

No. 13-2353

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

MICHELE C. TETREAULT,
Plaintiff-Appellant

v.

RELIANCE STANDARD LIFE INSURANCE COMPANY;
LIMITED LONG TERM DISABILITY PROGRAM,
Defendants-Appellees

**On Appeal from the United States District Court
District of Massachusetts, Boston**

BRIEF OF DEFENDANTS-APPELLEES

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ORAL ARGUMENT REQUESTED

CORPORATE DISCLOSURE

Reliance Standard Life Insurance Company is a wholly owned subsidiary of Tokio Marine Holdings, Inc., which is publicly traded.

The Limited Long Term Disability Program is part of the ERISA welfare benefit plan for employees of The Limited. The Limited is owned by Sun Capital Partners, Inc., which is a privately held company.

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REASONS WHY ORAL ARGUMENT SHOULD BE HEARD

In many ways, the Brief of Appellant misstates the law that applies in this ERISA case. This includes Appellant's erroneous reliance on this Court's decision in *Law v. Ernst & Young*, 956 F.2d 364 (1st Cir. 1992). Appellees believe that oral argument will assist the Court in understanding the issues presented for review.

STATEMENT OF THE ISSUES

I. Whether the district court correctly dismissed the claim for benefits based on Ms. Tetreault's failure to exhaust her administrative remedies as required under ERISA when: (1) the denial letter notified her of the 180 day deadline to appeal; (2) a few days prior to the appeal deadline Reliance Standard reminded her counsel that if the appeal was not submitted within the 180 day deadline, "it will not be accepted"; and (3) she did not attempt to submit an appeal until eleven months after the deadline.

II. Whether the district court correctly decided that Reliance Standard cannot be liable for statutory penalties under the plain language of the ERISA statute for not providing plan documents to Ms. Tetreault because it is not the Plan Administrator. 29 U.S.C. § 1132(c).

III. Whether the district court correctly held that Reliance Standard cannot be considered a de facto Plan Administrator under this Court's decision in *Law v. Ernst & Young*, 956 F.2d 364 (1st Cir. 1992), because it never assumed control of the duties of the Plan Administrator and only responded to Ms. Tetreault's request for claim documents, not plan documents.

The balance of the brief has been eliminated for this sample. For a copy of the complete brief please call our office. Thank you.