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NO JS-6

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

TIMOTHY A. MURPHY,)	Case No. CV 13-07951 DDP (AGRx)
)	
Plaintiff,)	ORDER GRANTING DEFENDANT'S MOTION
)	FOR SUMMARY JUDGMENT
v.)	
)	[DKT. NO. 19]
MONTEBELLO TEACHERS)	
ASSOCIATION, a California)	
corporation,)	
)	
Defendant.)	
_____)	

Presently before the Court is Defendant's motion for summary judgment (the "Motion"). (Docket No. 19.) For the reasons stated in this order, the Motion is GRANTED.

I. Background¹

Plaintiff Timothy A. Murphy ("Plaintiff") was an employee of the Montebello Unified School District for 36 years, beginning in 1977. (Docket No. 32, ¶ 1.) In 1983, Plaintiff became the Athletic Director at Montebello High School, at which time he stopped paying dues to Defendant Montebello Teachers Association ("MTA" or

¹The Court recites the facts here largely as Plaintiff describes them, since the Court must construe the facts in the light most favorable to the nonmoving party on a motion for summary judgment.

1 "Defendant"), presumably because he was no longer a teacher. (Id.)
2 However, in December 2009, MTA began deducting \$98.30² for union
3 dues from Plaintiff's paychecks. (Id. ¶ 2.) When Plaintiff called
4 MTA to ask why the money was now being deducted, he was told that
5 after an audit MTA had determined that Plaintiff should be a dues
6 paying member of MTA. (Id.)

7 In October 2010, Plaintiff requested information as to what it
8 would cost for him to join the medical trust (the "Plan"), an
9 optional benefit for MTA members. (Id. ¶ 3.) Plaintiff received a
10 response in November 2010, but he never followed up to join the
11 Plan because he believed the costs to be prohibitive. (Id.; Docket
12 No. 21, Exh. 1.) However, in April 2011, MTA began deducting
13 \$200.50 from Plaintiff's paychecks. (Docket No. 32, ¶ 4 & Exhs.)
14 This larger amount represents both dues and a contribution to the
15 Plan. (Id. ¶ 4.) Plaintiff claims he never authorized this
16 additional deduction, nor signed up to participate in the voluntary
17 Plan. (Id.)

18 Plaintiff again contacted MTA and told them that he did not
19 wish to participate in the Plan unless they could offer him more
20 favorable terms. (Id. ¶ 6.) Plaintiff states that he was offered a
21 better plan by MTA employee Alonso Ibanez, which required Plaintiff
22 to pay \$1,500 in back payments dating to June 2009, pay monthly
23 \$100 contributions until he retired, and then make additional
24 monthly contributions until May 2021, with the amount varying
25 depending on the age at which he retired. (Id. ¶ 7 & Exhs.) After
26 accepting this alleged offer, Plaintiff paid the \$1,500 back

27 _____
28 ²It appears that this amount may have been raised to \$100.50
sometime between 2009 and 2011.

1 payment and the monthly contributions until his retirement in June
2 2013. (Docket No. 21, Exh. 4.) Despite his participation, Plaintiff
3 alleges that at no time was he provided with a written acceptance
4 into the Plan. (Docket No. 32, ¶ 9.)

5 Plaintiff retired from the Montebello Unified School District
6 effective July 1, 2013. (Docket No. 19-2, ¶ 10.) At that time,
7 Plaintiff did not have enough contributions to be eligible for
8 benefits under the Plan. (Id. ¶ 11.) Around the time of his
9 retirement, Plaintiff requested a "refund of the \$1,500 that was
10 used to buy in to the medical trust along with all additional
11 monthly payments to the trust that [he] ha[d] made." (Id. ¶ 12;
12 Docket No. 21, Exh. 3.) The request was considered by the trustees
13 of the Plan, who notified Plaintiff on June 6, 2013 that "at such
14 time as [Plaintiff] no longer [is] a member of the bargaining unit
15 represented by the Association, [Plaintiff] will be eligible to
16 receive a refund of contributions up to \$1,500 from the
17 Association." (Docket No. 21, Exh. 5.) MTA argues that Plaintiff
18 did not properly apply for this offered refund, nor appeal the
19 decision of the trustees not to refund more than \$1,500, instead
20 filing this action in small claims court. (Docket No. 19-2, ¶ 14.)
21 Nevertheless, on October 11, 2013, MTA issued a discretionary
22 \$1,500 refund to Plaintiff, who deposited the refund on January 8,
23 2014. (Id. ¶ 15.) Plaintiff continues to seek a refund of the
24 balance of the contributions he made to the Plan.

25 Plaintiff originally filed this action in small claims court.
26 (See Docket No. 1.) Defendant removed the action on the basis that
27 the action is covered by ERISA. (Id.) Defendant now seeks summary
28 judgment. (Docket No. 20.)

