

Wm. Grant Callow
Law Office of William Grant Callow
425 G Street, Suite 610
Anchorage, Alaska 99501
Telephone: 907-276-1221
Fax: 907-258-7329
Email: grant.callow@gmail.com

Attorney for Plaintiff

IN THE SUPERIOR COURT OF THE STATE OF ALASKA
THIRD JUDICIAL DISTRICT AT ANCHORAGE

THE RETIRED PUBLIC EMPLOYEES)
OF ALASKA, INC.,)

Plaintiff,)

v.)

STATE OF ALASKA, DEPARTMENT)
OF ADMINISTRATION, DIVISION)
OF RETIREMENT AND BENEFITS,)

Defendant)

Case No. 3AN-18-6722 CI

**SECOND AMENDED COMPLAINT FOR DECLARATORY,
INJUNCTIVE, RESTITUTIONARY AND OTHER RELIEF**

Jurisdiction and Parties

1. This is a complaint for declaratory, injunctive, and restitutionary relief and damages brought pursuant to AS 09.40.230, AS 22.10.020(g), Rules 57 and 65, *Alaska R. Civ. P.* and applicable law.

2. The Court has jurisdiction over the parties and the subject matter of this dispute pursuant to AS 09.05.015 and AS 22.10.020(g).

3. Plaintiff, the Retired Public Employees of Alaska, Inc. (“RPEA”), is a nonprofit corporation in good standing, organized and operating under the laws of the State of Alaska. A majority of its membership consists of retired public employees of Alaska.

4. The mission of RPEA is to ensure that the constitutionally protected retirement benefits earned by and promised to individuals in accordance with the public employee retirement plans established by the State of Alaska are provided to them, and that nothing is done to diminish or impair those benefits in contravention of Art. XII, § 7 of the Alaska Constitution. Among the ways the RPEA accomplishes its mission is by:

a) informing plan beneficiaries about their retirement benefits and assisting them in obtaining the benefits to which they are legally entitled;

b) receiving and analyzing information about problems, issues and concerns that plan beneficiaries have concerning obtaining the benefits they are eligible to receive;

c) communicating with departments, agencies and boards of the State of Alaska in an effort to alert those state entities to common or repeated issues and problems that plan beneficiaries are having in receiving the benefits which they are eligible to receive under the applicable state retirement plan; and

d) taking appropriate legal action when necessary to ensure that all plan benefits are properly provided to eligible plan beneficiaries as required by law.

5. RPEA has standing to sue on behalf of its constituents and has done so in the past.

6. Defendant Division of Retirement and Benefits (DRB) is a division of the Department of Administration (DOA) of the State of Alaska. The commissioner of the DOA is the administrator of the Alaska Public Employee Retirement Systems established under AS 39.35, AS 14.25 and AS 22.25. (All entities above referred to collectively hereafter as “Defendant.”)

7. Venue in Anchorage is appropriate because RPEA is headquartered in Anchorage and many retired state employees who are affected by the actions of the Defendant at issue in this suit reside in Anchorage. Anchorage is also the most convenient and accessible location for retired public employees of Alaska who live throughout the state of Alaska and for out-of-state witnesses.

Legal Framework

8. Alaska statutes have long provided retirement benefits for eligible state employees. As stated by AS 39.35.001, the purpose of the state retirement benefit plans is to encourage qualified personnel to enter and remain in service to the state.

9. For many years, the Alaska statutes have provided that health care insurance coverage is one of the benefits provided to eligible state employees, retirees and other qualified plan beneficiaries. The health care insurance coverages established by state law have several components, including major medical insurance coverage for the costs of

medical treatment and services; dental-vision-audio (“DVA”) treatment and services; and coverage for long-term care (“LTC”) expenses.

10. The AlaskaCare Retiree Health Plan (“the Plan”) provides major medical insurance coverage “automatically, at no cost” to individuals employed as public employees of Alaska before July 1, 2006 who are age 50 or older, who retired after July 1, 1986 and who have chosen to receive retirement benefits. It also provides medical benefits coverage to the eligible spouses and dependents of those individuals. The Plan provides that the coverage provided “is good worldwide.”

11. The terms of the Plan are contained in a publication titled “Retiree Insurance Information Booklet” dated May 2003. The Booklet is effectively the insurance policy.

13. The Alaska Constitution, Article XII, § 7 expressly provides that membership in a state employee retirement system constitutes a contractual relationship and that the accrued benefits of these systems “shall not be diminished or impaired.”

