NOT FOR PUBLICATION

In the United States Court of Appeals For the Eleventh Circuit

No. 25-12108
Non-Argument Calendar

MARCY DUNN,

Plaintiff-Appellant,

versus

NEW YORK LIFE INSURANCE COMPANY,

Defendant,

LIFE INSURANCE COMPANY OF NORTH AMERICA,

Defendant-Appellee.

Appeal from the United States District Court
for the Northern District of Georgia
D.C. Docket No. 2:24-cv-00064-RWS

Before ROSENBAUM, GRANT, and LUCK, Circuit Judges.

PER CURIAM:

Marcy Dunn sued Life Insurance Company of North America (LINA) under the Employee Retirement Income Security Act of 1974, alleging that her long-term disability benefits were wrongfully terminated. The district court granted judgment on the administrative record for LINA. After careful review, we affirm.

FACTUAL BACKGROUND

Dunn was working for Lowe's as a customer service associate when she was injured in a car crash. Six years after the crash, she stopped working and applied for long-term disability benefits for osteoarthritis in her right hip and pain in her legs and back that were exacerbated by hip surgery.

Dunn applied for benefits under a long-term disability policy that Lowe's offered to its employees. LINA administered the policy as the claims fiduciary and paid out benefits as the insurer. The policy granted LINA discretionary authority "to decide questions of eligibility for coverage or benefits."

To receive long-term disability benefits under the policy, a claimant had to meet the policy's definition of "disabled" by showing that she could no longer perform the duties of her "[r]egular [o]ccupation" because of an injury nor earn eighty percent of her usual pay. To continue receiving benefits after twenty-four months, a claimant was required to meet a higher standard—the claimant had to provide "proof" that she was "unable to perform the material duties of any occupation" that she was, "or may reasonably become, qualified [for] based on education, training or experience" that paid at least sixty percent of her prior salary.

LINA initially approved Dunn's claim. But, twenty-four months later, LINA terminated Dunn's benefits after: (1) LINA reviewed Dunn's medical records in which her surgeon opined that she could perform a sedentary job; (2) physical medicine and rehabilitation physician Dr. Kornfield conducted an independent medical assessment, which also concluded Dunn could work sitting down; and (3) LINA considered her vocational assessment, which recommended two alternative occupations in Dunn's area that paid enough and that Dunn could perform: information clerk and gate guard.

Dunn appealed LINA's termination decision. During the pendency of the administrative appeal, LINA ordered another vocational assessment and engaged three more medical professionals— Dr. Abramowitz, Dr. Weston, and behavioral health specialist Hoyek—to evaluate Dunn's claim. Considering the new medical evaluations and vocational assessment, LINA concluded that Dunn could perform sedentary work at either of the two alternative occupations available in her area. LINA provided Dunn its preliminary decision and offered her time to respond. Dunn did not respond.

Upon review of Dunn's entire claim file, LINA upheld its decision to terminate Dunn's disability benefits. Dunn brought this ERISA action to challenge the termination decision.

PROCEDURAL HISTORY

Dunn brought a claim for "entitlement to long term disability benefits" under ERISA. Dunn alleged that she "satisfied all conditions for eligibility" under her employer's policy and had not "waived or otherwise relinquished her entitlement," but LINA "refused to pay." After filing the complaint, Dunn's counsel withdrew and she proceeded pro se.

LINA moved for judgment on the administrative record. It argued that the termination decision was reasonable because it was based "on the medical assessments of four separate medical professionals" who "appropriately considered" Dunn's medical records, and LINA was "not improperly influenced by its role as claim reviewer and payor." LINA submitted a declaration by a senior operations representative who listed multiple steps that the insurance company took to ensure that claim assessments, including Dunn's, were "independent" and "not motivated by self interest . . . , or by a desire to avoid paying [] benefits."

Dunn responded that she could not work the alternative jobs since she could "no longer drive" or "ride in a car," and her physical limitations prevented her from "staying in one position" or "walk[ing] far." There were also multiple "mistakes" in her medical evaluations, she maintained, and "[a]ll" the doctors saw was her "paperwork." Dunn declared her own therapist "would disagree" with the behavioral health specialist who found no psychiatric impairments. She said LINA knew her "medical conditions [we]re permanent, severe and would only get worse" because

LINA "[a]dvocated" for her to receive social security benefits. And Drs. Kornfield, Abramowitz, and Weston were biased, according to Dunn, because they were paid by LINA.

The district court granted judgment on the administrative record for LINA. The district court explained that since LINA had "discretion" to decide claims, the termination decision was subject to an arbitrary-and-capricious standard of review. Applying that standard, the district court concluded that LINA's decision was "reasonable" because record evidence showed Dunn could perform the "[a]lternative [o]ccupations [] available near [her] residence" and the supposed mistakes she pointed to were either "simply" absent from the administrative record or did not "substantively impact[]" the medical evaluations. Dunn, the district court continued, offered no evidence that LINA's dual roles as "claim administrator and benefit payor" adversely impacted its termination decision such that the decision was unreasonable.

STANDARD OF REVIEW

"We review de novo a district court's ruling affirming . . . a plan administrator's ERISA benefits decision, applying the same legal standards that governed the district court's decision" and limiting our review "to consideration of the material available to the administrator at the time it made its decision." *Blankenship v. Metro. Life Ins. Co.*, 644 F.3d 1350, 1354 (11th Cir. 2011) (citation modified). We liberally construe the pleadings of pro se litigants, holding

them "to a less stringent standard than pleadings drafted by attorneys." *Tannenbaum v. United States*, 148 F.3d 1262, 1263 (11th Cir. 1998).

DISCUSSION

On appeal, Dunn argues that the district court erred in affirming the termination of her long-term disability benefits. We disagree.

