

Kimberly D. Hendrix,

Plaintiff,

versus

Wal-Mart Stores, Inc., *et al.*,

Defendants.

§
§
§
§
§
§
§
§
§
§

Civil Action H-15-1920

Opinion on Summary Judgment

1. *Introduction.*

Kimberly D. Hendrix sued (a) Wal-Mart Stores, Inc., (b) Associates Health and Welfare Plan, and (c) The Prudential Insurance Company of America for denying her claim for benefits under her late husband's employee benefit plan. Her claims against Prudential remain. She will take nothing.

2. *Background.*

Randy Hendrix's policy was sponsored by Wal-Mart, part of Associates, and administered by Prudential. It included benefits for basic and optional associate term life coverage. Hollye Hendrix was the designated beneficiary of the basic plan; Kimberly Hendrix was the designated beneficiary of the optional plan.

Randy Hendrix worked at Wal-Mart until July 11, 2012, when he retired. On July 23, 2012, Prudential sent him a letter, notifying him that he had 31 days – until August 11, 2012 – to convert the group policy into an individual one or he would lose coverage. Because Randy Hendrix did not convert the policy, he was not covered when he died on August 27, 2012.

3. *Claims.*

The court dismissed Kimberly Hendrix's claims against Wal-Mart and Associates, and denied her motion for equitable relief. Her claims against Prudential remain.

She also seeks to (a) assert claims against Prudential for due process violations, (b) re-urge her previously denied motion for equitable relief, and (c) add Randy Hendrix's daughter, Hollye Hendrix, to the lawsuit.

Randy Hendrix was not covered under the policy when he died, and he died beyond the time to convert the group policy into an individual one. Kimberly Hendrix does not have a claim for benefits.

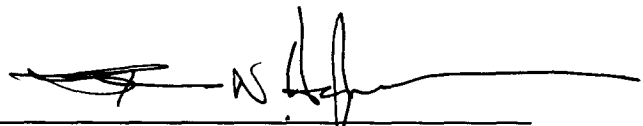
Prudential administered the policy. It is not a state actor; she is due no process from it.

Kimberly Hendrix moved for equitable relief, it was denied, she has moved for rehearing. She does not need to re-urge the motion in her response to Prudential's motion for summary judgment. Her response also asks the court to add Hollye Hendrix to the suit. Kimberly Hendrix may not add a party-plaintiff without that party's consent.

4. *Conclusion.*

Kimberly Hendrix will take nothing from Prudential.

Signed on November 7, 2016, at Houston, Texas.

A handwritten signature in black ink, appearing to read "Lynn N. Hughes", written over a horizontal line.

Lynn N. Hughes
United States District Judge