United States Court of Appeals for the Fifth Circuit

United States Court of Appeals
Fifth Circuit
FILED
August 26, 2026
Lyle W. Cayce
Clerk

No. 25-50566

JASON GRICE,

Plaintiff—Appellant,

versus

METROPOLITAN LIFE INSURANCE COMPANY,

Defendant—Appellee.

Appeal from the United States District Court
for the Western District of Texas
USDC No. 1:23-CV-1202

Before RICHMAN, DUNCAN, and OLDHAM, *Circuit Judges*.

PER CURIAM:[*]

Jason Grice requested disability benefits through his employer-provided health insurance. The plan's administrator, Metropolitan Life Insurance Company, denied Grice's claim. Grice sued. The district court granted summary judgment to MetLife. We affirm.

[*] This opinion is not designated for publication. *See* 5TH CIR. R. 47.5.

I

Jason Grice works as a Senior Solutions Consultant at Google. Grice has Charcot-Marie-Tooth syndrome, a nerve disorder that caused his right foot and ankle to deform. Grice underwent reconstructive surgery on January 20, 2022. The surgery went well, and at a February 4 follow-up, Dr. Ebert noted that Grice reported no pain, that the incision was clean and healing well, and that Grice could move his foot in a full range of motion. At a second follow-up in March, Dr. Ebert estimated that Grice's surgery and recovery would leave him "incapacitated" until July 20, 2022.

Grice continued to follow up with Dr. Ebert, began seeing a pain management doctor, and attended physical therapy. Grice's physical therapist noted that by April 2022, Grice was able to walk, climb a full set of stairs, and "demonstrate[ed] continued improvement in foot/ankle mobility." At one appointment with his pain management team, Grice even reported that he was "going out of town" on a trip "and was concerned he will have a lot of pain due to hiking" he planned to do. Although Grice reported pain and was prescribed pain medication, his condition appears to have generally improved during the months following his surgery.

Throughout early 2022, Grice received short-term disability benefits through his Google insurance plan, relying on Dr. Ebert's statement that he would be unable to work until July 20. On July 6, Dr. Ebert confirmed that Grice could return to full-time work on July 20, and without any restrictions. But Grice did not return to work on July 20. Instead, on July 25, Dr. Ebert submitted a new form, extending Grice's return-to-work date to September 23. Dr. Ebert noted that Grice's recovery was affecting his ability to bend, lift, sit, and walk, and opined that Grice could not perform his role without accommodations. Dr. Ebert nonetheless included an unrestricted return-to-work date of September 23.

Grice eventually filed a claim for long-term disability ("LTD") benefits from MetLife. To qualify for LTD benefits, Grice must be "Totally Disabled"—meaning he is "unable to perform with reasonable continuity the Substantial and Material Acts necessary to pursue [his] Usual Occupation in the usual and customary way," and, after a two-and-a-half year period, "not able to engage with reasonable continuity in any occupation in which [he] could reasonably be expected to perform satisfactorily." Grice supported his claim with records from Dr. Ebert. But a MetLife Nurse Consultant concluded that Dr. Ebert's records only supported a temporary off-work period, making Grice ineligible for LTD benefits. MetLife also had an independent physician, Dr. Andrew Chen, review Grice's medical records. Dr. Chen agreed that Grice had been unable to work from January 20 through March 1, 2022, but that after that date, Grice was able to sustain his sedentary role with Google on a full-time basis. A Vocational Rehabilitation Consultant also reviewed the records and Dr. Chen's report and agreed with Dr. Chen. Accordingly, MetLife denied Grice's claim for LTD benefits on November 30, 2022.

Grice appealed. In his appeal, Grice attached a new form from his pain management specialist, Dr. Sailesh Reddy, reports from his physical therapist at Baylor Scott & White Rehabilitation, and another record from a later visit with Dr. Ebert. MetLife referred the appeal to another independent physician, Dr. Arash Yaghoobian. Dr. Yaghoobian reviewed Grice's records and concurred with Dr. Chen's assessment that Grice had not been totally disabled after March 2022: Grice could sit unrestricted, stand for up to two hours a day, and walk for one hour a day at that time. Dr. Yaghoobian did state that Grice should not crouch, crawl, climb ladders, work at unprotected heights, or operate a motor vehicle or heavy machinery. Because Grice's sedentary desk job with Google did not require any of these actions, however,

Dr. Yaghoobian concluded that Grice's work had been "sustainable on a full-time basis." MetLife upheld its denial of benefits on July 5, 2023.

Grice sued under ERISA. *See* 29 U.S.C. § 1132(a)(1)(B). He alleged that MetLife wrongly denied his LTD benefits claim. The district court granted summary judgment to MetLife. Grice timely appealed. He argues that the district court erred in deferring to MetLife's claims determination. Our review is de novo.

II

Grice's appeal presents two questions: (A) whether Grice's MetLife plan contained a valid delegation clause, and (B) whether Grice was entitled to benefits.

