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Just Who Can You Sue? The *Cyr* Approach to Determining Proper Defendants in ERISA Actions

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JUST WHO CAN YOU SUE? THE *CYR* APPROACH TO DETERMINING PROPER DEFENDANTS IN ERISA ACTIONS

Abstract: On June 22, 2011, in *Cyr v. Reliance Standard Life Insurance Co.*, the U.S. Court of Appeals for the Ninth Circuit, sitting en banc, held that a third-party insurer is a proper defendant in an ERISA action, and that potential liability under ERISA is not limited to the benefits plan itself or the designated plan administrator. In doing so, the court increased protections for benefit plan participants and gave third-party insurers and employers incentives to act fairly and responsibly when deciding employee claims. Accordingly, this Comment argues that the *Cyr* approach, compared to approaches taken by other circuits, most closely reflects the legislative intent behind ERISA to protect American workers' benefits in a uniform manner.

Introduction

Under section 1132(a)(1)(B) of the Employment Retirement Income Security Act (ERISA), employees who participate in healthcare and benefit plans may bring claims to recover benefits or enforce rights under the terms of those plans.[1] Although the statute expressly states who may bring these actions and under what circumstances, it does not expressly state which entities may be named as defendants.[2] In 2007, Laura Cyr brought an action against Channel Technologies, Inc.—her employer and the designated plan administrator—and Reliance Standard Life Insurance Company—the insurer, which made determinations to grant or deny participants' claims for increased disability payments.[3] Reliance filed a motion for summary judgment claiming that, as a third-party insurer, it was not a proper defendant in an ERISA action.[4] Yet, the U.S. Court of Appeals for the Ninth Circuit, overruling many of its prior decisions, held that any party with discretionary con-

[1] 29 U.S.C. § 1132(a)(1)(B) (2006). "A civil action may be brought . . . by a participant or beneficiary . . . to recover benefits due to him under the terms of his plan, to enforce his rights under the terms of the plan, or to clarify his rights to future benefits under the terms of the plan." *Id.*

[2] Cyr v. Reliance Standard Life Ins. Co., 642 F.3d 1202, 1205 (9th Cir. 2011).

[3] *Id.* at 1204.

[4] *Id.*

trol over an employee benefits plan is a proper defendant in an ERISA action.[5]

This Comment argues that the Ninth Circuit's approach to section 1132(a)(1)(B) most closely reflects the legislative intent behind ERISA.[6] Part I provides a factual and procedural history of the *Cyr* case and briefly discusses ERISA, specifically section 1132.[7] Then, Part II discusses how, in prior ERISA actions, the Ninth Circuit and other circuits have determined proper defendants.[8] Further, it discusses flaws in these earlier applications.[9] Finally, Part III argues that, of those decisions, *Cyr* most closely aligns with the legislative intent behind ERISA by protecting benefit plan participants from abuses by all entities that have discretionary authority over employee benefits plans, regardless of the entity's title as a "plan administrator."[10]

I. *Cyr* and Proper Defendants Under ERISA

A. *Cyr's Suit, Lower Court Decisions, and the Insurer's Reluctance to Pay*

Channel Technologies, Inc. ("CTI") employed Laura Cyr ("Cyr") as a vice president.[11] As an employee of CTI, Cyr received long-term disability benefits under a program that was insured by the Reliance Standard Life Insurance Company ("Reliance").[12] Although only Reliance decided whether to honor or deny employee benefits claims, it did not hold the title of "plan administrator."[13]

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[5] *Id.* at 1206–07; *see also* Ford v. MCI Commc'ns Corp. Health & Welfare Plan, 399 F.3d 1076, 1081 (9th Cir. 2005) (holding that a "claims administrator," which had the exclusive authority to determine benefit eligibility, was not a proper defendant because it was not the benefit plan or "plan administrator"), *overruled by Cyr,* 642 F.3d 1202 (9th Cir. 2011); Gelardi v. Pertec Computer Corp., 761 F.2d 1323, 1324 (9th Cir. 1985) (holding that ERISA permitted plaintiffs to recover benefits only against the plan as an entity, and granting summary judgment in favor of the plan administrator and the employer).

[6] *See infra* notes 67–78 and accompanying text.

[7] *See infra* notes 11–40 and accompanying text.

[8] *See infra* notes 41–66 and accompanying text.

[9] *See infra* notes 41–66 and accompanying text.

[10] *See infra* notes 67–78 and accompanying text.

[11] *Cyr,* 642 F.3d at 1205.

