

UNITED STATES DISTRICT COURT  
DISTRICT OF CONNECTICUT

MARY MESZAROS,	:	Civil Action
	:	
Plaintiff,	:	Case No. 3:23-cv-255
	:	
v.	:	
	:	
ADVANCED RADIOLOGY	:	
CONSULTANTS, LLC DEFINED	:	
BENEFIT PENSION PLAN	:	
AND ADVANCED RADIOLOGY	:	
CONSULTANTS, LLC, PLAN	:	
ADMINISTRATOR,	:	
	:	
Defendants.	:	February 27, 2023

**COMPLAINT**

Plaintiff Mary Meszaros, for her Complaint against Advanced Radiology Consultants, LLC Defined Benefit Pension Plan (the “Plan”), and the Plan’s Administrator, Advanced Radiology Consultants, LLC (“ARC”), states as follows:

**I. NATURE OF ACTION, JURISDICTION AND VENUE**

1. This is a civil action brought under Section 502 of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), 29 U.S.C. § 1132(a), for a declaration of Plaintiff’s rights to receive benefits under the Plan.

2. This Court has subject matter jurisdiction over Plaintiff’s claims pursuant to ERISA, 29 U.S. C. § 1132(a)(1)(B), (e), and (f), and 28 U.S.C. § 1331.

3. Venue properly lies in this District pursuant to 28 U.S.C. §§ 1391(b)(1) and (2) in that at all times material hereto, a substantial part of the events or omissions giving rise to this lawsuit occurred within the State of Connecticut and because

Defendant ARC has its principal place of business located in Shelton, Connecticut, the Plan is administered in this District, and the denial of benefits occurred in this District.

## **II. THE PARTIES**

4. Plaintiff Mary Meszaros is a resident of Westport, Connecticut. She is the widow of Dr. Michael Meszaros (“Dr. Meszaros”), a former member of Defendant ARC and former Plan participant as defined in ERISA, 29 U.S.C. §1002(7). Plaintiff is a beneficiary under the Plan.

5. Defendant Plan is a qualified pension plan established, maintained, and administered by Defendant ARC, a medical practice with offices located in Fairfield, Orange, Shelton, Stamford, Stratford, Trumbull, and Wilton, Connecticut. At all times material hereto, ARC served as the Claim Administrator to review claims to benefits provided under the Plan as provided for by ERISA.

## **III. GENERAL ALLEGATIONS**

### **A. Relevant Plan Provisions**

6. The Plan provides defined pension benefits to Plan participants and eligible beneficiaries.

7. The calculation for determining the Plan’s Normal Retirement Benefit is set forth in Section 4.1 of the Plan and states, in relevant part:

(a) A Participant who terminates employment upon attaining Normal Retirement Age will be entitled to receive normal retirement benefits in the Normal Form determined as follows:

(1) A Member Participant's Accrued Benefit at Normal Retirement Age shall be equal to five percent (5.00%) multiplied by such Participant's Years of Credited Service, not to exceed sixteen (16) times such Participant's Average Annual Compensation.

8. Section 15.19 of the Plan defines "Member" as "an individual with ownership interest in a limited liability company."

9. Section 15.24 of the Plan defines "Participant" as "every Employee or former Employee who has met the applicable participation requirements of Article I."

10. Section 15.1 of the Plan defines "Accrued Benefit" as follows:

The "Accrued Benefit" is the value of the benefits provided under the terms of the Plan to a Participant or Beneficiary. Accrued Benefit under the Plan is a fraction of the Normal Retirement Benefit calculated based on the assumption that the average salary preceding termination equals average salary at retirement. Such fraction being equal to the years to date divided by what the years at retirement would have been had employment continued until retirement, but not taking into account more than 10 credited years.

The normal benefit form shall be a single life annuity beginning as of the first day of the month following the month in which the Participant attains Normal Retirement Age.

The Accrued Benefit may be expressed in a form which is the actuarial equivalent of the normal form of benefit, including the actuarial equivalent present value of benefits provided under the terms of the Plan.

11. Section 15.20 of the Plan defines "Normal Retirement Age" as "the later of the time at which the Participant attains sixty-five (65) years of age or fifth (5th) anniversary after initial participation in the Plan."

