No. _____

In the
Supreme Court of the United States

ROLAND HUFF,

Petitioner,

v.

BP CORPORATION NORTH AMERICA, INC.,

Respondent.

On Petition for Writ of Certiorari to the United States Court of Appeals for the Tenth Circuit

PETITION FOR WRIT OF CERTIORARI

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QUESTION PRESENTED

Respectfully, Petitioner comes before this Supreme Court to present a question under ERISA that lower Courts have answered to the detriment of employees and retirees across the United States.

The Question Presented Is:

Do employees and retirees have the right under the Employee Retirement Income Security Act (ERISA) to obtain information and documentation from their employer, and/or the life insurance company the employer does business with, explaining why the insurance rates of their group life insurance policy contracts were raised so that they may determine whether the rates increases were honest, fair, and justified per the terms of their life insurance policy contract, their employee benefit plan, and insurance industry standards?

PARTIES TO THE PROCEEDINGS

Petitioner, Roland Huff, was the Plaintiff/Appellant in the courts below. Respondent, BP Corporation of North America, was the Defendant/Appellee below. Metropolitan Life Insurance Company was also named as a defendant but was never served with summons and complaint for reasons not relevant to this appeal.

CORPORATE DISCLOSURE STATEMENT

Petitioner is an individual. Therefore, a corporate disclosure statement is not applicable under Rule 26.1 of FRAP.

STATEMENT OF RELATED PROCEEDINGS

Roland Huff v. Metropolitan Life Insurance Company, Case No. 4-21-cv-00284-CVE, filed in the Northern District of Oklahoma.

Roland Huff v. BP Corporation of North America and/or Metropolitan Life Insurance Company, Case No. 22-cv-044, filed in the Northern District of Oklahoma.

Roland Huff v. BP Corporation of North America and/or Metropolitan Life Insurance Company, Appeal Case No. 23-5022, filed in the 10th Circuit Court of Appeals.

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PETITION FOR A WRIT OF CERTIORARI

Petitioner respectfully petitions this Court for a writ of certiorari to review the rulings of the District Court of the Northern District of Oklahoma and the 10th Circuit Court of Appeals regarding only the Question Presented.[1]

The Defendants below, BP and MetLife, argued that the answer to the Question Presented is, No. Employees and retirees have no rights under ERISA to know why their group life insurance rates have been raised.

The District Court agreed with the Defendants and ruled that the answer to the Question Presented is, No. Employees and retirees have no rights under ERISA to know why their group life insurance rates have been raised.

The 10th Circuit Court affirmed the District Court, and that means its answer to the Question Presented is, No. Employees and retirees have no rights under ERISA to know why their group life insurance rates have been raised.

Accordingly, under those rulings and the current interpretation of ERISA of the Courts below, employers and/or the insurance companies they do business with can cheat and steal from employees and

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[1] Respectfully, may the Court please note that Petitioner unsuccessfully presented other claims, alleged facts, theories, and arguments to the District Court and on appeal to the 10th Circuit Court. However, for this appeal, Petitioner abandons all those other portions of his case below and everything else not related to the Question Presented. All that Petitioner seeks here is this Supreme Court's Answer to the Question Presented.

retirees by unjustifiably raising the rates (and premiums) they pay for their group life insurance policies which they obtained through their employers.

Alarmingly, these companies can do that without fear of ever getting caught because, pursuant to the Court rulings below, employees and retirees have no rights under ERISA (nor any state law) to monitor these companies to find out if the increases in the rates (and premiums) they must pay are honest, fair, and justified per the terms of their insurance policy contracts, their employee benefit plans, and insurance industry standards.[2]

[2] How Life Insurance Works: Everyone knows life insurance premiums naturally increase over time as one ages. However, that is not how rates increase. Rates are a fixed term of the policy. Rates may be raised but not without a good reason, such as substantial changes in life expectancy tables. Furthermore, rates increases must be done in accordance with the terms of the insurance policy contract.

