

Nos. 19-4123, 20-4005

**In the United States Court of Appeals
for the Tenth Circuit**

DAVID G. CARLILE,
Plaintiff - Appellee,

v.

RELIANCE STANDARD LIFE INSURANCE; RELIANCE STANDARD LIFE
INSURANCE POLICY NUMBER LTD 123420,
Defendants - Appellants.

**On Appeals from the United States District Court
for the District of Utah - 2:17-cv-01049-RJS-EJF,
Judge Robert J. Shelby**

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ORAL ARGUMENT REQUESTED

DISCLOSURE STATEMENT

Pursuant to Federal Rule of Appellate Procedure 26.1, counsel for Appellant certifies that Reliance Standard Life Insurance Company is a subsidiary of Tokio Marine Holdings, Inc., which is a publicly traded company.

/s/Joshua Bachrach
Counsel for Appellant

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Other Authority

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STATEMENT OF RELATED CASES

There are no prior appeals. The appeal from the district court decision granting Summary Judgment to Mr. Carlile was docketed in this Court as Case Number 19-4123. The district court's subsequent award of attorney's fees was appealed and docketed as Case Number 20-4005. On January 28, 2020, this Court consolidated the appeals for all purposes.

JURISDICTIONAL STATEMENT

The district court had jurisdiction over the lawsuit pursuant federal question jurisdiction and 29 U.S.C. § 1132(3) (ERISA). This Court has jurisdiction over the appeal under 28 U.S.C. § 1261 as the consolidated appeals are from final orders.

STATEMENT OF ISSUES

I. Under ERISA,¹ a court must enforce the plain language in a benefit plan. In this case, eligibility for coverage is limited to “active, Full-time Employee[s] ... working ... for a minimum of 30 hours during a person’s regular work week”. And eligibility terminates on “the last day of the Policy month in which the Insured ceases to meet the Eligibility Requirements.” Therefore, was the district court wrong to ignore these requirements because Mr. Carlile’s compensation was not based on the number of hours he worked?

II. An individual’s coverage under the Reliance Standard policy terminates on “the last day of the Policy month in which the Insured ceases to meet the Eligibility Requirements.” Mr. Carlile received notice in March 2016 that his employment was being terminated in 90 days. During the 90 day notice period, he was not required to work and his remaining salary was paid in advance. While Mr. Carlile attended a conference on behalf of the employer in May 2016, there is no proof

¹ The Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001, *et seq.*

that he worked at all in June 2016, the month the claim arose. Did Mr. Carlile's coverage terminate in May 2016, contrary to the district court's conclusion?

STATEMENT OF THE CASE

I. Factual Background

David Carlile began working for Lighthouse Resources, Inc. ("LRI") as Vice President of Marketing on November 1, 2012. Aplt. App. Vol. 2 at 320. He received notice that his employment had been terminated on March 21, 2016. Aplt. App. Vol. 3 at 592. Pursuant to the terms of his Employment Agreement, the termination was to be effective in 90 days or June 20, 2016. Aplt. App. Vol. 2 at 522-523. But Mr. Carlile was not required to perform any more work for LRI after March 21, 2016. Aplt. App. Vol. 2 at 522, Aplt. App. Vol. 3 at 592. He also received his remaining three months of pay on March 31, 2016. Aplt. App. Vol. 3 at 592.

Months later, and days before the termination date stated in the notice, Mr. Carlile claimed that he became totally disabled from prostate cancer. According to Mr. Carlile, he was first unable to work on June 9, 2016. Aplt. App. Vol. 1 at 294. Reliance Standard was the long term disability insurer for the LRI disability plan and it evaluated the claim.² After reviewing the language in the policy and

² The Complaint names as defendants Reliance Standard Life Insurance Company and Reliance Standard Life Policy Number LTD 123420. For ease of reference, Defendants/Appellants are referred to collectively as "Reliance Standard".

The balance of this brief has been omitted for this sample.
For a complete version of this brief, please contact our office.

Thank you.