COMPLAINT TO THE UNITED STATES DEPARTMENT OF LABOR

In the Matter of Violations of the Employee Retirement Income Security Act of 1974, the Labor-Management Reporting and Disclosure Act of 1959, and Section 302(c) of the Labor Management Relations Act by Officers, Trustees, and Senior Staff of SAG-AFTRA in Connection with the Administration and Proposed Merger of the SAG-AFTRA Producers Pension Plan, the AFTRA Retirement Fund, and the SAG-AFTRA Health Plan

Complainant: Peter Antico

Submitted to:

Office of the Solicitor, United States Department of Labor

Office of Labor-Management Standards (OLMS)

Employee Benefits Security Administration (EBSA)

Date: April 26, 2026

I. PARTIES

1. Complainant Peter Antico is a participant and beneficiary of the SAG-AFTRA Producers Pension Plan, the AFTRA Retirement Fund, and the SAG-AFTRA Health Plan (collectively, the "Plans"), and a duly elected member of the SAG-AFTRA Los Angeles Local Board of Directors & currently serves on the SAG-AFTRA National Board of Directors as an alternate. Complainant is also a Member of the Academy of Motion Picture Arts & Sciences.

2. Respondent Duncan Crabtree-Ireland is the National Executive Director of SAG-AFTRA. Duncan is a trustee of the SAG-Producers Pension Plan, the AFTRA Retirement Plan, & the SAG-AFTRA Health Plan.

   He exercises de facto control over plan administration and over the financial information provided to the Plans' Trustees and the National Board.

3. Respondent Greg Hessinger is a former SAG National Executive Director, former AFTRA Executive Director, current President of the AMPTP, current trustee of the SAG-Producers Pension Plan; a senior plan administrator and a named fiduciary who personally benefits from the self-dealing accrual rate structure described in this complaint.

4. Respondent Yeerick Moy is former AFTRA employee, a trustee of both the SAG-Producers Pension Plan and SAG-AFTRA Health Plan; a plan-related official with a conflict of interest in connection with the proposed merger. He approved diverting 15 million dollars of SAG-AFTRA Health Plan capital into AFTRA's Retirement Fund, a nonrelated separate entity violating ERISA statutes.

5. Respondent Bruce Dow was the Chief Executive Officer of SAG-PPHP (SAG Producers Pension and Health Plans) from 2008 until his resignation on 4/30/2012, having worked 28 years at the Plan in various capacities. He served as

the singular information channel between plan administration and the National Board for over a decade.

His identity as the "Dow" referenced in Respondent Crabtree-Ireland's admission is confirmed by the August 23, 2011 whistleblower complaint of Craig E. Simmons, former Executive Director of HR, IT and Risk Management at SAG-PPHP (the "Simmons Complaint"), which quotes Trustee Crabtree-Ireland verbatim on this point and characterizes the arrangement as a breach of ERISA fiduciary duty. Respondent Dow was the subject of a Department of Labor investigation as of February 2011 into self-dealing involving plan insurance commissions directed to his wife's firm.

6. Respondents "Doe Trustees 1 through N" are the named Trustees of the SAG-AFTRA Producers Pension Plan (the "SAG Plan"), the AFTRA Retirement Fund (the "AFTRA Fund"), and the SAG-AFTRA Health Plan (the "Health Plan"), as identified in those Plans' Form 5500 filings.

II. JURISDICTION AND STANDING

7. This complaint is filed pursuant to ERISA § 502(a), 29 U.S.C. § 1132(a); LMRDA § 501(b), 29 U.S.C. § 501(b); and LMRA § 302(c), 29 U.S.C. § 186(c). The Department of Labor has jurisdiction over this matter through EBSA's authority to enforce ERISA Title I; OLMS's authority to enforce LMRDA Title V; and the Wage and Hour Division's authority over jointly administered funds under LMRA § 302(c).

8. Complainant has standing as a plan participant and beneficiary under ERISA § 3(7)–(8), 29 U.S.C. § 1002(7)–(8); as a member of the labor organization whose officers owe fiduciary duties under LMRDA § 501; and as a co-fiduciary and elected board member with direct knowledge of the conduct described herein.

