

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

ANNE SKOOGFORS : CIVIL ACTION  
 :  
 v. :  
 :  
 BRYN MAWR COLLEGE : NO. 97-7218

MEMORANDUM AND ORDER

Fullam, Sr. J.

June , 1998

Plaintiff was formerly employed by Bryn Mawr College as a library assistant. She is suing her former employer on the theory that the defendant did not fulfill its obligations under the ERISA statute and the Americans With Disabilities Act, with the result that plaintiff has been deprived of long-term disability benefits under a group plan underwritten by Teachers Insurance and Annuity Association ("TIAA") and administered by the defendant college. The defendant has filed a motion for summary judgment.

The TIAA disability policy provides benefits equal to sixty percent of the employee's salary in cases of total disability. In plaintiff's case, this would have meant a payment of \$249.55 per week, for as long as she remained totally disabled. But any payments received from other sources, specifically including worker's compensation benefits, would be deducted from that weekly sum, but the claimant would be entitled to a minimum monthly payment of \$50.00 in any event.

Plaintiff suffered a debilitating illness in 1992. She did not apply for disability benefits under the TIAA policy, but she did claim worker's compensation benefits, and received \$277.27 weekly benefits from that source. The defendant (or, perhaps more accurately, the defendant's worker's compensation insurance carrier) apparently concluded, in 1993, that plaintiff was no longer disabled, and petitioned to terminate her benefits. The case was settled, in 1994. The parties stipulated that plaintiff was no longer totally disabled, but continued to be partially disabled, and was entitled to benefits at a reduced rate. They also agreed that plaintiff would be entitled to receive those partial benefits for the maximum period allowed; they agreed that the total future benefits payable to plaintiff amounted to \$70,000, and plaintiff was paid that sum in full settlement of her worker's compensation claim.

Also in 1993, plaintiff applied for Social Security disability benefits. Benefits were initially denied, but eventually, in 1997, plaintiff was awarded Social Security disability benefits, retroactive to 1992.

In 1994, while settlement of plaintiff's worker's compensation claim was being negotiated, plaintiff for the first time inquired of the defendant concerning her possible eligibility for long-term disability payments under the TIAA policy. She was furnished an explanatory brochure, an

application form, and instructions concerning the proper way to apply for benefits. Plaintiff did not, however, actually file with TIAA any claim for benefits under the long-term disability policy.

Plaintiff apparently agrees that TIAA never received an application from her or from anyone else on her behalf. The only evidence proffered by plaintiff on this subject is a letter which plaintiff's husband wrote to Bryn Mawr College in 1997, expressing his understanding that, in 1994, his wife had sent the completed application form to Bryn Mawr College. It should be noted that the explanatory brochure and other materials furnished to plaintiff in 1994 made it clear that the application form was to be sent to TIAA. The summary judgment record contains no affidavits, deposition testimony, or other potentially admissible evidence that plaintiff sent an application form to anyone. Nor is there any evidence of inquiries or other communications to TIAA at any time.

Under the express provisions of the long-term disability plan, benefits would be awarded only if (1) the employee was totally disabled, and was in the employ of the defendant at the time of the application for benefits and (2) the application was presented to TIAA within one calendar year after the onset of disability. Thus, when plaintiff first made inquiry on the subject, she was already too late to obtain TIAA benefits.

And she had formally stipulated, on the record before the Worker's Compensation Board, that, as of September 13, 1994, plaintiff was only partially disabled, and had an earning capacity of \$205.91 per week. It thus appears that, even if plaintiff had made a timely application for TIAA benefits, she would have been entitled to \$50 per month for approximately 28 months, or \$1,400.

Plaintiff's entire argument seems to be predicated upon the theory that her employer, either in its capacity as her employer, or in its capacity as administrator of the long-term disability plan underwritten by TIAA, had a duty to cause plaintiff to file a claim under the TIAA policy. But the terms of the Plan impose no such obligation upon the administrator, and I am not aware of any basis in law for charging the defendant with that responsibility. At most, it can perhaps be stated that the defendant had a legal obligation not to impede or obstruct any claim for TIAA benefits the plaintiff might assert, but plaintiff's failure to file a claim cannot be blamed upon the defendant. The motion for summary judgment will be granted.

An Order follows.

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ORDER

AND NOW, this            day of June, 1998, IT IS ORDERED:

1. Defendant's Motion for Summary Judgment is GRANTED.
2. Judgment is entered in favor of the defendant Bryn Mawr College, and against the plaintiff Anne Skoogfors.

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John P. Fullam, Sr. J.