

[DO NOT PUBLISH]

IN THE UNITED STATES COURT OF APPEALS

FOR THE ELEVENTH CIRCUIT

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No. 09-15574  
Non-Argument Panel

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FILED U.S. COURT OF APPEALS ELEVENTH CIRCUIT MAY 13, 2010 JOHN LEY CLERK
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D.C. Docket No. 08-02328-CV-T-26-TGW

PAUL HARRIS,

Plaintiff-Appellant,

versus

UNUM LIFE INSURANCE COMPANY OF AMERICA,  
a Foreign Corporation,

Defendant-Appellee.

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Appeal from the United States District Court  
for the Middle District of Florida

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(May 13, 2010)

BEFORE TJOFLAT, WILSON and HILL, Circuit Judges.

PER CURIAM:

This is an appeal brought by Paul Harris (Harris), a licensed physical therapist assistant (PTA), under the Employee Retirement Income Security Act (ERISA), 29 U.S.C. § 1001, *et seq.*, specifically § 1132(a)(1)(b). After two hip replacement surgeries, and three previous diagnoses for AIDS, tuberculosis, and necrosis of the hip, Harris filed a claim for long-term disability benefits under his insurance policy, funded and administered by Unum Life Insurance Company of America (UNUM).

UNUM paid Harris full disability benefits for two years, based upon the policy's "regular occupation" provision. After twenty-four months, however, the UNUM policy's definition of "disability" reverted to the inability to perform the duties of "any gainful occupation."

Setting forth thirteen pages of detailed facts in its order, the district court agreed with UNUM that clearly Harris had the ability and transferable skills to perform certain sedentary gainful occupations as defined by the policy, such as a museum scheduler, a generic dispatcher, and a customer-center representative. Harris admitted that he could do his laundry, prepare meals, vacuum and clean his home, cook and grocery shop. Harris also serves as a guardian ad litem, uses a computer and takes afternoon swims. Finding that Harris had failed to provide

support for his claim that he could not perform even a sedentary job, the district court granted UNUM's motion for summary judgment.

We have thoroughly reviewed the record in this case, the briefs, and the arguments of counsel. Finding no error, the judgment of the district court is affirmed.

AFFIRMED.