III. FACTUAL ALLEGATIONS

A. Financial Condition of the Plans

9. The SAG Pension Plan is a multiemployer defined-benefit pension plan. As of 2003, the SAG Pension Plan held a funding standard account credit balance of approximately $290 million. The 2023 funding standard account credit balance is $565,482,764.

The SAG Pension Plan's current member benefit accrual rate is 2.0%, reduced from 3.5% on 1/01/2010 because of the 2008 financial crisis. SAG Pension Plan administrative staff accrue benefits at 3.5% — a rate that was never reduced in 2010 when the reduction for participants was enforced. The SAG Pension Plan allows participants to accrue up to $225,000 in earnings per employer, per year, Example: if a SAG member were employed by 5 different employers and earned $225,000 from each employer, a maximum annual accrual would equate to $22,500 in total employer contributions. ($4,500 per employer = 0.02%).

10. The AFTRA Fund is a separate multiemployer defined-benefit pension plan governed by a separate Trust Agreement restated effective January 1, 2017. As of 2003, the AFTRA Fund held a funding standard account credit balance of approximately $8 million — approximately 2.7% of the SAG Plan's balance — a disparity of approximately 36 to 1. The AFTRA Fund's current member accrual rate is 0.73%, with a total annual earnings cap of $200,000 regardless of the number of employers, yielding a maximum annual accrual of approximately $1,460 — less than one-fifteenth of the maximum annual accrual available to SAG Plan participants.

11. Average annual employer contributions per active participant have been SAG Plan $4,576 to $7,032 and AFTRA Fund $2,813 to $4,922. AFTRA Fund costs have historically run at approximately double expected employer contributions, reflecting a chronic structural actuarial deficit.

12. Ninety-Seven percent (97%) of the producer contributions based on Legacy SAG contract earnings historically, funded the SAG Pension & Health plan. Former SAG-AFTRA National Executive Director, David White, created a financial model from thin air without actuarial basis, refused to disclose the data & economic model used to the National Board and split the contributions going into both plans. White gave 57% of earnings to SAG P & H and 43% to AFTRA's Health & Retirement fund. This was a backdoor bailout of AFTRA's Retirement fund. Legacy SAG members' pension contributions were lowered by 43% in addition to losing 1.5% of their historical pension accrual rates. That equates to about 79% of their total employer pension contributions were taken and used to bail out & subsidize AFTRA's retirement fund.

NOTE: AFTRA has not filed their 2024 or 2025 financials.

The AFTRA Retirement Fund Trust Agreement was breached/underfunded in 2025 and did not adhere to the rehabilitation plan required by the Trust agreement. SAG NED, Duncan Crabtree-Ireland, an AFTRA Retirement Fund Trustee, breached his fiduciary duty as an acting Trustee by never informing the SAG-AFTRA National Code of Fair Practices for Network Television Broadcasting (NetCode) contract negotiating committee members that AFTRA's Retirement Fund was in financial trouble when he et al. trustees knew a year in advance.

He committed the same act in 2020 and failed to notify the SAG-AFTRA TV Theatrical negotiating committee that SAG-AFTRA's Health Plan was in financial trouble. Crabtree-Ireland is also a Trustee of SAG's Health Plan. Ireland's actions evidence a pattern of fiduciary breaches. As a direct result of Crabtree-Ireland's actions, 8200 senior performers were removed from their lifetime medical coverage.

Rather than modifying the benefits of AFTRA's Retirement Fund the plan Trustees illegally diverted 15 million dollars earmarked for SAG-AFTRA's Health Plan into AFTRA's Retirement Fund. Instead of splitting the employer contributions to both the SAG-AFTRA Heath Plan & AFTRA Retirement Fund equally honoring the historical custom & practice, one hundred percent of

employer contributions were diverted into solely the AFTRA Retirement Fund, to the financial detriment of SAG-AFTRA's Health Plan.