14. The Alaska Supreme Court has interpreted this provision of the Constitution to mean that a retiree’s rights to retirement benefits are regarded as an element of the bargained-for consideration given in exchange for an employee’s assumption and performance of the duties of his employment and vest on employment and enrollment in the retirement system.

15. The Alaska Supreme Court has held specifically that the medical insurance benefits available to retirees are part of the benefits protected by the Alaska Constitution, and that such health care coverage therefore may not be diminished or impaired.

16. The Plan benefits may be allowed to change as health care evolves to prevent the coverage provided from being obsolete, but only if A) the State first performs an equivalency analysis and meets its burden of proving by reliable evidence, “including solid statistical data drawn from actual experience” that any diminishment or impairments of medical benefits resulting from the proposed change offset by comparable new medical benefits or advantages; and B) that beneficiaries who would suffer a serious hardship from the changes are given the option to opt out of the proposed new plan changes.

Statement of Facts

17. Since 1975, the State has provided health insurance benefits to eligible retirees under a plan, now known as the AlaskaCare [sic] Retiree Health Plan (the “Plan”). The Plan applies to individuals who served as public employees in the State of Alaska and who were before July 1, 2006. The State provides these health care benefits by means of self-insured trust funds.

18. Concerning these trusts, the Alaska statutes provide that “[t]he corpus or income of the assets held in trust as required by the plan may not be diverted to or used for other than the exclusive benefit of the [Plan] members or their beneficiaries.” AS 39.35.011.

19. The health care coverages provided by the Plan are described in a 2003 publication entitled “Retiree Insurance Information Booklet” (the “Booklet”). The Booklet, along with the State’s past practices of providing coverage for claims and

decisions of the Alaska courts and the Alaska Office of Administrative Hearings, established the coverages provided by the Plan.

20. On or after January 1, 2014, the Defendant summarily imposed substantial changes to the Plan that resulted in the diminishment and impairment of benefits. The main changes included: A) the replacement of substantially all of the provisions of the retiree dental benefits plan that had been in effect through 2013, replacing them with essentially a new and different plan provided and administered by Moda Health/Delta Dental of Alaska; and B) selecting the Aetna Life Insurance Company (“Aetna”) as the third-party claims administrator of the Plan to process claims made by retirees and covered dependents and determine the benefits provided under the retiree medical, vision and audio benefit plans.

21. The Defendant expressly permitted Aetna to use its own proprietary internal Clinical Policy Bulletins (“CPBs”) to determine the coverage and benefits under the Plan, essentially using the CPBs to reinterpret certain words and phrases used in the Plan. The effect was to substantially diminish and/or impair medical coverages and benefits that existed and had been provided to Plan beneficiaries before January 1, 2014, resulting in the wrongful denials of many previously covered claims. Aetna can change its CBPs at any time and thereby restrict or eliminate medical coverage and benefits at any time.

22. The changes to the Plan imposed by the Defendant on and after January 1, 2014 that substantially reduced and impaired the medical benefits and coverages provided to retirees under the retiree health care Plan include, for example:

(a) reduced coverages for treatment and care by chiropractors, physical therapists and massage therapists that had been provided and covered previously by the Plan, including reductions in the number of services previously available to Plan beneficiaries;

(b) changes in the manner in which amounts payable for covered services were determined and reimbursed under the Plan, changes that effectively reduced both coverage and benefits previously provided under the terms of the Plan;

(c) restrictions and other changes in the provision of medical travel benefits previously provided for retirees under the Plan, resulting in a diminishment and impairment of benefits;

(d) the addition of new pre-certification requirements on medical and dental treatment and services that had not previously been required by the Plan, and imposing additional burdens on beneficiaries who apply for required pre-certifications, resulting in losses of coverage and other diminishments and impairments of the benefits that had previously been provided by the Plan;

(e) the imposition of new restrictions on experimental or investigational procedures which resulted in a loss, diminishment and impairment of benefits that had previously been provided by the Plan;

(f) the reduction of benefits for Plan beneficiaries needing organ transplants unless they agree to the new, restrictive requirement that they have their organ transplant operation done at one of Aetna's designated transplant hospitals;

(g) redefining certain Plan terms in an effort to justify denial of certain types of claims benefits, causing a diminishment and impairment of benefits and the wrongful denials of claims for medical care and treatment which, prior to January 1, 2014, had been covered by the Plan;

(h) denying coverage for the cost of certain prescription drugs and medicines that had been covered and paid by the Plan before January 1, 2014;