OPINIONS AND ORDERS BELOW

The Order and Judgment of the 10th Circuit Court of Appeals may be found at Appendix A.

The District Court's Order dismissing Petitioner's ERISA based complaint may be found at Appendix B. Please note that section A of the Order, pages 4 – 6, is the most applicable to the Question Presented.

The Order Denying Petition for Rehearing in the United States Court of Appeals for the 10th Circuit may be found at Appendix D.

JURISDICTION

The Order and Judgment of the 10th Circuit Court of Appeals was entered on 12/20/2023 and its Order denying Petitioner's Petition for Rehearing was entered on 01/22/2024 [Doc. 01011098770]. The jurisdiction of this Court is invoked under 28 U.S.C. § 1254(1).

STATUTORY PROVISIONS INVOLVED

29 U.S.C. § 1001

29 U.S.C. § 1024(b)(4)

29 U.S.C. § 1132

Relevant statutory provisions are reproduced in the Appendix at Appendix E.

STATEMENT OF THE CASE

A. Introduction

Respectfully, hundreds, possibly even thousands, of employees and/or retirees like Petitioner, are at risk of losing the group life insurance policies they obtained as employee benefits through their employers from insurance companies the employer does business with. Under the lower Courts' current "narrow" interpretation of ERISA, employers and/or the insurance companies they do business with can:

(a) cheat and steal from employees/retirees by unjustifiably raising their insurance rates and premiums until the employees/retirees can no longer afford to keep their policies; and

(b) they can do that without fear of ever getting caught.

In *Fort Halifax v. Coyne*, 482 U.S. 1 (1987) this Supreme Court pointed out that "The congressional declaration of policy, codified at 29 U.S.C. § 1001, states that ERISA was enacted because Congress found it desirable **that "disclosure be made, and safeguards be provided with respect to the establishment, operation, and administration** of [employee benefit] plans. §1001(a)." The 1st Circuit Court of Appeals interpreted *Fort Halifax* to say, ERISA's most important goal is the **protection and safeguarding of the financial integrity of employee benefit funds, to permit employee monitoring of earmarked assets, and to ensure that employers' promises are kept**. *Belanger v. Wyman-Gordon*, 71 F.3d 451, 454 (1st Cir. 1995). [All Emphasis Added].

Below, neither the District Court nor the 10th Circuit Court of Appeals followed those principles, ideals, and pronouncements. Petitioner's lawsuit asked for information and documentation explaining why the rates of his group life insurance policy (found by the District Court to be an "employee benefit plan" subject to ERISA) had been raised numerous times over the years. Petitioner wanted to know whether the rates increases were honest, fair, and justified per the terms of his policy contract, his employee benefit plan, and industry standards.

In other words, pursuant to *Fort Halifax* Petitioner sought to engage in *employee monitoring of the operation and administration of his group life insurance policy contract* (an "employee benefit plan") *to ensure that the employer's and insurance company's promises about his rates and premiums were being kept*. In spite of *Fort Halifax*, both Courts below ruled that under ERISA Petitioner has no right to do so.

B. Factual Background

Petitioner is 81 years old and is the named insured of a $264,000.00 group life insurance policy issued by Metropolitan Life Insurance Company (MetLife). He obtained the policy just a few months before he retired in 1998 through his employer, Defendant BP's predecessor, AMOCO. Today, 25 years later, Petitioner pays $2,733.98 a month for that policy Ever since he retired, MetLife has billed him directly for the policy and Petitioner has paid MetLife directly for the policy. BP has never been involved in the billing process nor anything else regarding the policy. All the business dealings about the policy have been between Petitioner and MetLife only.