B. The 2003 Mercer Feasibility Study and Its Suppression

13. In March 2003, the SAG Plan Trustees commissioned Mercer Human Resource Consulting ("Mercer") to conduct a professional actuarial feasibility study of a potential merger between the SAG Plan and the AFTRA Fund (the "Mercer Report").

14. The Mercer Report found that a merger would cause SAG participants to subsidize AFTRA Fund participants and would result in benefit reductions for all participants.

15. Based on the Mercer Report, the Management Trustees formally concluded: "Management trustees have concluded that it is not in the best interest for plan participants to consolidate the SAG Producers Pension and Health Plans with AFTRA Health and Retirement Plans because it would result in a diminution in benefits and an increase in administration costs."

16. On April 8, 2003, attorney Sheldon Kasdan delivered a confidential legal memorandum to the SAG Trustees (the "Kasdan Memorandum") concluding that the proposed merger was NOT in the best interests of SAG Plan participants for the same reasons identified in the Mercer Report.

17. Neither the Mercer Report, the Management Trustees' formal conclusion, nor the Kasdan Memorandum has ever been disclosed to the current SAG-AFTRA National Board.

C. The Proposed 2026 Merger

18. On or about 2025 and 2026, Respondent Crabtree-Ireland and the Plan Trustees began advancing a proposal to merge the SAG Pension Plan and the AFTRA Retirement Fund (the "Proposed Merger"). The National Board is being asked to approve this merger without having been provided the Mercer Report, the Management Trustees' 2003 conclusion, or the Kasdan Memorandum.

D. Admission of Intentional Suppression of Information

19. Respondent Crabtree-Ireland has acknowledged: "No one on the board knows anything that goes on at the plans except what Dow reports to them." This admission is documented in writing in the Simmons Complaint (August 23, 2011), in which Craig Simmons reported to all 36 Trustees that when he posed a question about fiduciary oversight to Trustee Crabtree-Ireland, "he reported to me 'that no one on the Board knows anything that goes on at the Plans, except for what Dow reports to them.'" Simmons stated in the same complaint: "This can hardly be the proper level of Fiduciary oversight, and, in fact, would be considered a breach of the fiduciary duty required by ERISA." The admission is thus not merely recent; it was documented fifteen years ago, raised directly to Trustees including Crabtree-Ireland, and no corrective action was ever taken. The National Board's access to plan financial information remains entirely dependent

on a single staff intermediary, rendering the Board structurally unable to exercise independent oversight required of fiduciaries under ERISA § 404 and of officers under LMRDA § 501.

20. Under LMRDA § 501(a), 29 U.S.C. § 501(a), officers of a labor organization "shall occupy positions of trust in relation to such organization and its members as a group" and have the duty to hold the organization's money and property "solely for the benefit of the organization and its members and to manage, invest, and expend the same in accordance with its constitution and bylaws." Structuring the information flow to the National Board so that members receive only what a single staff employee chooses to disclose violates the officers' fiduciary obligations of transparency and accountability.

E. The $15 Million Diversion of Health Plan Assets

21. SAG-AFTRA received approximately $15 million in proceeds under a contract known as the NetCode agreement. Those proceeds were contractually designated and earmarked for the SAG-AFTRA Health Plan.

22. Instead of being applied to the Health Plan, the $15 million was diverted and used to provide a financial bailout to the AFTRA Retirement Fund — a legally separate entity with its own Trust Agreement, its own Trustees, and its own separate beneficiary class.

23. This diversion was not authorized by the Health Plan's governing documents, was not disclosed to Health Plan participants, constituted commingling of funds between legally distinct plans, and violated ERISA § 403(c)(1) and LMRA § 302(c)(5)'s requirement that jointly-administered funds be operated "for the sole and exclusive benefit of the employees."

24. If made knowingly and without authorization, this diversion may constitute embezzlement of union or plan funds under LMRDA § 501(c), 29 U.S.C. § 501(c), and theft from an employee benefit plan under 18 U.S.C. § 664.

