

Jani v. Bell

2005 U.S. Dist. LEXIS 10150

Authored by Tim DeGeorge

Michael J. Webster was a former nine-time All-Pro NFL player who helped bring the Pittsburgh Steelers to four super bowl victories. Also known as "Iron Mike," Webster was a Pro Football Hall of Famer after playing center on the offensive line for 245 games from 1974 to 1988. As a center, Iron Mike was responsible for holding the football to the ground until the snap, which makes him particularly exposed to blows from defensive linemen. In 1998, Webster was diagnosed with brain damage resulting from head injuries he sustained during his football career. Because his cognitive functions were so impaired that he could no longer engage in any type of gainful employment, Webster applied for disability benefits under the NFL Player Retirement Plan and Supplemental Disability Plan ("Plan" – includes the Plan Fiduciaries).

Iron Mike was denied benefits under the Plan, because the Plan's Retirement Board determined that even though Iron Mike's medical records and affidavits supported a finding that he had been totally and permanently disabled as a result of league activities, Iron Mike had not become totally disabled "shortly after" his disability arose. Under the Plan, Iron Mike would have received disability benefits only if his disabilities resulted from League football activities, while an active player and caused him to be totally and permanently disabled when the disabilities first arose. The Plan stated that Webster's disabilities arose on or before March 1991, but that he did not become totally and permanently disabled by that date. After exhausting all options of appeal to Plan's Retirement Board, Sunny Jani, the Administrator of the estate of decedent Iron Mike Webster, filed suit against the Plan, seeking summary judgment for wrongful denial of benefits under the Employee Retirement Income Security Act of 1974 ("ERISA"). The two main issues of this case are (1.) whether or not the Plan abused its discretion when it determined that Iron Mike was not disabled until 1996, and (2.) whether or not the Plan's limitation period should apply to Iron Mike's disability claim.

Regarding the first issue, the court applied stated that it is not an abuse of the discretion for a retirement plan fiduciary to deny benefits when it is presented with conflicting medical evidence and the conflicting evidence on which the fiduciary relies must be substantial. Each specialist who examined Iron Mike's neurological status concluded that he was totally and permanently disabled under the terms of the Plan by March 1991. Iron Mike submitted volumes of evidence which substantiated that he had not been able to perform work since 1991, including affidavits, Social Security, and Internal Revenue records. Iron Mike's oncologist did not diagnose cognitive impairments until 1996, but there is no indication that the oncologist ever examined Iron Mike's neurological function before that time. The court held that the fact that Iron Mike's oncologist did not diagnose his neurological impairments at an earlier date as irrelevant in light of the overwhelming evidence that he had been disabled since 1991, to justify the plan's determination that he was not disabled until 1996.

Regarding the second issue, the Plan's forty-two month limitations period is tolled when a Player is physically or mentally incapacitated in a manner that substantially interferes with the filing of a claim. Substantial expert evidence showed that Iron Mike was totally and permanently disabled under the terms of the plan since March

1991. The court ruled that given that Iron Mike had been incapacitated by brain damage since 1991, the Plan's limitations period does not apply to his disability claim.

The court granted Summary Judgment in favor of Iron Mike, because: 1. The Plan abused its discretion when it determined that Iron Mike was not disabled until 1996, and 2. The court determined that the Plan's limitation period did not apply to Iron Mike's disability claim. Therefore, "Iron Mike" Webster's Estate received full total and disability benefits as prescribed under the Plan without any applicable limitation period. In the future, the s Plan must provide benefits even when conflicting evidence exists regarding a Player's condition as long as that evidence is not substantial. This will hopefully allow NFL players to receive the Plan benefits they deserve while they are still alive and could use the Plan for its original intention.