Over the years, BP (and/or MetLife) has raised his insurance rates numerous times.[3] When insurance rates are raised that means the insurance premiums for the policy are raised in accordance with the increased rates. When premiums are raised that means it becomes more difficult for the insured, an employee or retiree, to afford to keep the insurance policy coverage in place. In recent years there have been lawsuits filed against life insurance companies for raising rates unjustifiably and with the intent to purposely cause insureds to lapse their policies so that they could keep the premiums paid-to-date as profits (a/k/a Forced Lapsing).[4]

Back in late 2019 after hearing about insurance companies raising rates to force people into lapsing their policies and also feeling the financial difficulty of being able to continue to afford his $264,000 life insurance policy, Petitioner started asking questions. He wanted to know why the rates of his group life insurance policy kept being raised. He wanted an explanation. He wanted to know whether the rates increases were honest, fair, and justified under the terms of his insurance policy contract, under the terms

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[3] Which entity is truly responsible for raising the rates is/was an issue disputed by the parties below but since discovery was never allowed by the District Court the issue was never resolved. Accordingly, Petitioner does not know which company is responsible for raising his rates. He just knows his insurance rates have been raised and neither company has ever explained why.

[4] For example see, *Feller v. Transamerica Life Insurance Company*, Case No. 2:16-cv-01378 (C.D. Cal.) and *Dickman v. Banner Life Insurance Co.,* Case No. 1:16-cv-00192, U.S. District Court, D. Maryland.

of BP's employee benefit plan, and in accord with industry standards. He wanted assurance that he was not being forced into lapsing his policy.

Having always, for the previous 20 years, contacted MetLife directly with questions about his policy, Petitioner politely asked MetLife for information and documentation explaining the reason for the rates and premium increases for his insurance policy. Although he asked 3 times, MetLife never responded. MetLife just ignored him.

C. Proceedings Below

Not knowing that BP might be involved in the increase of his insurance rates, and not knowing this might be an ERISA matter, suit was first filed against MetLife in state court for the expressed purpose of obtaining information and documentation explaining why his rates had been raised so that he could determine whether the increases were honest, fair, and justified per the terms of his insurance policy contract and industry standards.[5] That lawsuit was removed from state court to federal court in the Northern District of Oklahoma.[6] It was summarily dismissed without prejudice because the Court

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[5] All of the key pleadings Petitioner filed below clearly state the goal and primary purpose of his lawsuit was to obtain information and documentation explaining why his insurance rates had been raised. He wanted and needed that information so that he could determine whether the rates increases were honest, fair, and justified per the terms of his insurance policy contract, the terms of his employee benefit plan, and industry standards.

[6] *Roland Huff v. Metropolitan Life Insurance Company*, Case No. 4:21-cv-00284-CVE, on file in the Northern District of Oklahoma.

determined Petitioner's $264,000 group life insurance policy was an "employee benefit plan" subject to ERISA.

Accepting that ruling, Petitioner then began politely asking BP's Benefits Center about the increases in his insurance rates. Although Benefits Center personnel responded at first with general denials saying BP had nothing to do with Petitioner's $264,000 group life insurance policy, BP eventually shut down all communications and ignored petitioner just like MetLife had. Therefore, suit was filed against BP for the expressed purpose of obtaining the information and documentation explaining why his rates were raised to be able to determine whether the increases were honest, fair, and justified per the terms of his insurance policy contract, the terms of the employee benefit plan, and industry standards. That case also ended up in the District Court of the Northern District of Oklahoma but in front of a different Court.

The second Court also ruled Petitioner's policy was an "employee benefit plan" subject to ERISA. After some resistance to that ruling was filed by Petitioner and overruled, the case was wholly dismissed because (a) the Court ruled the policy was subject to ERISA, and, per Petitioner's understanding of the ruling, (b) because under ERISA Petitioner has no right to obtain the information and documentation he seeks about the increases of his insurance rates for his group life insurance policy.

In sum, as Petitioner understands it, the District Court ruled that (a) Petitioner has no rights under state law to obtain the information he seeks because

the insurance policy is an "employee benefit plan" subject to ERISA, and (b) no rights to obtain that information under ERISA either.