F. Self-Dealing: Differential Benefit Accrual Rates

25. The plans administrative staff have accrued benefits at a rate of 3.5% while SAG Plan members accrue benefits at a rate of 2.0%. The staff rate was not reduced when the member rate was reduced on 1/01/2010 from 3.5% to 2%, and the disparity has persisted for over sixteen years.

The SAG Pension Plan Trustees represented to members in 2009 that the accrual rate would be lowered on 1/01/2010 and restored to 3.5% once the plan's funding ratio achieved 85% for ten consecutive years; that benchmark was not met however the stock market went from 13,500 to low of 6469 in 2008. The DOW went up to 16,576 in 2013 to the current number of 49,167.79 on 4/27/2026. Up over 250% since SAG Pension Plan members' accrual rate was lowered from 3.5% to 2%. An increase of over 3000 points over the high before the 2008 crash.

It has never been raised to its historical norm of 3.5%. This act appears to be self-dealing designed to protect the plan administrators & employees' pension benefits over member benefits. The SAG accrual rate should have been raised to 3.5% when the market was at 16,576. The AFTRA Fund's current member accrual rate is 0.73% — less than one-quarter of the SAG Plan member rate and less than one-fifth of the staff rate.

Based on the 2026 WGA ratified agreement historical pattern bargaining a Proposed Merger must raise the AFTRA Fund's member rate up to 2.0% to match the reduced SAG Plan member rate, while leaving administrative staff at 3.5%, compounding the self-dealing.

26. The individuals who accrue benefits at the 3.5% staff rate include Respondent Duncan Crabtree-Ireland, and other personnel who control plan operations and financial information. This constitutes self-dealing prohibited by ERISA § 406(b) and inconsistent with the LMRDA § 501(a) duty to manage plan assets "solely for the benefit of the organization and its members."

G. Deceptive Pre-Merger Restructuring of the AFTRA Fund

27. On December 1, 2025, immediately preceding the proposed merger vote, the AFTRA Retirement Fund's benefit formula was changed from a contribution-based structure to an earnings-based structure to make AFTRA's Retirement Fund appear more like the SAG Pension & Health Plan. This change reduces the apparent employer obligations triggered under the Pension Protection Act of 2006 in a merger scenario, making the AFTRA Fund appear more financially viable in pre-merger projections than it actually is. This material change was not disclosed to the SAG-AFTRA National Board.

H. Conflicts of Interest

28. Respondent Hessinger is the current AMPTP President and a former SAG National Executive Director who previously worked as AFTRA Executive Director, and accrued benefits under the AFTRA Retirement Fund. He has a direct personal financial interest in the bailout and merger of the AFTRA Fund independent of his administrative role, which has not been disclosed to the National Board or to plan participants. His participation in any merger-related fiduciary decision without full disclosure and recusal constitutes a prohibited transaction under ERISA § 406(b).

29. Respondent Moy previously worked at AFTRA, now works for Sony Pictures, and currently serves as an AMPTP employer Trustee. He has a vested personal financial interest in the bailout and merger of the AFTRA Retirement Fund as a current AMPTP employee insofar a merger of the SAG Pension Plan & AFTRA retirement fund would dramatically lessen the financial liabilities of the AMPTP in regard to covering the merged plans financial deficits. This conflict has not been disclosed to the National Board or to plan participants, in violation of ERISA's co-fiduciary provisions and LMRDA § 501's duty of transparency.

I. Harm to Senior Performers

30. Senior performers (65+ taking their pensions) cannot count their residual earnings - only sessional earnings are counted - toward the $28,090 amount required to qualify for the SAG-AFTRA Health Plan. Senior Performers earning more than $28,090 in annual residuals are excluded from the SAG-AFTRA Health Plan despite the fact seniors are required to pay higher union dues & taxes on elevated residual earnings. This threshold has not been reviewed by the National Board, which has not been given meaningful access to plan policy decisions, and effectively eliminates health coverage for senior working performers.

