MICHIGAN COURT UPHOLDS METLIFE DENIAL OF LONG TERM DISABILITY BENEFITS AS CLAIMANT FAILED TO PROVE DISABILITY

By: Gregory Michael Dell, Esq.[1]

In *Judge v. Metropolitan Life Insurance Co.*, 710 F.3d 651 (6th Cir. 2013), the claimant, Mr. Judge, had a high school education and worked for 20 years as a baggage handler and ramp agent for a major airline. He applied for disability benefits under the group disability insurance policy (the Plan) provided by his employer and issued by MetLife. MetLife determined that Mr. Judge was not totally and permanently disabled under the terms of the Plan and denied benefits. Mr. Judge exhausted the internal administrative remedies available to him and subsequently filed his ERISA lawsuit against MetLife. The Michigan district court granted judgment on the administrative record in favor of MetLife. Mr. Judge appealed to the U.S. Court of Appeals for the Sixth Circuit, arguing that MetLife's decision to deny disability benefits was arbitrary and capricious.

The Facts of Mr. Judge's MetLife Long Term Disability Insurance Claim

Mr. Judge contended that he was totally and permanently disabled as a result of undergoing surgery to repair an aortic valve and a dilated ascending aorta. The Plan defined total and permanent disability as follows: "[B]ecause of a sickness or an injury . . . you are expected to never again to be able to do: your job; and any other job for which you are fit by education, training or experience." Additionally, the Plan required that Mr. Judge send proof that he was totally and permanently disabled and that such total and permanent disability had continued without interruption. In support of his claim for disability benefits, Mr. Judge submitted to MetLife several post-surgery reports from his treating physicians, Drs. Deeb, Patel, and Harber, letters between several of his physicians which documented his post-surgery progress, as well as MetLife's Attending Physician Statement forms completed by Dr. Deeb and Dr. Harber.

MetLife's initial denial letter put [the plaintiff] on notice that MetLife required "objective medical documentation" supporting the work restrictions imposed by his doctors in order for his claim to be approved on administrative appeal.

The post-surgery reports and letters between his treating physicians referenced that Mr. Judge was "doing well," was "awake, alert, oriented, and neurologically intact," and was "up and about, freely mobile." Dr. Deeb commented that Mr. Judge could "increase his activity," but was restricted to lifting no more than 15 pounds. Dr. Patel commented that Mr. Judge could "gradually increase his lifting, pushing, and pulling to [a] maximum of 50 pounds" and "participate in mild-to-moderate intensity level aerobic activities." Dr. Patel also noted that Mr. Judge required an additional six weeks off of work to complete his physical therapy.

Dr. Deeb completed a form Attending Physician Statement and indicated that Mr. Judge was restricted to two hours of intermittent sitting and zero hours of standing or walking per day. He also indicated that Mr. Judge was restricted from reaching above shoulder level, climbing, twisting, bending or stooping, but was able to operate a motor vehicle. Dr. Deeb offered no explanation for these restrictions beyond checking off the boxes on the form. In response to a question on the form asking his opinion as to why Mr. Judge was "unable to perform job duties," Dr. Deeb wrote, "Lifting restriction 30 to 35 lbs." However, Dr. Deeb also indicated on the form that Mr. Judge was able to work eight hours per day, that only his lifting restriction was unlikely to improve, and that his cardiac capacity was "Class 2 (Slight Limitation)."

Similarly, Dr. Harber completed the Attending Physician Statement and indicated that Mr. Judge was restricted to two hours of intermittent sitting and zero hours of standing or walking per day. He also indicated that Mr. Judge could not reach above shoulder level, climb, twist, bend or stoop, but that he was able to drive. Dr. Harber noted that Mr. Judge was unable to perform his job duties because he could not lift anything over

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30 pounds. However, he also indicated that Mr. Judge was able to work eight hours per day, that all areas were expected to improve except for the lifting restriction, and that his cardiac capacity was "Class 2 (Slight Limitation)". Dr. Harber further noted that he based his work restrictions on Dr. Deeb's recommendation.

MetLife had a nurse consultant review the medical records and she noted inconsistencies between the earlier post-surgery reports and letters and the two Attending Physician Statements. She determined that there was no medical evidence within the records which supported the work restriction of no sitting, standing, or walking. Based on the nurse's findings, MetLife denied Mr Judge's claim, indicating that he was able to perform at least light duty work activities and that he did not provide "objective medical documentation" to support the work restrictions indicated by his physicians.