Petitioner then appealed to the 10th Circuit Court of Appeals for the purpose of finding out whether the District Court was right about that. Although the 10th Circuit Court's first ruling (Appendix A) was not exactly on point to the Question Presented herein, its later Order Denying Petitioner's Petition for Rehearing (Appendix D) was.[7] In sum, as Petitioner understands the ultimate and final outcome of the rulings, the 10th Circuit Court agreed with the District Court that Petitioner has no right under ERISA to obtain the information and documentation he seeks about his insurance rates being raised.

Therefore, Petitioner stands before this Court *empty-handed* and still without any knowledge of WHY his insurance rates have been raised numerous times since he retired in 1998. He has been kicked out of the judicial system and left alone to simply wonder and worry why his rates were raised and whether they might be raised again someday without any explanation.

D. The Effect of the Lower Courts' Interpretation of ERISA

Respectfully, the rulings of the Courts below mean that, under ERISA, employers and/or the insurance

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[7] Petitioner's *Petition for Rehearing* focused on one issue and was exactly the same issue focused on in the Question Presented herein. *See*, Petition for Rehearing, DOC: 010110977937, Filed: 01/03/2024.

companies they do business with are allowed to cheat and steal from employees and retirees by unjustifiably raising the insurance rates (and premiums) of their group life insurance policy contracts without fear of ever getting caught.

Under the Courts' rulings, the harsh reality is **e**mployees and retirees have no right to obtain and examine the information and documentation explaining why their rates were raised. And, therefore, they cannot monitor their employers, nor the insurance companies the employer does business with, to determine whether the increases were honest, fair, and justified under the terms of their life insurance policy contract, under the terms of their employee benefit plan, and in accordance with industry standards.

Respectfully, that result. caused by the lower Courts' rulings, is unfair, unreasonable, and inconsistent with what this Court declared in *Fort Halifax v. Coyne,* and how the 1st Circuit interpreted *Fort Halifax*:

> "The congressional declaration of policy, codified at 29 U. S. C. § 1001, states that ERISA was enacted because Congress found it desirable **that "disclosure be made, and safeguards be provided with respect to the establishment, operation, and administration** of [employee benefit] plans." §1001(a)."

Fort Halifax v. Coyne, 482 U.S. 1 (1987) [Emphasis Added].

The 1st Circuit Court of Appeals interpreted *Fort Halifax* as follows:

> "ERISA's substantive protections are intended to **safeguard the financial integrity of employee benefit funds, to permit employee monitoring of earmarked assets, and to ensure that employers' promises are kept**."

Belanger v. Wyman-Gordon, 71 F.3d 451, 454 (1st Cir. 1995). [Emphasis Added].

> "Congress enacted ERISA to reduce **the threat of abuse, mismanagement, and misappropriation** of employee benefit funds by employers, …"

Demars v. Cigna Corp and Ins. Co. of North America, 173 F.3d 443 (1st Cir. 1999). [Emphasis Added].

Disregarding the pronouncements above and the threat that employers and/or the insurance companies they do business with could, without fear of ever getting caught, unjustifiably increase the rates and premiums of employee/retiree group life insurance policy contracts, the Courts below ruled that Petitioner, and those similarly situated, have no right under ERISA to obtain information and documentation regarding the increases in their insurance rates and premiums and the justifications for doing so.

E. The Basis of the Lower Courts' Rulings

Why can't employees/retirees have information about the increases in their employee benefit group

life insurance rates and premiums? The best Petitioner can determine, it is because of the Courts' "narrow" interpretation (possibly, misinterpretation) of the terms "**contract**" and "**other instruments**" in 29 U.S.C. § 1024(b)(4).

> **"(4)** The administrator shall, upon written request of any participant or beneficiary, furnish a copy of the latest updated summary, plan description, and the latest annual report, any terminal report, the bargaining agreement, trust agreement, **contract**, or **other instruments** under which the plan is established or operated…"

In its Motion to Dismiss, Defendant BP argued that Petitioner has no right to the information he seeks because ERISA does not require it:

> "The only information required to be furnished under ERISA … is a copy … of the "summary plan description" or "the latest annual report, any terminal report, the bargaining agreement, trust agreement, contract, or other instruments under which the plan is established or operated." 29 U.S.C. § 1024(b)(4)."