J. Prior ERISA Enforcement Actions and Documented Pattern of Institutional Misconduct

31. A prior ERISA action filed by former SAG President Ed Asner et al. against the SAG-AFTRA Health Plan Trustees was settled for $20.6 million, to the benefit of Senior Performers confirming a documented history of fiduciary misconduct in the administration of these Plans.

32. The Simmons Complaint (August 23, 2011) documents additional prior misconduct under Respondent Dow's tenure as CEO of SAG-PPHP, including: (a) a self-dealing insurance arrangement in which Dow's wife Sharman Dow received substantial commissions from the Plans as its account executive at USI Insurance — a matter that was already the subject of a Department of Labor investigation in February 2011 and that constitutes a prohibited transaction under ERISA § 406(b); (b) the payment of over $700,000 to Dow's brother-in-law Michael Bugbee for alleged newsletter production, with Bugbee accruing plan pension credits despite not working at the Plans, while his wife simultaneously double-billed the Plans as an independent contractor; (c) the embezzlement of $5 to $7.5 million from the Plans by Nader Karimi, who reported directly to Dow, during which Dow spent nearly $50 million in Plan funds on IT with minimal accountability; and (d) Dow's personal use of Plan funds for home relocations, Plan employees for household services, and Plan resources for personal religious activities and vendor solicitations. Simmons further reported that Dow told him not to speak to the Board or the DOL about these matters — an instruction to suppress information from both the Board and federal regulators that mirrors the conduct described in this complaint.

AFTRA Embezzlement

Robert Cataldo, AFTRA Finance Director, embezzled $1.36 million in 2004. Enrico “Rick“ Rubano, former co-head of information technology at AFTRA Health and Retirement Fund, and vendor Shivanand Maharaj, were arrested in January 2017 for stealing approximately $3.4 million between 2009 - 2015 via a false invoicing scheme.

33. Taken together, the Ed Asner settlement, the 2011 DOL investigation, the Karimi embezzlement, the two AFTRA embezzlements noted in 2004 & 2017, and the current conduct described in this complaint establish a pattern of institutional misconduct at these Plans spanning more than fifteen years, in which plan assets have been systematically diverted to benefit insiders, material information has been suppressed from Trustees and regulators, and participants have absorbed the financial consequences.

K. Corroborating Evidence: The 2012 AFTRA Plan Trustees' Statement and Declaration of Robert Carlson

34. In February 2012, when the merger of SAG and AFTRA was first proposed, the Board of Trustees of the AFTRA Health and Retirement Funds issued a formal public statement challenging legal opinions that had been cited claiming there were "no legal impediments to merging the plans." The AFTRA Plan Trustees stated: "The Board of Trustees did not request or authorize this opinion of Fund co-counsel and had no prior knowledge of this letter before reading the posting on the websites. Although there is no doubt that planned mergers are legally permissible in appropriate circumstances, the merger of pension and health funds as large and divergent as the SAG and AFTRA plans raise complex and unique financial, legal and benefit issues which can only be addressed through a comprehensive analysis performed by the funds." This statement — issued by the AFTRA plan fiduciaries themselves — established as of 2012 that comprehensive actuarial and financial analysis is required before any merger of these plans can responsibly be approved. No such comprehensive analysis has been provided to the National Board in advance of the 2026 merger vote.

35. On March 9, 2012, Robert Carlson — a former SAG Vice President, former National Board member, and Trustee of the SAG-Producers Pension and Health Plans for approximately seven years — submitted a sworn declaration in federal court in Martin Sheen et al. v. Screen Actors Guild, Case No. CV 12-01468 SJO (C.D. Cal.) (the "Carlson Declaration"), in support of a motion for preliminary injunction seeking to halt the same proposed merger. In his declaration, executed under penalty of perjury, Carlson stated: (a) that SAG fiduciaries had "not honestly and fairly disclosed the truth about the impact of a merger on SAG member benefits"; (b) that "no one contacted me, asked for my input and at no time was any kind of actuarial analysis done"; (c) that SAG's assertion that lawyers "concluded unequivocally" that a merger "would only benefit Plan participants" was "patently untrue," and that "[n]ot one lawyer could or did state unequivocally that member benefits 'would only benefit' from a merger"; (d) that the SAG plan holds "$242,000,000 in reserve to cover senior lifetime health costs while AFTRA has none," and that if those reserves were grouped together, "this would reduce the amount available to SAG members and result in a loss of benefits"; and (e) that the pre-merger steps required by the SAG Constitution (Appendix I) had "not been taken" and that members were never told of this failure. The Carlson Declaration corroborates the findings of the Mercer Report, the Kasdan Memorandum, and the Management Trustees' 2003 formal conclusion, and confirms — from the testimony of a plan Trustee under oath — that the merger was advanced through materially false representations, without