1 **II. Legal Standard**

2 Summary judgment is appropriate where the pleadings,
3 depositions, answers to interrogatories, and admissions on file,
4 together with the affidavits, if any, show "that there is no
5 genuine dispute as to any material fact and the movant is entitled
6 to judgment as a matter of law." Fed. R. Civ. P. 56(a). A party
7 seeking summary judgment bears the initial burden of informing the
8 court of the basis for its motion and of identifying those portions
9 of the pleadings and discovery responses that demonstrate the
10 absence of a genuine issue of material fact. See Celotex Corp. v.
11 Catrett, 477 U.S. 317, 323 (1986). All reasonable inferences from
12 the evidence must be drawn in favor of the nonmoving party. See
13 Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 242 (1986). If the
14 moving party does not bear the burden of proof at trial, it is
15 entitled to summary judgment if it can demonstrate that "there is
16 an absence of evidence to support the nonmoving party's case."
17 Celotex, 477 U.S. at 323.

18 Once the moving party meets its burden, the burden shifts to
19 the nonmoving party opposing the motion, who must "set forth
20 specific facts showing that there is a genuine issue for trial."
21 Anderson, 477 U.S. at 256. Summary judgment is warranted if a party
22 "fails to make a showing sufficient to establish the existence of
23 an element essential to that party's case, and on which that party
24 will bear the burden of proof at trial." Celotex, 477 U.S. at 322.
25 A genuine issue exists if "the evidence is such that a reasonable
26 jury could return a verdict for the nonmoving party," and material
27 facts are those "that might affect the outcome of the suit under
28 the governing law." Anderson, 477 U.S. at 248. There is no genuine

1 issue of fact "[w]here the record taken as a whole could not lead a
2 rational trier of fact to find for the non-moving party."
3 Matsushita Elec. Indus. Co. v. Zenith Radio Corp., 475 U.S. 574,
4 587 (1986).

5 It is not the court's task "to scour the record in search of a
6 genuine issue of triable fact." Keenan v. Allan, 91 F.3d 1275, 1278
7 (9th Cir. 1996). Counsel has an obligation to lay out their support
8 clearly. Carmen v. San Francisco Sch. Dist., 237 F.3d 1026, 1031
9 (9th Cir. 2001). The court "need not examine the entire file for
10 evidence establishing a genuine issue of fact, where the evidence
11 is not set forth in the opposition papers with adequate references
12 so that it could conveniently be found." Id.

13 **III. Discussion**

14 Taking all of Plaintiff's contentions and evidence in the
15 light most favorable to Plaintiff, the Court finds that Plaintiff
16 has not demonstrated an entitlement to the return of any funds
17 beyond the \$1,500 he has already received. Plaintiff alleges that
18 he was offered a particular "deal" whereby he would make a back
19 payment of \$1,500 to purchase months of contributions into the
20 Plan, pay \$100 per month for the remainder of his employment prior
21 to retirement, and then continue to make monthly contributions to
22 the Plan until May 2021, with the monthly amount varying depending
23 on the age at which he retired. MTA disputes that any such
24 arrangement was ever made and argues that Plaintiff cannot submit
25 extrinsic evidence to contradict the terms of the written ERISA
26 Plan document. Assuming for purposes of this discussion that all of
27 Plaintiff's allegations are true, regardless of whether there is
28 sufficient admissible supporting evidence to prove that this is

1 what occurred, the Court finds that Defendant is entitled to
2 summary judgment.

3 Plaintiff is not pursuing recovery of benefits under the Plan,
4 nor is he attempting to continue paying contributions following his
5 retirement. Plaintiff and Defendant agree that Plaintiff paid *some*
6 money into the Plan under *some* (disputed) terms. Even assuming
7 Plaintiff obtained the claimed "special deal" by way of an oral
8 agreement, he is not entitled to the remedy of a refund of all
9 monies contributed. Instead, he would be entitled to the benefit of
10 his purported bargain - the opportunity to pay into the medical
11 trust under the terms of his agreement with MTA until 2021 in order
12 to obtain vested benefits. In the alternative, the Plan provides
13 that "[a] former bargaining unit member who leaves the bargaining
14 unit may request a reimbursement of contributions up to a maximum
15 of \$1,500 from the Association." Though MTA contends that Plaintiff
16 did not submit a proper formal request for this refund, MTA has now
17 construed Plaintiff's actions as requesting this maximum refund and
18 issued him the refund. Allowing Plaintiff to recover any further
19 contributions is contrary to the purpose of this type of trust
20 arrangement, which relies on the fact that some individuals will
21 contribute money but never end up using it, either because they do
22 not need the benefits offered or because they do not contribute
23 enough for the benefits to vest. See Cent. States, Se. & Sw. Areas
24 Pension Fund v. Gerber Truck Serv., Inc., 870 F.2d 1148, 1151-56
25 (7th Cir. 1989). Therefore, the Court finds that Plaintiff is not
26 entitled to recover his contributions beyond the \$1,500 he has
27 already received.

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1 **IV. Conclusion**

2 For the foregoing reasons, the Motion is GRANTED.


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4 IT IS SO ORDERED.

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7 Dated: November 12, 2014


DEAN D. PREGERSON
United States District Judge

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