12. Section 15.39 of the Plan defines "Participant's Years of Credited Service" as follows:

A "Year of Service for Accrual of Benefits" or "Year of Credited Service" means a Plan Year commencing with the year of Plan entry by a Participant which the Employee had at least one Hour of Service and ending with retirement or termination. If the Participant entered the Plan other than on the first day of the Plan Year, all Hours of Service rendered by the Participant during that Plan Year, whether or not rendered as a Participant, shall be treated as if they were Hours of Service as a Participant and such Participant shall receive credit for a partial year of participation.

13. Section 15.13 of the Plan defines “Final Average Annual Compensation” as follows:

[T]he average of the Participant's Annual Compensation for the 3 consecutive year period ending in the Plan Year in which the Participant's employment terminates. If a Participant terminates employment before the last day of a Plan Year, the Participant's Final Average Annual Compensation may be determined based on the Participant's most recently completed 3 consecutive year period of service, provided that the Annual Compensation for the year in which the Participant terminates is disregarded in determining Final Average Annual Compensation for all other Participants who terminate employment in that year....

**B. The Summary Plan Description**

14. ERISA, as codified in 29 U.S.C. § 1022(a) and regulated pursuant to 29 C.F.R. § 2520.102-2, requires a pension plan to provide plan participants and beneficiaries with a summary plan description (“SPD”), a document providing a thorough and easy to understand summary of the benefit plan.

15. An SPD “shall be written in a manner calculated to be understood by the average plan participant, and shall be sufficiently accurate and comprehensive to reasonably apprise such participants and beneficiaries of their rights and obligations under the plan.” 29 U.S.C. § 1022(a); 29 C.F.R. § 2520.102-2(b).

16. The Plan’s SPD includes language substantially identical to the unambiguous Plan language with respect to the calculation of benefits. The SPD states, in relevant part, as follows:

**BENEFITS UNDER YOUR PLAN**

The amount of your benefits under the Plan depends directly on your Years of Service and Compensation.

1. Normal Retirement Benefit:

(a) A Member Participant's Accrued Benefit at Normal Retirement Age shall be equal to five percent (5.00%) multiplied by such Participant's Years of Credited Service, not to exceed sixteen (16), times such Participant's Average Annual Compensation.

(b) A Non-Member Participant's Accrued Benefit at Normal Retirement Age shall be equal to 0.5% (five tenths percent) multiplied by such Non-Member Participant's Years of Credited Service, not to exceed sixteen (16), times such Participant's Average Annual Compensation.

2. Members are equity owners of the Employer. Non-Members are all employees of the Employer who are not Members.

3. Limitations on Distribution of Benefits

Distributions from the Plan are not permitted EXCEPT in the event of:

(A) Death: Your designated Beneficiary will be entitled to 100% of your Accrued Benefit upon your death.

A Beneficiary is the person who will receive your Accrued Benefit in the event that your Accrued Benefit has not been distributed to you prior to your death....

**C. Background on Plaintiff's Claims**

17. Plaintiff's husband, Dr. Meszaros, commenced employment with ARC on July 1, 2008.

18. Dr. Meszaros was a member of ARC for one year when the Plan was "frozen" in 2015 and placed with a 401k plan.

19. Dr. Meszaros was a Plan Participant within the meaning of ERISA § 3(7), 29 U.S.C. § 1002(7), and under the terms of the Plan.

20. During the time period from July 1, 2009, when the Plan was adopted, through December 31, 2015, the date the Plan was "frozen," Dr. Meszaros was a Participant in the Plan, the last year of which he was a Member as defined therein.

21. Dr. Meszaros passed away unexpectedly on May 2, 2016.

22. In February of 2020, the Plan Administrator notified Plaintiff that the Plan would terminate and that distributions to Plan beneficiaries (including Plaintiff) would be calculated and made pursuant to the express terms of the Plan.

23. By correspondence dated February 7, 2020, the Defendants advised Plaintiff that, according to their calculations, she would be eligible to receive a pension benefit of \$20,800 per year.

24. For purposes of the Plan's benefit calculation under Section 4.1, Dr. Meszaros was a Member Participant with seven years of Credited Service. Pursuant to Section 4.1(a)(1), the Plan benefit was to be determined by multiplying (a) 5% by (b) the years of credited service (7) by (c) the average of the last three years of service (\$260,000). This mathematical calculation results in an annual benefit of \$91,000, instead of the \$20,800 calculated by Defendants.