(i) changing the procedures Plan beneficiaries are required to follow in order to appeal denials of claims, thereby effectively allowing Aetna to wrongfully and repeatedly deny certain types of covered claims without effective oversight or supervision by DRB to correct Aetna's wrongful practices. Such changes included, but were not limited to, allowing Aetna to use forms and generic letters and notices that fail to provide reasonably clear and understandable explanations for benefit denials and that provide false, misleading, inaccurate or incomplete information to retirees concerning their claims, their rights to appeal denials of their claims, and the proper legal procedures for taking such appeals; and

(j) imposing on Plan members who have Medicare a new requirement that in addition to paying the annual Medicare deductible, they must also pay an annual deductible amount under the Plan as a condition of receiving Plan benefits. The assessment of this additional deductible to retirees who are covered by Medicare is a reduction and impairment of benefits. The Defendant has continued to charge such retirees that

deductible in spite of a ruling by the Office of Administrative Hearings (“OAH”) that charging such deductible is not allowed under the terms of the Plan.

23. Representatives of RPEA made multiple requests to DOA in 2014, 2015, and 2016, asking to have the 2014 changes rescinded and to reinstate the benefits and coverages that had been provided by the Plan before January 1, 2014.

24. Former DOA Commissioners Curtis Thayer and Sheldon Fisher refused to reinstate the benefits and coverage provided to retirees prior to the 2014 Amendment.

25. Based on information and belief, neither Commissioner Fisher nor Commissioner Thayer performed, or had performed for them or for the DRB, any analysis to determine whether the changes imposed by the Defendant on and after January 1, 2014 resulted in the diminishment and impairment of any Plan benefits and, if they did, whether those changes were offset by comparable new Plan benefits and advantages.

26. Instead, Commissioners Fisher and Thayer asserted summarily, without providing any authority, and incorrectly that the Plan benefit changes the Defendant imposed January 1, 2014 did not diminish or impair any of the vested retiree health care benefits protected by the Alaska Constitution.

27. Since the DOA retained Aetna to be the third-party administrator of the Plan, it has failed to perform its statutory and common law duties as the primary administrator of the retiree health care Plan, including failing to exercise appropriate supervision and control over Aetna and its claims administration. As a result, the DOA has allowed and continues to allow Aetna to engage in improper and unfair claims adjudication, including

denying claims and appeals based on its own policies rather than based on the terms of the Plan and coverages that had been provided by the Plan before Aetna became the third-party administrator.

28. The Defendant, as a fiduciary of the retiree health care trust funds, has failed to fulfill its statutory and common law duties to ensure the funds are used for the exclusive benefit of the members or their beneficiaries.

29. The Defendant has violated law, including constitutional provisions and certain decisions of the Alaska Supreme Court, and has breached the duties it owes to Plan beneficiaries, by unilaterally and summarily making changes to the Plan without first conducting the legally-required analyses of what the effects of those changes would be on Plan beneficiaries; without providing Plan beneficiaries with legally-required notice and opportunity to be heard before such changes were put into effect; without providing comparable new benefits that offset the benefits that were eliminated, diminished or impaired by those changes; and without notifying Plan beneficiaries that if the changes are approved and put into effect, they would have the right to retain their existing Plan benefits if the changes made by the Defendant would cause a serious hardship to a particular beneficiary or group of beneficiaries.

30. The Defendant has intentionally and continually breached its duties to certain Plan beneficiaries who suffer from a particular disease or condition by imposing Plan changes that Defendant knew or should have known would serious hardship to those

beneficiaries by eliminating or reducing coverage for medical treatment and care previously provided by the Plan to treat that disease or condition.

31. The Defendant has intentionally and continually breached its duties to Plan beneficiaries by failing to make reasonable efforts to notify Plan beneficiaries that if they believe that the Plan changes will cause or are causing them serious harm, they have a right to be heard and, if they can prove to an impartial fact-finder that the coverage changes will cause them serious hardship, they will then have the right to retain the benefit coverages that were provided to them by the Plan before January 1, 2014.

32. In 2019 the Defendant published a revised Plan “booklet” or handbook that substantially rewrote the 2003 Plan. The rewritten Plan handbook changed Plan language that could be interpreted to eliminate, diminish or impair any Plan medical benefit that had been provided according to a) the terms of the 2003 Plan handbook, b) past practices of the Defendant in covering claims according to the 2003 Plan and the benefit clarifications written by DRB staff; and c) any ambiguities in coverage in the 2003 Plan that by law are properly resolved in favor of coverage.

