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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION – SANTA ANA

RAYMOND M. TASH, DDS

Case No. SACV 14-1914 AG (RNBx)

Plaintiff,

JUDGMENT

v.

METROPOLITAN LIFE INSURANCE
COMPANY; PACIFIC DENTAL
SERVICES, INC. EMPLOYEE
BENEFIT PLAN,

Defendants.

Judgment is entered in favor of Plaintiff Raymond M. Tash, DDS and against Defendants Pacific Dental Services, Inc., Employee Benefit Plan and Metropolitan Life Insurance Company (“MetLife”).

MetLife is ORDERED to bring Plaintiff current on his benefits and pay back benefits, with interest, to Plaintiff from the beginning of the “any occupation” period on February 11, 2013, to the present. Interest shall accrue at the applicable U.S. Treasury bill rate on February 11, 2013.

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The Court REMANDS to MetLife for a determination that complies with ERISA of Plaintiff's benefits under the "any occupation" provision of the Plan.

The Court further ORDERS MetLife to continue paying benefits so long as they continue to remain due under the Plan, unless and until MetLife issues a denial that fully complies with ERISA.



Dated May 19, 2016

Hon. Andrew J. Guilford
United States District Judge