

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

LISA GUILLES,	:	CIVIL ACTION
	:	NO. 00-5029
Plaintiff,	:	
	:	
v.	:	
	:	
METROPOLITAN LIFE INSURANCE CO,	:	
	:	
Defendants.	:	

Memorandum and Order

AND NOW, this **13th** day of **February, 2002**, upon consideration of defendant's motion for summary judgment (doc no. 31) and plaintiff's response in opposition to motion for summary judgment (doc. no. 33), it is hereby **ORDERED** that the defendant's motion for summary judgment (doc. no. 31) is **GRANTED**. The court's order is based on the following reasoning:

Plaintiff is a participant in an ERISA qualified long-term disability plan. Metropolitan Life Insurance Company (hereinafter "MetLife"), as the plan administrator, denied plaintiff benefits under the plan. Plaintiff has brought this action seeking payments of the benefits claimed to be owed under the plan. MetLife claims that it is not a proper part in this action because only the plan may be sued to recover payments of benefits. Before the court is MetLife's motion for summary judgment.

ERISA provides the statutory authority for a participant to bring an action to recover benefits under a benefits plan:

(a) A civil action may be brought (1) by a participant or beneficiary . . . (B) to recover benefits due to him under the terms of his plan, to enforce his rights under the terms of the plan, or to clarify his rights to future benefits under the terms of the plan.

29 U.S.C. § 1132(a)(1)(B). ERISA also provides, in relevant part:

Any money judgment under this title against an employee benefit plan shall be enforceable only against the plan as an entity and shall not be enforceable against any other person unless liability against such person is established in his individual capacity under this title.

29 U.S.C. § 1132(d)(2).

In construing a statute, the task of the court is to determine whether the language of the Congressional enactment has a "plain and unambiguous meaning with regard to the particular dispute in the case." Robinson v. Shell Oil Co., 519 U.S. 337, 340, 117 S. Ct. 843, 846, 136 L. Ed.2d 808, 813 (1997). If so, the court must give the language full effect and "enforce it according to its terms," unless doing so would produce an absurd result. Hartford Underwriters Ins. Co. v. Union Planters Bank, N.A., 530 U.S. 1, 6, 120 S. Ct. 1942, 1947, 147 L. Ed.2d 1, 7 (2000).

The language of §§ 1132(a)(1)(B) and 1132(d), read together, clearly and unambiguously provides that the plan is the

only entity against whom claims for benefits under the plan may be brought. See Gelardi v. Pertec Computer Corp., 761 F.2d 1323, 1324-25 (9th Cir. 1985). Since in this case, plaintiff seeks to hold an entity other than the plan liable for the payment of benefits, the defendant's motion for summary judgment should be granted.¹

Plaintiff cites the Third Circuit's decision in Curcio v. John Hancock Mut. Life Ins., Co., 33 F.3d 226 (3d Cir. 1994), for the proposition that under Third Circuit law, a fiduciary to a plan may be required to pay benefits to a plan participant. Curcio involved a suit against the plan administrator to collect benefits under an ERISA plan. 33 F.3d at 229. In that case, the plaintiff claimed that the plan administrator had made

1. Although the statutory authority seems clear, courts have split in their analysis of whether a plan administrator may be liable for benefits under § 1132(a)(1)(B). Compare Neuma Inc. v. AMP, Inc., 259 F.3d 864, 872 n.4 (7th Cir. 2001) ("ERISA permits suits to recover benefits only against the Plan as an entity"); Lee v. Burkhardt, 991 F.2d 1004, 1009 (2d Cir. 1993) (citing Gelardi); Constantine v. American Airlines Pension Benefit Plan, 162 F. Supp. 2d 552, 559 n.5 (N.D. Texas 2001) (noting that the Fifth Circuit has not addressed this issue and citing district courts in the circuit finding "that the plan is the only proper party in a suit to recover benefits under § 1132(a)(1)(B)") with Hamilton v. Allen-Bradley Co., Inc., 244 F.3d 819, 824 (11th Cir. 2001) (noting that § 1132(a)(1)(B) "confers a right to sue the plan administrator for recovery of benefits"); Hall v. LHACO, Inc., 140 F.3d 1190, 1196 (8th Cir. 1998) (determining plan administrator is a proper party); Taft v. Equitable Financial Co., 9 F.3d 1469, 1471 (9th Cir. 1993) (same); Daniel v. Eaton Corp., 839 F.2d 263, 266 (6th Cir. 1988) (noting that the proper party in an ERISA action is the party that "is shown to control the administration of the plan")

misrepresentations to the plaintiff (and other plan participants) concerning certain benefits under the plan. See id.