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Citing and quoting other circuit court cases as authority, the District Court found and stated the following:

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[8] Respectfully, what is BP and/or MetLife hiding? Why don't they want to explain and reveal the reasons for the rates increases?

> "Courts have interpreted "other instruments" to mean "the formal legal documents that govern or confine a plan's operations, rather than the routine documents with which or by means of which a plan conducts its operations." *Bd. Of Trs. Of the CWA/ITU Negotiated Pension Plan v. Weinstein,* 107 F.3d 139, 142 (2d Cir. 1997); *see also Williamson v. Travelport, LP*, 953 F.3d 1278, 1294 (11th Cir. 2020) ("[M]ost circuits interpret "other instruments" **narrowly**, explaining that they must be "formal legal documents" and not merely any documents *related to* a plan.");"

Appendix A, District Court's Order, p. 5.[9] [Emphasis Added].

Apparently, based on the Court's discussion,[10] other, and even more, lower Courts have also concluded and ruled that employees and retirees have no rights to monitor increases in the price they must pay for their group life insurance policy contracts. They have no rights to investigate the reasons why the employer and/or the insurance company raised the rates and premiums of their insurance policy contracts because that kind of information and documentation

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[9] A secondary question raised here is: Which Court is right? The 1st Circuit? Or the District Court and the 2nd and 11th Circuits it quoted? Or are they all in agreement from this Supreme Court's perspective?

[10] Respectfully, as previously mentioned, only section A, pages 4 – 6 of the District Court's Order, is truly applicable to the Question Presented.

does not fit within the meaning of the term "**other instruments**," nor any other kind of document listed in § 1024(b)(4). Not even under the term, "**contract**."

F. Reasons Petitioner Disagrees

Respectfully, Petitioner disputes the lower Courts' interpretation for the following reasons:

(1) Interpreting ERISA "narrowly" and thereby blocking employees/retirees from monitoring and investigating increases in the rates and premiums they are charged to keep their group life insurance policy contracts in place is not consistent with this Supreme Court's pronouncements in *Fort Halifax v. Coyne*.

(2) Ultimately, the "narrow" interpretation of the lower Courts means that employers and/or the insurance companies they do business with can cheat and steal from employees and retirees by unjustifiably raising their insurance rates and the premiums employees/retirees must pay to keep their group life insurance policy benefits in place without fear of ever getting caught.

(3) As argued below, the insurance rates employees and retirees are charged for their group policies are contract terms. Rates control the amount of money employees and retirees must pay for their life insurance contracts. No party to a contract can simply change what the other party must pay in exchange for whatever they receive from the other party. But that is exactly what BP (and/or MetLife) is doing here to Petitioner and those similarly situated. Because the interpretation of ERISA by the Courts below allow them to do that.

(4) § 1024(b)(4) states "The administrator shall … furnish a copy of the latest updated … **contract**, or **other instruments** under which the plan is established or operated…"

No one can reasonably argue that the price one pays for an insurance contract is not a term of the contract. Therefore, since the price employees/retirees pay for their insurance policy contracts is a term of those contracts, employees/retirees should have the right to monitor and investigate the reasons why their employer and/or their insurance company raised the rates and premiums of their group life insurance policy contracts.

That kind of information and documentation form the most important term of the group life insurance policy contract – the price employees/retirees must pay for the benefit they receive from the insurance contract. Thus, the information and documentation Petitioner seeks fits squarely within the meaning of the terms *"**contract**, or **other instruments** under which the plan is established or operated…"* in § 1024(b)(4).

Respectfully, Petitioner asks this Supreme Court, for the sake of hundreds, maybe even thousands, of employees/retirees to "weigh in" and inform all the Courts, employers, insurance companies, and employees/retirees whether the lower Courts' "narrow" interpretation of ERISA is correct or not.