required actuarial analysis, and with predictable harm to SAG member health benefits.

36. **A. The facts demonstrate on all these plans; there are more employees of the union appointed and serving as union trustees than there are members as union trustees. Currently, on both the SAG Pension Plan and the SAG-AFTRA Health Plan, there are four (4) union employees (Duncan Crabtree-Ireland, John Maguire, Ariana Ozzanto, Ray Rodriguez) representing approximately 600 union employee participants, and 14 union member trustees representing approximately 55,000 member participants.**

B. Several trustees serve on two or three boards. This demonstrates a conflict of interest and material breach of a trustee's fiduciary duty. One cannot serve two masters. How can a trustee bound to his/her fiduciary duty to do what is best for the SAG Pension Plan also do what is best for the AFTRA Retirement Fund when a decision advantages one plan over another?

Union Staff:

- Duncan Crabtree–Ireland: all three boards

- John T Maguire: SAG PP & the SAG-AFTRA Health Plan

- Ray Rodriquez: SAG PP & SAG-AFTRA Health Plan

- Arianna Ozzanto: SAG PP & SAG-AFTRA Health Plan

Union Members Serving on More Than One of the 3 Boards:

AFTRA Retirement Fund & SAG-AFTRA Health Plan:

Tracee Wilkins

David Hartley-Margolin

Lynne Lambert

Sally Stevens

Colleen Williams

SAG Pension Plan & SAG-AFTRA Health Plan:

Michelle Hurd

David Jolliffe

Amy Aquino

Jim Bracchitta

John Carter Brown

Barry Gordon

Richard Masur

Michael Pniewski

Linda Powell

Ned Vaughn

AMPTP Trustees:

AFTRA Retirement Fund, SAG-Producers Pension Plan, and SAG-AFTRA Health Plan:

Marc Sandman

Sheldon Kasdan

AFTRA Retirement Fund and SAG-AFTRA Health Plan:

Keith Gorham

C. **When the members' accrual rate was slashed to 2% while union employees were left at 3.5% effective 1/1/2010, some or all of the 18 SAG-Producers Pension Plan Producer Trustees would have had to vote in favor, making the union employees beholden for this superior benefit to the employers with whom they negotiate members' union contracts - a blatant conflict of interest that is not beneficial to the union members and breaking their fiduciary duty to those members, a violation of ERISA.**

D. **The SAG-Producers Pension & Health Plan was formed in 1961 for the benefit of all the performers within SAG. From the very beginning, all of SAG employees were included on the Health Plan. The following groups of employees were added to the SAG pension plan afterwards:**

1988: SAG Pension Plan employees

2004: SAG Office employees

2007: SAG-Producers Industry & Cooperative Fund Members

2007: SAG Foundation employees

The members are being left behind while the employees are grifted with higher retirement benefits due to their much higher accrual rates and higher benefit retirement caps which are adjusted annually on January 1, while members receive no yearly COLA increase, lower retirement age without penalty, etc." Member benefit cap is $96,000. Current Union Staff benefit cap is $290,000. Self-dealing. Staff pension payout formula is based upon 5 years of best consecutive earnings. (last 5 years) Members payout is based upon total earnings up to the $96,000 cap. Far inferior to Union Employees. The evidence portends SAG-AFTRA has been co-opted and run by the staff for the benefit of the staff within a legal charter that is structured as a "Member Run Union".