"ERISA itself provides no standard for courts reviewing the benefits decisions of plan administrators or fiduciaries." *Blankenship*, 644 F.3d at 1354 (citing *Firestone Tire & Rubber Co. v. Bruch*, 489 U.S. 101, 109 (1989)). To "guide courts," then, we have established a six-step framework:

> (1) Apply the de novo standard to determine whether the claim administrator's benefits-denial decision is "wrong" (i.e., the court disagrees with the administrator's decision); if it is not, then end the inquiry and affirm the decision.
>
> (2) If the administrator's decision in fact is "de novo wrong," then determine whether [it] was vested with discretion in reviewing claims; if not, end judicial inquiry and reverse the decision.
>
> (3) If the administrator's decision is "de novo wrong" and [it] was vested with discretion in reviewing claims, then determine whether "reasonable"

> grounds supported it (hence, review [its] decision under the more deferential arbitrary and capricious standard).
>
> (4) If no reasonable grounds exist, then end the inquiry and reverse the administrator's decision; if reasonable grounds do exist, then determine if [it] operated under a conflict of interest.
>
> (5) If there is no conflict, then end the inquiry and affirm the decision.
>
> (6) If there is a conflict, the conflict should merely be a factor for the court to take into account when determining whether an administrator's decision was arbitrary and capricious.

Id. at 1354–55 (citation modified). A "conflict of interest" exists where a plan administrator both determines eligibility for benefits and "pays out to beneficiaries from its own assets." *See Levinson v. Reliance Standard Life Ins. Co.*, 245 F.3d 1321, 1326 (11th Cir. 2001). We are not bound to strictly follow this ordering, and may skip the first step where, as here, we conclude that LINA was "vested with discretion in reviewing claims." *See Blankenship*, 644 F.3d at 1355, 1356–57 (skipping step one and determining reasonableness of plan administrator's discretionary denial of benefits).

Because the policy expressly vested LINA with discretion to review and decide claims, we turn to step three—whether LINA's denial of Dunn's claim was supported by reasonable grounds. *See*

id. at 1355. "As long as a reasonable basis appears for [LINA's] decision, it must be upheld as not being arbitrary or capricious, even if there is evidence that would support a contrary decision." *See Jett v. Blue Cross & Blue Shield of Ala., Inc.*, 890 F.2d 1137, 1140 (11th Cir. 1989).

Here, it was reasonable for LINA to rely on the findings of four medical professionals, in conjunction with the independent medical examination and the two vocational assessments, to find that Dunn no longer met the definition of disabled under the policy because she could perform sedentary jobs in her area. *See Blankenship,* 644 F.3d at 1356 (holding that a termination decision was not unreasonable where it "relied upon the advice of several independent medical professionals" and found that the claimant failed to provide conclusive medical evidence of disability). Because the available evidence from the medical professionals showed that Dunn was qualified to perform sedentary work, and Dunn provided no evidence to the contrary, the district court did not err in finding that LINA's termination decision was not arbitrary and capricious. *See id.* at 1355. LINA's conflict of interest as claims fiduciary and payor, which is "merely [] a factor" in our analysis, *see id.*, does not convince us otherwise—especially since LINA "has taken active steps to reduce potential bias and to promote accuracy," *see Metro. Life Ins. Co. v. Glenn*, 554 U.S. 105, 117 (2008).

Nevertheless, Dunn gives six reasons why the district court erred in affirming LINA's termination of benefits. All are unavailing.

First, Dunn argues she could not work the alternative jobs because she could "no longer drive" or "ride in a car," and her physical limitations prevented her from "staying in one position" or "walk[ing] far." But the medical evaluations found that she could "drive short distances" and neither of the jobs available in her area required Dunn to walk "far" or stay in a single position. It was reasonable for LINA to rely on this evidence in terminating Dunn's benefits.

Second, Dunn contends that Dr. Kornsfield did no "thorough testing" or "[f]unctional [c]apacity [e]valuation" and "was only in the room for a short period of time," and Drs. Abramowitz and Weston did not "know" her and "[a]ll they s[aw] [wa]s paperwork." And all three were biased against Dunn because they were paid by LINA. But an administrator's "use of 'file' reviews by independent doctors—instead of live, physical examinations"— is not arbitrary and capricious "in the absence of other troubling evidence." *Blankenship*, 644 F.3d at 1357.

Third, Dunn insists that her own therapist "would disagree" with behavioral health specialist Hoyek that Dunn did not have psychological impairments that would prevent her from working. But there's no evidence of her therapist's medical opinions in the administrative record for LINA, the district court, or us to consider.

Fourth, Dunn maintains that there were multiple "mistakes" in her evaluations, such as calling her hip "reconstruction" a hip "replacement" and documenting her surgery on the "wrong [left] side." But Dunn does not explain how these isolated mistakes

were material to LINA's disability decision. And the mistakes were understandable given that Dunn also referred to her surgery as a hip replacement.

Fifth, Dunn asserts that she was entitled to benefits because the Social Security Administration found that she was disabled. But, since the statutory schemes have different standards, claims under ERISA and the Social Security Act are not coextensive. *See Black & Decker Disability Plan v. Nord,* 538 U.S. 822, 832–34 (2003) (explaining the "critical differences between the Social Security disability program and ERISA benefit plans"). A disability finding under one scheme does not necessarily mean that a claimant is disabled under the other.

Sixth, Dunn argues that she had no opportunity to testify before the district court. But the district court was limited to reviewing the administrative record, as are we, because we must determine whether there was a "reasonable basis for the decision, based upon the facts as known to the administrator at the time the decision was made." *See Jett*, 890 F.2d at 1139. Thus, Dunn was not denied her day in court.

CONCLUSION

Because the district court properly granted judgment on the administrative record for LINA, we affirm.

AFFIRMED.