

# ERISA and Employee Benefits Litigation and Compliance

## Practice Areas

### Business Litigation

Bankruptcy  
 Business Torts  
 Class Actions  
 Commercial Lending and Real Estate Disputes  
 Consumer Fraud  
 Contract, Warranty and UCC Disputes  
 Environmental Litigation  
 ERISA and Employee Benefits Litigation and Compliance  
 ERISA and Fiduciary Class Litigation  
 Department of Labor Audits  
 ERISA  
 Fiduciary and Professional Liability  
 Gaming Law  
 Information Security and Privacy Claims  
 Intellectual Property Disputes  
 Shareholder and Partnership Disputes  
 Example Business Litigation Cases

Nilan Johnson Lewis' life, disability and health team represents insurers, ERISA-governed benefit plans, employers, third-party administrators, and reinsurers in federal and state courts throughout the nation. Our attorneys also counsel clients on compliance with Department of Labor and state law regulations. We defend ERISA claims in the following areas:

- Life, health, disability, and other benefit claims
- Breach of fiduciary duty
- Administrative penalties
- Interpleader actions

Key issues often involve:

- Determining if an employer-sponsored benefit program is an ERISA plan
- The impact of state laws prohibiting discretionary clauses
- Ascertaining whether a church-named plan is exempt from ERISA
- Out-of-network provider claims based on an assignment of benefits
- Federal common law theories of recovery: estoppel and waiver
- Defending claims denied on the basis of fraud
- Conflict of interest discovery
- Class actions

Non-ERISA insurance litigation

- Defending bad faith/deceptive trade practices/breach of contract claims
- Punitive damage claims
- Coverage disputes
- Interpleader actions

Although our primary practice is focused in Minnesota, Wisconsin, Iowa and North and South Dakota, but we handle cases in a number of other states as well. ERISA compliance & education

- Department of Labor benefit claim regulations
- Case law impacting decisions by administrators and insurers

Reinsurance

- Health care claims
- Coverage disputes

Third-party medical and vocational vendors

- Providing evaluations for ERISA administrators and insurer
- Responding to direct complaints from insureds

Representative Cases

- *CustomAir Ambulance, LLC v. Lund Food Holdings, Inc. Health Care Plan*, 2018 WL 4387575 (D. Minn. Sept. 14, 2018) (summary judgment granted in favor of plan on the grounds that plaintiff failed to exhaust administrative remedies as required under the plan and ERISA)

- *Lee v. ING Groep, N.V.*, 671 Fed.Appx. 945 (9th 2016) (termination of long-term disability benefits was not an abuse of discretion where employee refused to attend independent medical examination)
- *Hansen v. The Northwestern Mut. Life Ins. Co.*, 2015 WL 4611950 (Minn. Ct. App. Aug. 3, 2015) (summary judgment on disability claim affirmed in favor of insurer, where no genuine issue of material fact existed as to whether plaintiff could still perform at least some of her principal duties as a physician)
- *Collier v. Reliastar Life Ins. Co.*, 589 Fed. Appx. 821 (9th Cir. 2014)(long-term disability claim under county-sponsored benefit plan; bad faith claim dismissal upheld on appeal and benefit claim barred by collateral estoppel)
- *Rice v. ReliaStar Life Ins. Co.*, 770 F.3d 1122 (5th 2014) (denial of claim for accidental death benefits was not an abuse of discretion where death was not “unexpected, external, violent and sudden event”)
- *Hall v. Metropolitan Life Ins. Co.*, 750 F.3d 95 (8th Cir. 2014) (claim for life insurance benefits under employer-sponsored ERISA-governed plan; administrator did not abuse discretion in determining that decedent’s will did not change beneficiary designation under terms of the plan)
- *Barinova v. ING*, 363 Fed. Appx. 910 (3rd Cir. 2010) (upholding summary judgment in favor of insurer under ERISA where claimant did not meet “regular and appropriate care” requirement in disability policy)
- *Khoury v. Group Health Plan Inc.*, 2010 U.S. App. LEXIS 16473 (8th Cir. Aug. 10, 2010) (insurer did not act arbitrarily and capriciously under ERISA in denying claim for additional benefits based upon physician “on-call” payments)