REASONS FOR GRANTING THIS PETITION

I. A Major Threat Exists For All Employees/Retirees Throughout The United States, and Granting This Petition Could Resolve It.

Under the current interpretation of ERISA by the Courts below, employers and/or the insurance companies they do business with can cheat and steal from employees and retirees by raising the rates and premiums of employee/retiree group life insurance policies without justification.

Alarmingly, they can do so without fear of ever getting caught because employees/retirees have no rights under ERISA (nor state law) to monitor these companies to find out if the rates increases are honest, fair, and justified per the terms of their policies, their benefit plans, and industry standards.

Said another way, regarding their group life insurance policy rates, the lower Courts have ruled employees/retirees have no rights *to engage in employee monitoring of their employers to ensure that employers' promises are being kept*, and no ways and means *to reduce the threat of abuse, mismanagement, and misappropriation by employers* (and/or by the insurance companies the employer does business with).

Thus, the question presented is of great importance to the hundreds of employees and retirees who have obtained group life insurance policies through employee benefit plans and wish to keep them in place. They need the assurance they have the right to engage in employee monitoring to ensure their

employer and/or insurance company's promises are being kept regarding the rates and premiums they are charged.

II. Lower Courts Need Instruction and Guidance Regarding ERISA § 1024(b)(4), and Granting This Petition Is A Way to Provide It.

The price any person to a contract pays under a contract for the benefits of that contract is of utmost importance. What one pays is probably even the most important contract term one weighs in deciding whether to enter into a particular contract or not. The importance of how much one has to pay for the benefits of the contract never goes away. It is something the payor always considers no matter how long they have been a party to the contract. Thus, the price one must pay for the benefit received is a term of the contract they entered into.

Yet, the "narrow" interpretation of ERISA by the Courts below totally disregards that fact. They have ruled employees/retirees have no rights to know what the increased charges of their life insurance contracts are based upon. In effect, the harsh reality is, the lower Courts have told employees/retirees -- you must simply trust your employer, and the insurance company it does business with, that the increased charges are right and fair. The rulings say, when your rates and premiums are increased, you cannot question them. You must just pay the increases and shut up about it. Or don't pay the increases and lapse your policy. That's the only choice and right you have as an employee/retiree. The Courts have ruled that ERISA protects employers and insurance companies, but not employees/retirees regarding the amount of

money employees/retirees are charged to keep their group life insurance policies in place.

Not in those words, admittedly. But bottom-line that is what the decisions below in this case mean. That is the end result. Respectfully, to date, that is the unreasonable, unfair, and unjust end result of this case below.

Therefore, the lower federal Courts throughout the U.S. need instruction and guidance on § 1024(b)(4) and the Question Presented from this Supreme Court. By granting this petition, this Supreme Court can provide it to them.

CONCLUSION

Employees and retirees are presently at the mercy of their employers and/or the insurance companies they do business with regarding the group life insurance policies they obtain through their employer's employee benefit plans. Today, per current rulings of lower federal courts, employers and/or the insurance companies they do business with can unjustifiably increase the insurance rates and premiums employees/retirees pay for their group life insurance policies without fear of ever getting caught.

Unbelievably, there is nothing the employee or retiree can do about it because the lower courts have ruled that, under ERISA, they have no rights to obtain the information and documentation they need to determine whether the increases are honest, fair, and justified under the terms of their insurance policy contracts, the terms of their employee benefit plans, and in accordance with industry standards.

Therefore, employees and retirees who have group life insurance policy contracts they obtained through their employers are in desperate need of this Supreme Court's answer to the Question Presented. Of course the hope is the answer will be in their favor. But even if not, the answer will be helpful to Courts, employers, employees, retirees, and insurance companies throughout the United States.

Petitioner thanks this Supreme Court for its time and consideration in these tumultuous times. May God bless the Court with wisdom and guidance in deciding what is right and just. Thank you.

Respectfully submitted,

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