33. In addition, in 2019 the Defendant implemented changes in Plan administration that have resulted in substantial increases in costs of prescription medications and denials of claims for prescription medications previously covered by the Plan.

First Cause of Action
Violation of Alaska Constitution Article XII, § 7

34. State employees hired before July 1, 2006, have the right, as part of their retirement benefits, to all the health care benefits that were provided by the Plan at and at any time after the time they were hired.

35. Article XII, § 7 expressly provides that “[m]embership in employee retirement systems of the state ... shall constitute a contractual relationship” and that “[a]ccrued benefits of these systems shall not be diminished or impaired.” This constitutional provision is in furtherance of Art. I, § 1 of the Alaska Constitution, stating that the Alaska Constitution is dedicated to the principles that all persons “have a natural right ... to the enjoyment of the rewards of their industry”

36. The changes the Defendant made to the Plan and put into effect after December 31, 2013 diminished and impaired the accrued benefits of state employees who were hired before July 1, 2006 and therefore violated Article XII, § 7 of the Alaska Constitution.

37. The Defendant’s conduct as alleged, and its assertion that the State may change the coverage or benefits of the retirees’ health care Plan without first performing an appropriate prior equivalency analysis as required by law means that there is an active controversy between RPEA and the Defendant.

38. Under AS 22.10.020(g), RPEA is entitled to a determination by this court declaring the rights and legal relations of retired state employees with respect to the claim that the Defendant has diminished and impaired vested retirement benefits contrary to applicable provisions of the Alaska Constitution and the Constitution of the United States.

Second Cause of Action
Due Process Violation of Alaska Constitution, Article I, § 7
and Amendment XIV of the Constitution of the United States

39. The vested retirement benefits earned by retired employees of the State of Alaska for themselves and their associated beneficiaries as a result of their employment by, and work for, the State of Alaska, are valuable property.

40. The changes made to the Plan in 2014 and 2016 that diminished and impaired those vested benefits provided by the Plan deprived those former state employees and their associated beneficiaries of valuable property without a reasonable notice and opportunity to be heard in violation of Article I, § 7 of the Alaska Constitution and Amendment XIV of the Constitution of the United States.

Third Cause of Action
Impairment of Contract in Violation of Art. I, § 15 of the Alaska Constitution

41. Art. I, § 1 of the Alaska Constitution states that the Alaska Constitution is dedicated to the principles that all persons “have a natural right ... to the enjoyment of the rewards of their industry” In furtherance of that goal, Art. I § 15 of the Alaska Constitution mandates that “no law impairing the obligation of contracts ... shall be passed.”

42. The changes made to the Plan in 2014 and 2016 violated Art. I, § 15 of the Alaska Constitution by impairing the important contractual obligations the State promised

and owed to its eligible retirees and their associated Plan beneficiaries to provide them with certain retirement benefits.

Fourth Cause of Action
Breach of Fiduciary Duty

43. The State has established health care trust funds under AS 39.30.097 for the purpose of prefunding the retiree health care benefits at issue in this lawsuit. AS 39.35.011 requires the Defendant to ensure these trust funds are not used for any purpose other than the exclusive benefit of retirees and their beneficiaries. The Defendant has a fiduciary duty by statute and at common law to ensure that the funds held in these trusts are used exclusively for the benefit of plan beneficiaries, including for the payment of retiree health care benefits and appropriate administrative costs. Failure of the Defendant to do so is a breach of Defendant's statutory and fiduciary duties to retirees and their beneficiaries.

44. The Defendant breached its fiduciary duty to ensure that the funds held in trust as described above are used exclusively for the benefit of plan beneficiaries;

45. The Defendant also breached other fiduciary duties owed to the Plan beneficiaries by conduct that includes but is not limited to:

a) making changes to the Plan that resulted in the elimination, diminishment and impairment of vested Plan benefits/advantages earned by retired public employees of Alaska without first establishing just cause for making the changes;

b) making changes to the Plan that resulted in the elimination, diminishment and impairment of vested Plan benefits/advantages earned by retired public employees of Alaska without first performing the analyses required by the Alaska Supreme Court in the Duncan opinion;

c) making changes to the Plan that resulted in the elimination, diminishment and impairment of vested Plan benefits/advantages earned by retired public employees of Alaska without providing new Plan benefits/advantages of a similar type that offset the benefits/advantages that were eliminated, diminished or impaired;

d) failing to give Plan beneficiaries reasonable notice and opportunity to be heard in the Alaska courts before making changes the Plan that resulted in the elimination, diminishment and impairment of vested Plan benefits/advantages;