IV. CLAIMS FOR RELIEF

COUNT I

Breach of Duty of Loyalty

ERISA § 404(a)(1)(A), 29 U.S.C. § 1104(a)(1)(A)

32. Complainant realleges and incorporates by reference paragraphs 1 through 31.

33. Respondents violated ERISA § 404(a)(1)(A) by diverting $15 million in Health Plan assets to the AFTRA Fund; maintaining a differential accrual structure that diverts plan actuarial reserves to benefit staff at the expense of participants; and advancing a merger that independent professional analysis concluded would reduce SAG Plan participant benefits.

COUNT II

Breach of Duty of Prudence

ERISA § 404(a)(1)(B), 29 U.S.C. § 1104(a)(1)(B)

34. Complainant realleges and incorporates by reference paragraphs 1 through 33.

35. Respondents violated ERISA § 404(a)(1)(B) by advancing the Proposed Merger without disclosing the Mercer Report, the Kasdan Memorandum, the Management Trustees' 2003 conclusion, or the February 2026 benefit formula restructuring to the National Board or to plan participants, and by structuring plan governance to prevent independent fiduciary oversight.

COUNT III

Unlawful Diversion of Plan Assets

ERISA § 403(c)(1), 29 U.S.C. § 1103(c)(1)

36. Complainant realleges and incorporates by reference paragraphs 1 through 35.

37. Respondents violated ERISA § 403(c)(1) by diverting $15 million in Health Plan assets designated for Health Plan participants to the AFTRA Fund, a legally distinct plan with separate Trustees and separate beneficiaries.

COUNT IV

Prohibited Self-Dealing

ERISA § 406(b), 29 U.S.C. § 1106(b)

38. Complainant realleges and incorporates by reference paragraphs 1 through 37.

39. Respondent Crabtree Ireland and other plan administrators who control plan governance while accruing benefits at the 3.5% staff rate have engaged in per se prohibited self-dealing under ERISA § 406(b)(1) and (2).

COUNT V

Violation of Merger Protections

ERISA § 208, 29 U.S.C. § 1058

40. Complainant realleges and incorporates by reference paragraphs 1 through 39.

41. Respondents violated ERISA § 208 by advancing a merger that the actuarial and legal record establishes would result in benefit reductions for SAG Plan participants, in contravention of the requirement that each participant receive a post-merger benefit equal to or greater than the pre-merger benefit.

COUNT VI

Failure to Comply with Plan Documents

ERISA § 404(a)(1)(D), 29 U.S.C. § 1104(a)(1)(D)

42. Complainant realleges and incorporates by reference paragraphs 1 through 41.

43. Respondents violated ERISA § 404(a)(1)(D) by taking actions contrary to AFTRA Retirement Fund Trust Agreement Articles 5.4 (exclusive benefit), 6.8 (standard of care), and 11.4(b) (merger protections), including diverting plan assets and advancing a merger that would reduce member benefits below the pre-merger level.

COUNT VII

Breach of LMRDA Officer Fiduciary Duty

LMRDA § 501(a), 29 U.S.C. § 501(a)

44. Complainant realleges and incorporates by reference paragraphs 1 through 43.

45. Respondent Crabtree-Ireland and the named officer-Trustees violated their LMRDA § 501(a) fiduciary duties by failing to hold plan money and property solely for the benefit of the organization and its members; by structuring information flows to exclude the National Board from independent plan oversight; and by advancing a merger that professional analysis has concluded would harm SAG Plan participants.

COUNT VIII

Violation of LMRA Joint Fund Requirements

LMRA § 302(c)(5), 29 U.S.C. § 186(c)(5)

46. Complainant realleges and incorporates by reference paragraphs 1 through 45.

47. Respondents violated LMRA § 302(c)(5) by operating the jointly administered trust funds other than for the sole and exclusive benefit of the covered employees, including through the $15 million diversion and the self-dealing accrual structure.

