

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

CORAZON WALKER : CIVIL ACTION
 :
 v. :
 :
 AETNA LIFE INSURANCE COMPANY : NO. 98-5154

MEMORANDUM AND ORDER

HUTTON, J.

February 18, 1999

Presently before the Court are Defendant Aetna Life Insurance Company's Motion to Dismiss (Docket No. 3) and Plaintiff Corazon Walker's reply (Docket No. 4). For the reasons stated below, the Defendant's Motion is **GRANTED**.

I. BACKGROUND

The Plaintiff, Corazon Walker, alleged the following facts in her complaint. Colonial Penn Group, Inc. employed Walker as a clerical worker in their Homeowners Department. Under a policy between Colonial and Defendant Aetna Life Insurance Company, Aetna provided disability insurance coverage to Walker.

In 1974, Walker sprained her back while lifting. Over the next couple of years, she experienced shoulder pain, shortness of breath, and high blood pressure. She reported her condition to Colonial and stopped working on July 7, 1983.

Beginning January 8, 1984, Aetna granted Walker long term disability benefits in the amount of \$407.67 per month. Aetna

continued to pay these benefits over the next decade. In a letter dated June 13, 1994, however, Defendant terminated Walker's benefits. In the letter, Defendant explained that Walker was no longer eligible for benefits because she was "capable of performing reasonable work."

Subsequently, on July 31, 1998, Plaintiff filed a complaint in the Court of Common Pleas of Philadelphia County. Plaintiff alleges that Aetna improperly terminated her benefits. The complaint has three counts: (1) breach of contract - Count I; (2) bad faith - Count II; and (3) unfair trade practice - Count III. The complaint seeks an injunction, compensatory damages, punitive damages, and three times Plaintiff's actual damages. Defendant removed the case to federal court. On September 31, 1998, Defendant filed the instant motion to dismiss.

II. STANDARD

Federal Rule of Civil Procedure 8(a) requires that a plaintiff's complaint set forth "a short and plain statement of the claim showing that the pleader is entitled to relief." Fed. R. Civ. P. 8(a)(2). Accordingly, the plaintiff does not have to "set out in detail the facts upon which he bases his claim." Conley v. Gibson, 355 U.S. 41, 47 (1957). In other words, the plaintiff need only to "give the defendant fair notice of what the plaintiff's claim is and the grounds upon which it rests." Id.

When considering a motion to dismiss a complaint for failure to state a claim under Federal Rule of Civil Procedure 12(b)(6),¹ this Court must "accept as true the facts alleged in the complaint and all reasonable inferences that can be drawn from them." Markowitz v. Northeast Land Co., 906 F.2d 100, 103 (3d Cir. 1990). The Court will only dismiss the complaint if "'it is clear that no relief could be granted under any set of facts that could be proved consistent with the allegations.'" H.J. Inc. v. Northwestern Bell Tel. Co., 492 U.S. 229, 249-50 (1989) (quoting Hishon v. King & Spalding, 467 U.S. 69, 73 (1984)).

III. DISCUSSION

In its motion to dismiss, Defendant contends that Plaintiff's claims are preempted by ERISA. Section 502(a)(1)(B) of ERISA provides the exclusive civil enforcement mechanism for beneficiaries to recover benefits from a covered employee benefit plan. See 29 U.S.C. § 1132(a)(1)(B) (1994); Metropolitan Life Ins. Co. v. Taylor, 481 U.S. 58, 62-63 (1987). ERISA preempts all state laws insofar as they "relate to" an employee benefit plan under ERISA. See id. § 1144(a). A state law or common law cause of

¹ Rule 12(b)(6) states as follows:

Every defense, in law or fact, to a claim for relief in any pleading . . . shall be asserted in the responsive pleading thereto if one is required, except that the following defenses may at the option of the pleader be made by motion: . . . (6) failure to state a claim upon which relief can be granted

Fed. R. Civ. P. 12(b)(6).

action relates to a benefit plan if it has a connection with or reference to such a plan. See Pilot Life Ins. Co. v. Dedeaux, 481 U.S. 41, 47-48 (1987). Where the existence of an ERISA plan is a critical factor in establishing liability and the court's inquiry must be directed to the plan, the action "relates to" an ERISA plan and is preempted. See Ingersoll-Rand Co. v. McClendon, 498 U.S. 133, 139-140 (1990).

Section 502(a)(1)(B) of ERISA provides that a participant or beneficiary of an ERISA plan may bring a civil action "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). Thus, the Supreme Court has found that a claim for a denial of benefits asserted under common law breach of contract or tort principles is preempted by ERISA. See Metropolitan Life Ins. Co., 481 U.S. at 62-63. Furthermore, even where a plaintiff claims that the manner of the denial of benefits was malicious or negligent, such claims are still preempted by ERISA. See Garner v. Capital Blue Cross, 859 F. Supp. 145, 148 (M.D. Pa. 1994) (holding that claims for negligent denial of benefits, negligent or intentional infliction of emotional distress, bad faith denial of a claim, fraud and breach of contract are all preempted by ERISA), aff'd mem., 52 F.3d 314 (3d Cir. 1995).

Defendant argues that all of Walker's claims are explicitly preempted by ERISA. In the Response of Plaintiff to the Motion to Dismiss, Walker does not answer Defendant's contention that her bad faith claim-- Count II-- and unfair trade practice claim-- Count III-- are preempted by ERISA. Therefore, the Court dismisses these claims with prejudice.

In her response, Walker maintains that her breach of contract claim is not preempted. ERISA has consistently been interpreted to specifically preempt state law actions for breach of contract. See Pane v. RCA Corp., 868 F.2d 631, 635 (3d Cir. 1989); see also Pilot Life, 481 U.S. at 45. Therefore, the Court finds that the state law claim of breach of contract is also preempted by ERISA. The Court, however, will dismiss Count I with leave to amend the complaint to state a cause of action under ERISA. See Thomas-Wilson v. Keystone Health Plan East HMO, No. CIV.A.96-4537, 1997 WL 27097, at *4 (E.D. Pa. Jan. 23, 1997) (dismissing the plaintiff's state law claims with leave to file an amended complaint to state an ERISA claim).

An appropriate Order follows.

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

CORAZON WALKER : CIVIL ACTION
 :
 v. :
 :
 AETNA LIFE INSURANCE COMPANY : NO. 98-5154

O R D E R

AND NOW, this 18th day of February, 1999, upon consideration of the Defendant Aetna Life Insurance Company's Motion to Dismiss (Docket No. 3), IT IS HEREBY ORDERED that the Defendant's Motion is **GRANTED**.

IT IS FURTHER ORDERED that:

(1) Count I of Plaintiff's Complaint is **DISMISSED WITH LEAVE TO AMEND THE COMPLAINT**;

(2) Counts II and III of Plaintiff's Complaint are **DISMISSED WITH PREJUDICE**; and

(3) Plaintiff **SHALL** have twenty (20) days from the date of this Order to file an amended complaint to state a claim under ERISA.

BY THE COURT:

HERBERT J. HUTTON, J.