25. Defendants erroneously calculated Plaintiff's pension benefit by failing to apply the clear and unambiguous language of Section 4.1 of the Plan as further reiterated in the Plan SPD. Specifically, the Plan's benefit calculation erroneously reduced the annual benefit amount by using Dr. Meszaros' years of service as both a Member and a Non-Member and using those sums pro-rata to come to a total sum.

26. Section 4.1 does not state that benefit calculations can or should be made by differentiating between years of service as a Member and as a Non-Member. Section 4.1 expressly states only that, in making the benefit calculation, the Plan must count all years of Credited Service (*i.e.*, all years of service) with the employer and apply that to the appropriate multiple based on the status as Member or Non-Member. Once a

participant achieved the status of Member, the appropriate multiple increased to 5% and under the Plan's unambiguous terms is to be applied to the total years of service.

27. Defendants erroneously calculated the Plan benefits as shown on Exhibit A. Benefits should have been calculated as required by the plain language of the Plan as shown on the attached Exhibit B.

28. In its actions and deliberations regarding its interpretation of the Plan, Defendant ARC, the Plan Administrator, was affected by a significant conflict of interest as it both self-funds the Plan out of its general assets and acts as Administrator determining the sums it must pay.

29. The conflict of interest of ARC in its role as claims Administrator and source of Plan funds vitiates any deference to ARC's decision and mandates application of *de novo* review.

#### **IV. EXHAUSTION OF APPEALS**

30. On October 1, 2020, Plaintiff filed a claim with the Plan Administrator seeking a determination of her rights under the Plan. The claim specifically sought confirmation that Plaintiff's pension benefits should and would be calculated pursuant to the Plan's express provisions, as set forth in Section 4.1 of the Plan and as calculated in Exhibit B hereto.

31. On December 18, 2020, the Plan Administrator denied Plaintiff's claim in full.

32. On February 12, 2021, Plaintiff filed a written appeal of the claim denial to the Plan Administrator.

33. On April 13, 2021, the Plan Administrator denied Plaintiff's appeal, ignoring the plain, unambiguous Plan language and instead citing to its discretion and past practices, contrary to applicable ERISA law.

34. Plaintiff has satisfied her obligation to exhaust internal appeals prior to commencing this action seeking a declaration of her rights under the terms of the Plan.

## **V. CLAIMS FOR RELIEF**

### **Count One – Declaration of Rights Under the Plan**

35. Plaintiff repeats and realleges the allegations of Paragraphs 1 through 34 as if fully set forth herein.

36. ERISA § 502(a)(1)(B), 29 U.S.C. § 1132(a)(1)(B), permits a Plan beneficiary to bring a civil action to recover benefits due to her under the terms of a plan, to enforce her rights under the terms of a plan, and/or to clarify her rights to future benefits under the terms of a plan.

37. The actions of Defendants in interpreting the Plan to include language that does not exist in the Plan or in the SPD violates Plaintiff's rights under ERISA because Defendants inserted a requirement that is not contained in the language of the Plan.

38. In taking the above action, the decision to deny Plaintiff's appeal and to adhere to the erroneous calculation of \$20,800.00 annually in pension benefits was erroneous as a matter of law and inconsistent with the express terms of the Plan.

39. Defendants' conduct was arbitrary and capricious in that their decision to deny benefits and was not supported by substantial evidence in the record.

40. As a direct and proximate result of the aforementioned conduct of Defendants in failing to calculate Plan benefits to Plaintiff in the amount required under



the Plan's terms, Plaintiff has suffered, and will continue to suffer in the future, damages under the Plan.

41. All avenues of appeal have been exhausted and this matter is now properly before this Court for judicial review.

**Count Two - Attorneys' Fees Pursuant to ERISA § 502(g), 29 U.S.C. 1132(g)(1)**

42. Plaintiff repeats and realleges the allegations of Paragraphs 1 through 41 as if fully set forth herein.

43. Defendants have exhibited a significant degree of culpability in reducing Plaintiff's pension benefits as alleged above.

44. The financial condition of the Plan is significantly greater than that of Plaintiff, and it has the ability to pay attorneys' fees in this case.

45. The Court's grant of attorneys' fees in this case to Plaintiff will deter the Defendants from improperly reducing Plan participants' pension benefits in violation of ERISA's provisions, as was done in this case.