V. PRAYER FOR RELIEF

WHEREFORE, Complainant Peter Antico respectfully requests that the Department of Labor:

(a) Open formal coordinated investigations under ERISA, LMRDA, and LMRA into the conduct described in this complaint, through EBSA, OLMS, and the Office of the Solicitor;

(b) Immediately enjoin or suspend the Proposed Merger between the SAG Plan and the AFTRA Fund pending the outcome of those investigations;

(c) Issue civil investigative demands for all plan financial records, actuarial reports, Trustee meeting minutes, and merger-related communications from January 1, 2020, through the present;

(d) Require immediate disclosure to all plan participants and beneficiaries of the Mercer Report, the Kasdan Memorandum, the Management Trustees' 2003 conclusion, and the February 2026 benefit formula restructuring, prior to any merger vote;

(e) Bring civil enforcement action under ERISA § 502(a)(2) for breach of fiduciary duty, seeking restoration of plan assets and removal of breaching fiduciaries;

(f) Investigate the $15 million fund diversion for potential criminal referral to the Department of Justice under 18 U.S.C. § 664 and LMRDA § 501(c);

(g) Investigate and sanction all undisclosed conflicts of interest involving Respondents Hessinger, Crabtree Ireland, Moy, and any other plan fiduciary with an adverse interest;

(h) Assess civil monetary penalties under ERISA § 502(l), 29 U.S.C. § 1132(l);

(i) Direct the establishment of an independent information channel to the National Board that is not filtered through the NED or any single staff intermediary; and

(j) Grant such other and further relief as the Department deems appropriate to protect plan participants and beneficiaries from ongoing harm.

VI. SUPPORTING DOCUMENTS

The following documents are available in support of this complaint:

1. Mercer Human Resource Consulting Feasibility Study (March 2003)

2. Kasdan Memorandum (April 8, 2003)

3. Management Trustees' Summary of Mercer Report Conclusions

4. AFTRA Retirement Fund Restated Agreement and Declaration of Trust (effective January 1, 2017), with Amendment No. 1 (February 2017)

5. Peter Antico, "2026 Pension Merger Deception" (narrative analysis)

6. Documentation of the $15 million NetCode fund diversion

7. Craig E. Simmons Whistleblower Complaint to SAG-PPHP Board of Trustees (August 23, 2011), documenting: the verbatim Crabtree-Ireland admission regarding Board information suppression; the Dow/USI insurance self-dealing that was under DOL investigation in 2011; the Karimi embezzlement ($5–$7.5 million); and Dow's instruction to withhold information from both the Board and the DOL
8. AFTRA Health Plan Summary Plan Description (2011–2012 excerpt), documenting AFTRA participant premium obligations and plan structure, establishing the structural and financial inferiority of the AFTRA plans relative to the SAG plans
9. AFTRA Health and Retirement Funds Board of Trustees Public Statement (February 2012), confirming that the AFTRA plan trustees themselves stated that "the merger of pension and health funds as large and divergent as the SAG and AFTRA plans raise complex and unique financial, legal and benefit issues which can only be addressed through a comprehensive analysis performed by the funds" — direct acknowledgment by AFTRA plan fiduciaries in 2012 that comprehensive analysis was required before any merger could responsibly be approved.
10. Reply Declaration of Robert Carlson in Support of Motion for Preliminary Injunction, Martin Sheen et al. v. Screen Actors Guild, Case No. CV 12-01468 SJO (C.D. Cal., executed March 9, 2012), in which a former SAG Trustee of approximately seven years declared under penalty of perjury: that no actuarial analysis was performed and no trustee was consulted; that SAG fiduciaries did not honestly disclose the merger's impact on member benefits; that the SAG plan held $242 million in reserve for senior lifetime health costs while AFTRA held none; that merging those reserves would reduce benefits available to SAG members; and that the pre-merger steps required by the SAG Constitution were never taken.
11. AFTRA Trust Agreement (2017)

VII. VERIFICATION

I, Peter Antico, declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed on April 26, 2026.

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Peter Antico

SAG-AFTRA National Board Member/Alternate

SAG-AFTRA Los Angeles Local Board Member

Member, Academy of Motion Picture Arts & Sciences