

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION

GARNET TURNER)
individually and on behalf of all others)
similarly situated, et al.,)

Plaintiffs,)

v.)

CASE NO. 2:13-CV-685-WKW
(WO)

ALLSTATE INSURANCE)
COMPANY,)

Defendant.)

JOHN E. KLAAS)
on behalf of himself and all others)
similarly situated, et al.,)

Plaintiffs,)

v.)

CASE NO. 2:15-CV-406-WKW
(WO)

ALLSTATE INSURANCE)
COMPANY,)

Defendant.)

ORDER

Plaintiffs in these consolidated ERISA cases are former employees of Allstate. Plaintiffs allege that Allstate provided employees with a company-paid retiree life insurance plan that was to provide them with life insurance at no cost after retirement. On or about July 2, 2013, Allstate notified participants that it

would no longer pay the premium on the life insurance policies after December 31, 2015. Pending is Plaintiffs' motion for preliminary injunction requiring Allstate to continue the life insurance benefits after December 31, 2015. (Doc. # 74.) Also pending is the named *Klaas* Plaintiffs' motion to join in the motion for preliminary injunction (Doc. # 82) and Allstate's motion to strike the motion for preliminary injunction as to unnamed members of the putative classes in these cases. Upon consideration of the motion for preliminary injunction, the parties' briefs and evidentiary submissions, and the argument of counsel and testimony presented at a hearing held on December 17, 2015, the court finds that the named Plaintiffs convincingly have demonstrated the elements of a preliminary injunction. *See Winter v. Nat. Res. Def. Council*, 555 U.S. 7, 24 (2008) (setting forth the four elements of a preliminary injunction).

First, Plaintiffs have demonstrated through credible evidence a substantial likelihood that they will prevail on their ERISA¹ claim alleging breach of a fiduciary duty² to disclose the terms of the plan and that their claims are timely under ERISA. Second, Plaintiffs have shown that they are likely to suffer irreparable injury unless the injunction is issued. Third, the balance of the equities weighs strongly in Plaintiffs' favor, not Defendant's. Fourth, an injunction is in

¹ Employee Retirement Income Security of 1974 ("ERISA"), 29 U.S.C. 1001 *et seq.*

² The court makes no finding at this time as to Plaintiffs' likelihood of success on their other ERISA claims.

the public interest.

Further, because class certification has not been granted, and because Plaintiffs did not present evidence to support the motion for preliminary injunction on behalf of putative class plaintiffs, the injunction will issue only as to the named Plaintiffs in the *Klaas* and *Turner* actions.

Accordingly, it is ORDERED that Plaintiff's motion for a preliminary injunction (Doc. # 74) is GRANTED and that Defendant Allstate, and all persons acting for its benefit or on its behalf, are ENJOINED from discontinuing or cancelling life insurance policies for the named Plaintiffs after December 31, 2015, or otherwise interfering with the existence or enforceability of said policies.

It is further ORDERED that on or before **midnight, December 31, 2015**, Plaintiffs shall execute individually and file signature bonds in the amount of \$5,000 each. The injunction will dissolve by operation of law as to any Plaintiff not filing a bond by midnight, December 31, 2015. Because the offices of the Court are closed December 31, 2015 and January 1, 2016, counsel for Plaintiffs shall email or fax to counsel for Defendant a copy of the respective bonds and the injunction shall be effective as to the bonded Plaintiffs.

Further, it is ORDERED

1. that Allstate's motion to strike the motion for preliminary injunction as to unnamed putative class plaintiffs (Doc. # 89) is GRANTED and

2. that the *Klaas* Plaintiffs' motion to join in the motion for preliminary injunction (Doc. # 82) is GRANTED.

DONE this 29th day of December, 2015.

/s/ W. Keith Watkins
CHIEF UNITED STATES DISTRICT JUDGE