants' breach of their fiduciary duties and violations of ERISA.

66. DEF Bond Company, Inc.; ABC Surety Inc., denominated with fictitious names because their real names are unknown, are surety and bond company for one or more of the defendants, who issued a bond for the benefit of one or more of the defendants. Under 29 U.S.C. § 1112(a), ERISA fiduciaries and fund handlers must, with some exceptions, be bonded:

(a) Requisite bonding of plan officials. Every fiduciary of an employee benefit plan and every person who handles funds or other property of such a plan (hereafter in this section referred to as a “plan official”) shall be bonded as provided in this section;....

Such bond shall provide protection to the plan against loss by reason of acts of fraud or dishonesty on the part of the plan official, directly or through connivance with others.

Thus, the defendant bond and surety companies respond to the plan’s by reason of the acts of dishonesty on the part of the plan officials described in the preceding paragraphs.

F. Count Six (Removal of Administrator)

65. Paragraphs 1 through 64 are re-alleged and incorporated by reference as if fully set forth herein.

The Defendants, Juan Santa; Rosa Figueroa; Ana Cortes; Marilyn Plannel and Samuel Soto; and John Doe; Richard Roe, Jane Doe; Mary Roe have shown themselves, by the conduct identified herein, to be unwilling or unable, and incompetent, to perform the fiduciary duties required of Fiduciaries and of a Plan Administrator under ERISA. Section 409(a) of ERISA, 29 U.S.C. § 1109(a), authorizes “removal” of a fiduciary in such circumstances. Defendants Juan Santa; Rosa Figueroa; Ana Cortes; Marilyn Plannel and Samuel Soto; and John Doe; Richard Roe, Jane Doe; Mary Roe should be removed from all fiduciary positions under the Plan, and an appropriate independent financial institution or professional plan administrator, or both, should be appointed by the Court in their stead.

F. Count Six (Attorneys' Fees)

66. The Plaintiffs’ conduct of this action is in the interests of all the participants in the Plan, and the relief granted hereunder will benefit all such participants.

67. Plaintiffs are entitled to recover “a reasonable attorney’s fee and costs of the action” herein, pursuant to section 502(g)(1) of ERISA, 29 U.S.C. § 1132(g).

Prayer for Relief (All Counts)

WHEREFORE, plaintiffs respectfully to this Honorable Court that it:

(1) Declare, adjudge and decree that the Defendant Plan is obligated to pay each of the Plaintiffs the amounts currently owed to them, pursuant to ERISA and the Pension Plan.

(2) Order a full accounting of the Plan, including, inter alia, an accounting of the losses sustained by the Plan in consequence of the breaches of fiduciary duty alleged herein;

(3) Order that Defendants make restitution to the Plan in the amount of any losses sustained by the Plan in consequence of the wrongful conduct alleged herein, together with prejudgment interest;

(4) Order that the Defendants make full disclosure to the Plaintiffs as to all plan information previously requested by the Plaintiffs;

(5) Order that Defendants, Samuel Soto and the Superintendence of Catholic Schools of the Archdioceses of San Juan pay to each of the Plaintiffs the sum of \$110 for each day in which such disclosure was delayed beyond the 30 days allowed by section 502(c)(1) of ERISA, 29 U.S.C. § 1132(c)(1);

(6) Award Plaintiffs the costs of this action and reasonable attorneys' fees; and

(7) Award such other, further and different relief as may be just and proper.

Plaintiffs demand trial by jury to hear and adjudge all their claims.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, this 13th day of June, 2016.

**AMUNDARAY, VILLARES
& ASSOCIATES, PSC**

P.O. Box 9023980
San Juan, PR 00902-3980
Tel. (787) 273-0611
Fax (787) 273-1540
E-Mail: fjamundaray@aol.com;
fjamundaray@me.com

s/FRANCISCO J. AMUNDARAY
USDC-PR-208706