The Third Circuit found that since the plan administrator exercised discretion over the administration of the plan and managed its assets, the administrator of the plan, under the facts of that case, satisfied the statutory definition of a fiduciary. See id. at 234. As a fiduciary, therefore, the plan administrator could be held liable under ERISA for making affirmative misrepresentations. See id. at 235. The court concluded that under § 1132(A)(3)(B), the section of ERISA which authorizes claims to pursue equitable relief against a fiduciary of a plan, plaintiff was entitled to proceed against the plan administrator for an action under the theory of equitable estoppel. See id. at 238.²

Curcio is distinguishable. One, Curcio involved a claim against a plan administrator for equitable relief pursuant to theories of equitable estoppel under 29 U.S.C. § 1132(a)(3)(B) and breach of fiduciary duty under 29 U.S.C. § 1109. The instant case involves a claim for monetary damages under § 1132(a)(1)(B). Two, Curcio, involved allegations that the plan administrator was

2. The plaintiff also argued that the plan administrator was liable under a breach of fiduciary duty theory under 29 U.S.C. § 1109. See id. at 238. The court concluded that this "alternative argument provid[es] additional support for our conclusion that [the plan administrator] is liable to [the plaintiff]." Id. at 238-39.

a fiduciary and had breached its duty. The instant claim does not allege any breaches of duty on the part of the plan administrator. Therefore, Curcio stands for the proposition, not applicable here, that a plan administrator who breaches its fiduciary duty may be sued under § 1132(a)(3)(B) under the theory of equitable estoppel or under § 1109 for breach of fiduciary duty.³

3. Nevertheless, several district courts in the Eastern District of Pennsylvania have held that a plan administrator may be liable for a recovery of benefits under § 1132(a)(1)(B). See Cimino v. Reliance Standard Life Ins. Co., Civ. A. No. 00-2088, 2001 U.S. Dist. LEXIS 2643, at *8 n.2 (E.D. Pa. March 12, 2001); Moore v. Hewlett-Packard Co., Civ. A. No. 99-2928, U.S. Dist. LEXIS 4437, at *13-14 (E.D. Pa. April 6, 2000); Vaughn v. Metropolitan Life Ins. Co., 87 F.Supp. 2d 421, 425 (E.D. Pa. 2000); Parelli v. Bell Atlantic-Pennsylvania, Civ. A. No. 98-3392, U.S. Dist. LEXIS 17868, at *12 (E.D. Pa. Nov. 19, 1999); Welch v. Corestates Financial Corp., Civ. A. No. 98-3533, U.S. Dist. LEXIS 8406, at *11-12 (E.D. Pa. June 1, 1999). This view is not unanimous, though, and several courts have held that, based on the plain language of the statute, plan administrators are not proper parties to actions for a recovery of benefits under § 1132(a)(1)(B). See Smith v. Prudential Health Care Plan, Civ. A. No. 97-891, U.S. Dist. LEXIS 14216, at *9 (E.D. Pa. Sept. 9, 1997); Reinert v. Giorgio Foods, Inc., 1997 U.S. Dist LEXIS 9090, at *11-13 (E.D. Pa. June 25, 1997); Blahuta-Glover v. Cyanamid LTD Plan, Civ. A. No. 95-7068, 1996 U.S. Dist. LEXIS 5786, at *9 (E.D. Pa. April 29, 1996).

Since the statutory mandate is clear, and Curcio does not apply, summary judgment is appropriate for the defendant. Thus, defendant's motion for summary judgment is granted.

AND IT IS SO ORDERED.

EDUARDO C. ROBRENO, J.