e) delegating to Aetna the Defendant's duties and responsibilities to manage medical claims-processing under the Plan and then failing to properly supervise and control Aetna to prevent Aetna from denying the legitimate claims of Plan beneficiaries for medical benefits provided by the Plan;

f) allowing Aetna to deny legitimate medical claims covered by the Plan by re-defining or re-interpreting words and phrases used in the Plan according to Aetna's own specialized definitions and standards developed by Aetna for its proprietary clinical policy bulletins instead of applying the plain meaning of the words and phrases used in the Plan according to their ordinary meanings as

understood by the average layperson; as they had been historically defined and interpreted by the by the DRB; and as Plan beneficiaries had come to understand and expect were the coverages provided by the Plan;

g) failing to adequately supervise and direct Aetna to properly apply the terms of the Plan that Defendant knew would and did result in the diminishment and impairment of benefits and coverage for medical claims previously provided to retirees and beneficiaries under the Plan;

h) knowingly and repeatedly allowing Aetna to deny legitimate medical claims that, prior to the changes made since 2013, would have and should have been paid by the Plan;

i) knowingly and repeatedly allowing Aetna and its agents to engage in a pattern and practice of unfair and improper denials of legitimate medical claims covered by the Plan;

j) knowingly and repeatedly allowing Aetna and its agents to misinform retirees and other Plan beneficiaries of their appeal rights;

k) failing to make reasonable efforts to actively notify Plan beneficiaries of decisions made by the office of administrative hearings and Alaska courts that resolved issues of coverage and benefits available under the Plan in favor of Plan beneficiaries;

l) issuing a Plan “amendment” as a means of circumventing a ruling by the Alaska Office of Administrative Hearings that the Plan did not allow the DRB

to charge Plan beneficiaries who had paid their annual required Medicare deductible an additional deductible before receiving Plan benefits; and

m) knowingly and intentionally denying eligible retirees and other Plan beneficiaries their statutory and due process rights to appeal the repeated denials of their legitimate claims to the Office of Administrative Hearings (“OAH”) by: i) misinforming claimants who do not get the complete relief they are requesting when they appeal the denial of their claim(s) for benefits that they must request and obtain permission from the DRB in order to file an appeal with the OAH, and then ii) withholding permission to appeal; and iii) engaging in a pattern and practice of wrongfully denying payment of legitimate, covered claims and then, if the claimant gives notice of his or her intention to appeal the denial, paying the claim with the proviso that the payment is merely a settlement of that particular claim and not an admission that the Plan provides coverage, a method and practice that impaired and prevented retirees from obtaining a definitive decision by a hearing officer and a court that would firmly establish if the claim at issue, and others like it, was covered by the Plan and if there had been a good-faith basis for the previous denials of coverage for such claims;

n) failing to keep and make reasonably available to each Plan beneficiary accurate records showing the total amount of money the Plan has paid in medical benefits for that beneficiary and the amount remaining of that beneficiary’s \$2 million lifetime cap on the payment of covered medical claims;

o) failing to ensure that Plan beneficiaries are informed in a timely manner and in ways that are reasonably understandable to a layperson of average intelligence and education of the reasons why a claim has been denied in whole or in part;

p) failing to disclose to Plan beneficiaries all facts that are reasonably likely to materially affect their rights and interests or to influences their actions and decisions;

q) failing to administer the Plan in ways that ensure that Plan beneficiaries receive all the benefits they are entitled receive under the Plan, including serving Plan beneficiaries with honesty, candor, loyalty and the disavowal of self-interest;

r) failing to notify Plan beneficiaries that if the changes made by the Defendant caused a serious hardship to a particular beneficiary or group of beneficiaries, that the affected beneficiary had the right to retain their existing Plan benefits; and

s) repeatedly failing and refusing to take corrective action in spite of being notified of certain errors and omissions in the administration of the Plan that were resulting in the elimination, diminishment or impairment of medical benefits provided under the Plan.

Fifth Cause of Action
Breach of Contract

46. The conduct of the Defendant described in this complaint that eliminated, diminished and impaired vested retirement benefits of the beneficiaries under the Plan breached contractual obligations that the Defendant owed to all affected Plan beneficiaries.