A

We begin with the delegation clause. Where a benefits plan governed by ERISA "gives the [plan] administrator . . . discretionary authority to determine eligibility for benefits or to construe the terms of the plan," courts review such determinations for an abuse of discretion. *Firestone Tire & Rubber Co. v. Bruch*, 489 U.S. 101, 115 (1989). Plans confer discretion via provisions known as delegation clauses. *See Ariana M. v. Humana Health Plan of Tex., Inc.*, 884 F.3d 246, 247 (5th Cir. 2018).

Grice offers at least four different arguments against applying an abuse of discretion standard here. He claims his policy contained no delegation clause; that even if it did, enforcing such a clause would conflict with the policy's antidiscrimination provision; that Texas law banning delegation clauses controls; and, finally, that applying this delegation clause would violate ERISA's Savings Clause. *See* 29 U.S.C. § 1144(b)(2)(A).

Only the third of these arguments merits discussion. Under Texas law, insurance contracts may not contain a delegation clause. *See* TEX. INS.

CODE § 1701.062(a). On Metlife's reading, that ban does not apply here, as a choice-of-law provision in Grice's policy requires applying California law. But MetLife acknowledges that California law *also* bans the use of delegation clauses. CAL. INS. CODE § 10110.6(a). It argues that the California ban applies only to "insurance coverage for any *California resident*." *Id.* (emphasis added). Because Grice is not a California resident, the argument goes, § 10110.6(a) does not apply.

Pressed at oral argument, MetLife's counsel conceded that this puts Grice in a peculiar spot: Even though his home State (Texas) and the State selected by his insurance policy (California) both prohibit the use of delegation clauses, neither prohibition protects Grice. While this court has blessed the use of choice-of-law provisions in ERISA plans, *see Rittinger v. Healthy All. Life Ins. Co.*, 914 F.3d 952, 955 (5th Cir. 2019), we have seemingly never confronted a plan that avoided two different state law bans on delegation clauses. In essence, Grice's policy chose to be governed by no state law at all. And if we had to confront that issue in this case, we'd be loathe to agree with MetLife for many reasons—not the least of which is that ERISA's Savings Clause expressly preserves state insurance law. *See* 19 U.S.C. § 1144(b)(2)(A). So we doubt an ERISA plan can tell its insured that no state law applies to him.

Luckily, we need not address these thorny choice-of-law issues, nor any of the parties' other arguments over the proper standard of review. Even reviewed de novo, Grice was not totally disabled. *Cf. United States v. Sepulveda*, 64 F.4th 700, 713 (5th Cir. 2023) (noting in the restitution award context that where an award "survives de novo review, [the court] . . . need not decide whether some less stringent standard of review applies"). We have applied this same logic to ERISA claims, albeit in unpublished opinions. *See Byerly v. Standard Ins. Co.*, 843 F. App'x 572, 575 (5th Cir. 2021) (per curiam); *Lebron v. Nat'l Union Fire Ins. Co.*, 849 F. App'x 484,

486 (5th Cir. 2021) (per curiam). Therefore, we assume de novo review applies.

B

Under a de novo standard, a court will not defer to an administrator's decisions—no matter whether they are "based on a factual determination" or an interpretation of the policy language. *Ariana M.*, 884 F.4th at 256–57. Rather, the "ERISA plan must explain its decision to deny benefits, and its denial must be based on concrete evidence." *Dwyer v. United Healthcare Ins. Co.*, 115 F.4th 640, 647 (5th Cir. 2024). At all times, "the text of the plan is the alpha and the omega." *Id.*

Start with the text. The language governing LTD benefits is set forth in Grice's Certificate of Insurance. To receive those benefits, Grice had to show that his condition rendered him "Totally Disabled." That defined term required Grice to be "unable to perform with reasonable continuity the Substantial and Material Acts necessary to pursue [his] Usual Occupation in the usual and customary way" during a 180-day "Elimination Period and the next 24 months." And after that period, Grice must be unable "to engage with reasonable continuity in *any occupation* in which [he] could reasonably be expected to perform satisfactorily . . . that exists within . . . a reasonable distance or travel time from" his residence. Grice claimed to be totally disabled after his January 2022 reconstructive surgery, so the relevant Elimination Period ran until July 2022. To receive benefits during the following 24 months, then, Grice needed to show that he was "unable to perform" his role as a Senior Solutions Consultant with reasonable continuity and in the usual and customary way.

Reviewing the record, Grice failed to make that showing. Google reported to MetLife that Grice's Senior Solutions Consultant role "is classified as sedentary level work." Grice apparently worked seated at a desk.

And while his role "may require exerting up to 10 pounds of force occasionally," it "involve[d] sitting most of the time [and] walking or standing for brief periods of time." A review of Grice's medical records indicates that he could return to his role at Google after July 2022, albeit with restrictions to accommodate his recovery.

AFFIRMED.