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17 UNITED STATES DISTRICT COURT
18 CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

19 EDWARD ASNER, *et al.*,

20 Plaintiffs,

21 vs.

22 THE SAG-AFTRA HEALTH FUND,
23 *et al.*,

24 Defendants.

Case No. 2:20-cv-10914-CAS (JEM)

**DECLARATION OF PLAINTIFF
DAVID JOLLIFFE IN SUPPORT OF
PLAINTIFFS' NOTICE OF MOTION
AND MOTION FOR FINAL
APPROVAL OF SETTLEMENT**

Date: September 11, 2023

Time: 10:00 a.m.

Courtroom: 8D

Judge: Christina A. Snyder

27 I, David Jolliffe, hereby declare and state as follows:
28

1 by Zoom. SAG-AFTRA Health Plan CEO Michael Estrada led the presentation of
2 information relating to the 2020 Amendments. In essence, Mr. Estrada conveyed that the
3 employer contributions to the SAG-AFTRA Health Plan under the CBAs had not kept
4 up with the cost of health coverage, and the Trustees addressed the funding shortfall by
5 the 2020 Amendments.

6 6. In the wake of the revelation of the 2020 Amendments, I (Second Vice-
7 President of the SAG-AFTRA Los Angeles Local) and several other Union members,
8 including Frances Fisher (First Vice-President of the Los Angeles Local) and Patricia
9 Richardson (President of the Los Angeles Local), formed the SOS Health Plan team and
10 launched SOSHealthPlan.com to assist Union members by, among other things:
11 providing information on the 2020 Amendments and secondary health insurance options
12 apart from the Via Benefits option promoted by the SAG-AFTRA Health Plan, and
13 fostering communication with a platform for rank-and-file and high-profile members
14 alike to communicate about the 2020 Amendments and “town hall” meetings, attended
15 by over 1500 SAG-AFTRA members. SOS Health Plan also partnered with social media
16 powerhouse Eleven Films to make a social media video featuring over 20 high-profile
17 and rank-and-file Union members speaking out about the draconian changes to the SAG-
18 AFTRA Health Plan in the 2020 Amendments.

19 7. In addition, I and the other members of the Los Angeles Union leadership
20 undertook in August 2020 to explore potential legal options in response to the 2020
21 Amendments. We contacted 10 law firms to solicit interest in assisting us to investigate
22 potential legal claims and to litigate such claims. None of the firms was willing to
23 undertake the matter on a contingent basis, citing the high risk given the relevant legal
24 landscape. One firm agreed to conduct an investigation to determine if viable legal claims
25 could be brought, in exchange for a non-refundable \$500,000 fee, which we declined.

26 8. Chimicles Schwartz Kriner & Donaldson-Smith LLP (“CSKD”) was
27 recommended to me and the core SOS Health Plan group based on CSKD’s general
28 experience in class action litigation and then-recent success (and settlement) in a

1 challenging ERISA fiduciary duty class action against the trustees of the American
2 Federation of Musicians union pension plan. Following meetings with a core group of
3 members, CSKD agreed to engage on a fully contingent basis to investigate potential
4 claims and prosecute claims identified with a prospect for success and redress.

5 **CSKD Investigation and Identification of Legal Claims**

6 9. The legal team, led by CSK&D, worked closely with a core group of
7 members, including myself and Frances Fisher, over the course of four months to
8 investigate potential legal claims, and to draft a complaint asserting claims for redress.
9 On December 1, 2020, members who were participants in the SAG Health Plan at the
10 time of the Health Plans Merger, and members who were participants in the post-merger
11 SAG-AFTRA Health Plan, represented by the CSKD-led legal team, brought this action
12 in this Court under ERISA, asserting claims for breaches of fiduciary duty against the
13 former SAG Health Plan trustees relating to their conduct in connection with the 2017
14 Health Plan Merger, and against the SAG-AFTRA Health Plan Trustees relating to their
15 failure to disclose plan funding information in connection with the 2019 and 2020 Union
16 CBA processes, and their approval and sudden announcement of the 2020 Amendments,
17 which discriminated based on age against participants age 65 and older in violation of
18 law and plan documents.

19 **Disclosure of Funding Information in the SAG-AFTRA CBA Processes**

20 10. I served as a voting member of the Union Negotiating Committees and the
21 National Board for the 2019 and 2020 processes and approvals of the Commercials,
22 TV/Theatrical and Netflix CBAs. I therefore knew what funding information relating to
23 the SAG-AFTRA Health Plan and sustainability of the health benefit structure had been
24 disclosed or not disclosed to the Union negotiators in the 2019 and 2020 CBA processes.
25 I fully supported the allegations in the Complaint that material information about the
26 SAG-AFTRA Health Plan's funding shortfall, funding required to sustain the benefit
27 structure and the Trustees' ongoing consideration and planning major changes to the
28 benefit structure to address the funding shortfall had been withheld or not disclosed by

1 the SAG-AFTRA Health Plan to the Union and the (non-Trustee)negotiators. Based on
2 my extensive experience as a Union negotiator, I believe that had such material
3 information been disclosed to the Union negotiators in the three major CBA processes in
4 2019 and 2020, we would have leveraged that information in negotiations to obtain more
5 favorable terms greater funding for the SAG-AFTRA Health Plan.

6 11. I was also a voting member of the Negotiating Committee and the National
7 Board for the 2022 Commercials CBA process. The work of the Negotiating Committee
8 commenced in February, 2022, after this Court denied Defendants’ motion to dismiss the
9 claims in this action, including the claim that the SAG-AFTRA Health Plan Trustees
10 failed to disclose material funding information to the Union and Union negotiators in the
11 2019 and 2020 CBA processes. In connection with the 2022 Commercials CBA process,
12 conversely, the SAG-AFTRA Health Plan provided detailed disclosures to the Union and
13 the Union negotiators regarding the funding condition and funding required to maintain
14 the health benefit structure in the SAG-AFTRA Health Plan. This detailed information
15 was not disclosed to the Union or the Union negotiators in the 2019 and 2020 CBA
16 processes. As a result of the detailed disclosures in the 2022 Commercials CBA process,
17 I and the other negotiators knew this important information and used it to aggressively
18 pursue increased funding for the SAG-AFTRA Health Plan. The 2022 Commercials
19 CBA negotiations achieved an increased SAG-AFTRA Health Plan contribution rate that
20 would preserve current benefits. A term of the proposed Settlement in this action requires
21 similarly detailed reports by the SAG-AFTRA Health Plan to the Union and Union
22 negotiators in future CBA processes, which will similarly arm and inform the Union and
23 negotiators regarding the Union health benefit funding requirements. I believe that term
24 of the Proposed Settlement, along with the filing and prosecution of the claims in this
25 action, will help ensure that Union negotiators are armed with relevant information and
26 therefore provide substantial benefits to the SAG-AFTRA Health Plan in the years to
27 come.

1 I declare under penalty of perjury that the foregoing is true and accurate to the best
2 of my knowledge, information and belief.

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5 Executed on July 6, 2023 at Los Angeles County, Los Angeles CA.

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8  A handwritten signature in black ink, appearing to read "David Jolliffe", is written over a horizontal line. The signature is stylized and cursive.
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