The initial denial letter stated that Mr. Judge could appeal the adverse decision and submit additional documentation in support of his appeal. Mr. Judge appealed; however, his attorney indicated that there was no updated medical documentation and that he relied upon the information and statements previously submitted. Accordingly, a second nurse consultant reviewed the medical records and noted that no additional medical information had been provided. She also determined that Mr. Judge was recovering from his surgery as expected and that improvement was expected in all areas except for the lifting restriction. Based on this, MetLife upheld its initial denial of benefits.

In its second denial letter, MetLife stated that the post-surgery medical records reflected that Mr. Judge improved after his surgery, and that Mr. Judge did not provide any records indicating that he was not regaining additional function for performing work activities. MetLife further stated that it was not clear why Mr. Judge's doctors imposed the work restrictions of no standing or walking and only sitting for two hours. As such, he did not meet the Plan's definition of being permanently disabled. *This case may have had a different outcome had the claimant submitted additional medical evidence during the appeal. The claimant's failure to submit any additional medical evidence in support of his disability allowed MetLife to uphold its initial claim denial.*

Court Finds that Mr. Judge Failed to Provide Proof to Support His Claim for Disability Benefits

Three important authorities were relied upon by the Court in evaluating MetLife's decision to deny Mr. Judge's disability benefits. The first states that the overall issue in ERISA cases is not whether "discrete acts" by the plan administrator, in this case MetLife, were arbitrary or capricious, but whether the ultimate decision to deny benefits was unreasonable and not supported by the evidence found in the administrative record. The second authority states that it is not unreasonable to require a claimant to provide objective medical evidence of his claimed disability. The third states that it is the burden of the claimant to establish or prove his disability and it is not the burden of MetLife to show that the claimant is not disabled.

The Court recognized that, under the terms of the Plan, Mr. Judge was not entitled to benefits based on the fact he was unable to perform work similar to the work he performed prior to the surgery. Rather, he must show that he can never again perform any work for which he is fit by education, training, or experience.

The Court determined that MetLife properly denied Mr. Judge's claim for disability benefits because Mr. Judge did not provide any objective medical evidence which supported that he was permanently unable to sit, stand, or walk and was thereby prevented from performing some other job for which he was fit by education, training, or experience. Both the Court and MetLife recognized that Mr. Judge would never again be able to lift heavy objects, such as luggage. However, all of the records reflected that Mr. Judge was either anticipated to, or could already, return to work for eight hours per day. Mr. Judge even conceded that Dr. Deeb did not find him permanently precluded from returning to work.

Moreover, MetLife's initial denial letter put Mr. Judge on notice that MetLife required "objective medical documentation" supporting the work restrictions imposed by his doctors in order for his claim to be approved on administrative appeal. Mr. Judge did not request that his treating doctors provide an explanation for their imposition of work restrictions, nor did he submit any additional or updated medical information for MetLife to consider on appeal.

The Court determined that the administrative record was indeed lacking any detailed clinical or diagnostic

evidence to support the work restrictions and found that MetLife's adverse decision was based on substantial evidence and, therefore, was not arbitrary or capricious.

Other Arguments that MetLife's Decision was Arbitrary and Capricious

Mr. Judge made several other arguments that MetLife's decision to deny his disability benefits was arbitrary and capricious. He argued that MetLife applied the wrong definition of disability. MetLife admitted that it stated the incorrect definition in its initial denial letter. However, the error was corrected during the administrative appeal, and MetLife referred to the correct definition in its second denial letter. The Court determined that only MetLife's final decision was under review. It found that the second and final denial letter stated the correct definition and, considering the letter as a whole, was applied by MetLife throughout the process. The Court further noted that, even if it was determined that MetLife did apply the incorrect definition of disability, a remand to MetLife for reconsideration under the correct definition would be to no avail because the administrative record clearly lacked the objective medical evidence to prove that Mr. Judge was disabled and could not perform any job for which he was fit by education, training, or experience.

Mr. Judge also argued that MetLife should have consulted with a vocational expert and provided a job analysis in light of his lifting restriction, that MetLife failed to send him for an independent medical examination or have a cardiologist review his records, that it was improper to have a nurse review his records, and that a conflict of interest existed because MetLife both determines eligibility and pays out benefits. The Court, however, cited to well-established case law discounting all of these arguments and found that MetLife's decision to deny disability benefits to Mr. Judge was supported by the evidence and was not arbitrary and capricious. ⚖