WHEREFORE, Plaintiff Mary Meszaros respectfully prays that this Court grant her the following relief:

1. Judgment pursuant to ERISA § 502(a)(1)(B), 29 U.S.C. § 1132(a)(1)(B), and 28 U.S.C. § 2201, finding that the Plan Administrator erroneously calculated Plaintiff's pension benefits under the Plan; reversing the Plan Administrator's determination of Plaintiff's annual pension benefit; ordering the Plan to pay benefits due Plaintiff under the terms of the Plan, as set forth in Exhibit B; and declaring that the Plan Administrator has violated the Plan and ERISA by failing to pay those benefits;
2. An order awarding Plaintiff reasonable attorneys' fees and costs of action, pursuant to ERISA § 502(g)(1), 29 U.S.C. § 1132(g)(1); and
3. Such other appropriate relief as the Court may deem just.

PLAINTIFF  
MARY MESZAROS

By: */s/ Douglas J. Varga*  
Douglas J. Varga (ct18885)

Scott R. Lucas (ct00517)  
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Her Attorneys

**EXHIBIT A**

**Personal Data Used to Calculate Participant's Benefits**

The following information has been used by the Plan in calculating your accrued benefits:

Participant Date of Birth:	03/11/1967
Date of Hire:	07/01/2008
Date of Plan Entry:	07/01/2009
Date of Plan Freeze:	12/31/2015
Credited Years of Services as Non-Member*:	6.00
Credited Years of Services as Member*:	1.00

Historical Highest Consecutive Three-Years Compensation:

2013 Pensionable Compensation**:	255,000.00
2014 Pensionable Compensation**:	260,000.00
2015 Pensionable Compensation**:	265,000.00

Normal Retirement Benefit Formula:

- (a) A Member Participant's Accrued Benefit at Normal Retirement Age shall be equal to five percent (5.00%) multiplied by such Participant's Years of Credited Service not to exceed sixteen (16), times such Participant's Average Annual Compensation.
- (b) A Non-Member Participant's Accrued Benefit at Normal Retirement Age shall be equal to 0.5% (five tenths percent) multiplied by such Non-Member Participant's Year of Credited Service, not to exceed sixteen (16), times such Participant's Average Annual Compensation.

Calculated Yearly Normal Retirement Benefit:

$$((5\%) * 1 + (0.5\%) * 6) * \left( \frac{255,000 + 260,000 + 265,000}{3} \right) = 20,800.00$$

Calculated Monthly Life Annuity:

$$\frac{20,800.00}{12} = 1,733.33 \text{ (rounded to two decimal points)}$$

\*A Member shall refer to an individual with an ownership interest in Advanced Radiology Consultants, LLC.

\*\*Pensionable Compensation is actual compensation limited by IRS Code Section 401(a)(17) for each respective year. Actual Compensation is larger than Pensionable Compensation, but can not be reflected due to IRS rules.

**EXHIBIT B**

**Personal Data Used to Calculate Participant's Benefits**

The following information has been used by the Plan in calculating your accrued benefits:

Participant Date of Birth:	03/11/1967
Date of Hire:	07/01/2008
Date of Plan Entry:	07/02/2009
Date of Plan Freeze:	12/31/2015
Credited Years of Services	7.00

Historical Highest Consecutive Three-Years Compensation:

2013 Pensionable Compensation**:	\$255,000.00
2014 Pensionable Compensation**:	\$260,000.00
2015 Pensionable Compensation**:	\$265,000.00

Normal Retirement Benefit Formula:

A Member Participant's Accrued Benefit at Normal Retirement Age shall be equal to five percent (5.00%) multiplied by such Participant's Years of Credited Service not to exceed sixteen (16), times such Participant's Average Annual Compensation.

Calculated Yearly Normal Retirement Benefit:

$$((5\%) * 7 * (255,000+260,000+265,000 / 3) = \$91,000.00$$

Calculated Monthly Life Annuity:

$$\$91,000.00 / 12 = \$7,583.33 \text{ (rounded to two decimal points)}$$

\* A Member shall refer to an individual with an ownership interest in Advanced Radiology Consultants, LLC.

\*\*Pensionable Compensation is actual compensation limited by IRS Code Section 401(a)(17) for each respective year. Actual Compensation is larger than Pensionable Compensation, but cannot be reflected due to IRS rules.