Request for Relief

Based upon the legal framework and facts set forth above, RPEA requests judgment in its favor as follows:

A. Declaratory Judgment

1. establishing that the Defendant owes fiduciary duties to Plan members, including but not limited to the duties of good faith and fair dealing; honesty; candor; loyalty and the disavowal of self-interest, in administering the Plan;

2. establishing that the benefit changes made to the retiree health care Plan since 2013 improperly diminished and impaired the accrued benefits owed to plan members who were hired by the State before July 1, 2006; that such changes violated Article XII, § 7 and Article I, § 15 of the Alaska Constitution and the constitutional rights of due process guaranteed by Article I, § 7 of the Alaska Constitution and Amendment XIV to the Constitution of the United States; and that those changes are null, void and without force and effect;

3. establishing that the rewritten Plan booklet/handbook published in 2019 is of no force and effect to the extent that it changed Plan language in any way that might be interpreted to eliminate, diminish or impair any Plan medical benefit that had been provided according to a) the terms of the 2003 Plan handbook, b) past practices of the

Defendant in covering claims according to the 2003 Plan and the benefit clarifications written by DRB staff; and c) any ambiguities in coverage in the 2003 Plan that by law are properly resolved in favor of coverage;

4. establishing that the Defendant may not make any changes to the Plan or in Plan administration that the Defendant knows or should know are likely to result in the elimination, diminishment or impairment of medical benefits without first a) providing Plan members with: a) appropriate notice of the reasons and expected effects of the proposed changes; b) a reasonable opportunity to be heard concerning the proposed changes; c) obtaining the approval of the Alaska courts authorizing the implementation of the proposed changes.; and

5. establishing that individuals who are aggrieved by a final decision made by the Alaska Division of Retirement and Benefits have the right, pursuant to AS 35.39.006 and AS 14.25.006, to appeal such DRB decisions to the Alaska Office of Administrative Hearings without obtaining the permission of the DRB and that the Defendant must either comply with the final decision of the OAH in each such case or appeal the decision to the superior court.

B. Permanent Injunctive Relief

1. prohibiting the Defendant from continuing to apply the benefit changes imposed on the Plan since 2013;

2. requiring the Defendant to reinstate the retiree health care Plan and all related benefits that were provided to retirees before January 1, 2014;

3. requiring the Defendant to refrain from making any changes to the Plan or in Plan administration that the Defendant knows or should know are likely to result in the elimination, diminishment or impairment of medical benefits without first a) complying with the requirements specified by the Alaska Supreme Court in the Duncan opinion; b) providing Plan members with constitutionally appropriate notice of the reasons and expected effects of the proposed changes and a reasonable opportunity to be heard concerning the proposed changes; and c) obtaining the approval of the Alaska courts before implementing the proposed changes;

4. directing the Defendant to refrain from telling Plan beneficiaries who want to appeal all or part of a decision by DRB concerning a claim for benefits that they must seek and obtain permission from the DOA/DRB in order to appeal the DRB decision to the Alaska Office of Administrative hearings and further, to affirmatively inform such individuals of their statutory right to appeal to the OAH;

5. requiring the Defendant to comply with orders and decisions of the OAH, including but not limited to the OAH decision that Defendant may not charge an annual deductible to retirees who are covered by Medicare and have paid the annual Medicare deductible amount; and

6. requiring the Defendant to keep and make reasonably available to each Plan member and other beneficiary, accurate records showing the total amount of money the

Plan has paid in medical benefits for that Plan participant and the amount remaining of the Plan participant's \$2 million lifetime cap on the payment of covered medical claims.

C. Restitutionary Relief

For an order requiring Defendant to make restitution to affected Plan beneficiaries for the expenses they incurred as a result of wrongful denials of coverage and benefits caused by the imposition of the improper changes made to the Plan since 2013.

D. Other Relief

For damages and such other relief at law and equity as the Court deems just and equitable and for an award of RPEA's costs and attorney fees incurred in connection with obtaining relief in this case.

DATED this 23rd day of August 2019.

LAW OFFICES OF WM. GRANT CALLOW



WM. GRANT CALLOW [ABA 7807062]
Counsel to Plaintiff

Certificate of Service

By my signature below, I certify that on this 23rd day of August 2019, I caused a true and complete copy of the foregoing Second Amended Complaint For Declaratory, Injunctive Restitutionary and Other Relief” to be served upon Jeff Pickett, Assistant Attorney General of the State of Alaska, counsel to Defendant, by email and hand-delivery and on Kevin McKenzie Dilg, Assistant Attorney General of the State of Alaska, counsel to Defendant, by email and U.S mail, first class postage pre-paid and addressed to their respective addresses of record.



Wm. Grant Callow