[12] *Id.*

[13] *Id.* Although holding the title of plan administrator is not a requirement for liability under ERISA, multiple courts have used this term as a benchmark for determining liability. *See Ford,* 399 F.3d at 1081–82; Hall v. LHACO, Inc., 140 F.3d 1190, 1194 (8th Cir. 1998) (holding that the proper defendant in a section 32(a)(1)(B) claim is either the plan or the designated plan administrator); Garren v. John Hancock Mut. Life Ins. Co., 114 F.3d 186, 187 (11th Cir. 1997) (holding that the proper defendant in a section 1132(a)(1)(B) claim is the plan administrator).

In October 2000, Cyr was terminated as vice president of CTI.[14] Shortly thereafter, she filed a claim for long-term disability benefits because of a back condition.[15] Reliance approved Cyr's claim and subsequently paid out benefits based on her $85,000 annual salary.[16]

The following year, Cyr filed suit against CTI, alleging sex discrimination based on unequal pay.[17] She claimed that her salary was approximately half of that paid to male employees of similar skill, effort, and responsibility.[18] Cyr and CTI reached a settlement agreement that retroactively increased her salary to $155,000, effective one week prior to her termination date.[19] Cyr then contacted Reliance about increasing her benefits in accordance with her increased salary.[20] Although a Reliance representative stated that additional benefits would be paid to Cyr provided that there was a legitimate basis for the upgraded salary, Reliance never paid any increased benefits.[21]

As a result, seeking increased ERISA benefits, Cyr filed an action against the CTI Group Long Term Disability Benefit Program (the "Plan"), CTI in its capacity as the plan administrator, and Reliance.[22] Reliance moved for summary judgment claiming that, as a mere third-party insurer, it was not a proper defendant.[23] Initially, in 2007, the U.S. District Court for the Central District of California granted Reliance's motion in *Cyr v. Reliance Standard Life Insurance Co.*, holding that only the plan or plan administrator could be held liable under ERISA.[24] Based on the parties' supplemental briefings, however, the district court changed its ruling and entered summary judgment for Cyr.[25] Reliance appealed, and the Ninth Circuit agreed to hear the case en banc to reconsider and clarify its precedent as to which parties may be sued in an ERISA action.[26]

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[14] *Cyr*, 642 F.3d at 1205.
[15] *Id.*
[16] *Id.*
[17] *Id.*
[18] *Id.*
[19] *Id.*
[20] *Cyr*, 642 F.3d at 1205.
[21] *Id.*
[22] *Id.*
[23] *Id.*
[24] Cyr v. Reliance Standard Life Ins. Co., 525 F. Supp. 2d 1165, 1168 (C.D. Cal. 2007).
[25] *Id.* at 1168, 1174. The court found that Reliance was indeed liable because case law "left room for suits against insurers so long as they are functioning as the plan administrator," and Reliance was functioning as such by nature of its exclusive discretion over employee claims. *Id.*
[26] *Cyr*, 642 F.3d at 1203, 1205.

B. *ERISA: Congress's Quest for Uniform Employee Protection*

Congress enacted ERISA in 1974, in part, to ensure uniform employee benefit regulation throughout the nation.[27] By creating a comprehensive body of federal law, Congress hoped to reduce the administrative costs of determining specific state regulations, thereby preventing plans from passing those costs on to American workers.[28] To achieve this goal, ERISA preempts all state law "related to" employee benefit plans.[29] In preempting all state employee benefit laws, Congress sought to ensure that ERISA would provide identical protections to citizens of all states.[30]

In addition, Congress intended for ERISA to protect employees from losing benefits if a plan failed to accumulate and retain sufficient funds and from potential abuses by those in control of benefits.[31] Specifically, section 1132 (a)(1)(B) provides that a plan participant or beneficiary may bring an action "to recover benefits due to him under the terms of his plan, to enforce his rights under the terms of the plan, or to clarify his rights to future benefits under the plan."[32] Although this provision provides the circumstances under which a plan participant may bring an ERISA action, it is notably silent as to who may be named as a defendant.[33]

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[27] *See* Katherine A. McCallister, Note, *A Distinction Without a Difference? ERISA Preemption and the Untenable Differential Treatment of Revocation-on-Divorce and Slayer Statutes,* 52 B.C. L. Rev. 1481, 1486 (2011) (explaining that Congress' desire for uniform benefit rights for all Americans and concern that differing state law would undercut these rights for some citizens motivated its decision to have ERISA broadly preempt all state laws regarding employee benefit plans); John M. Teske, Notes & Comments, *Damages Suits Under ERISA: Why Third Parties with Discretion over Benefits Plans Must Be Held Accountable,* 36 Loy. L.A. L. Rev. 1753, 1757 (2003).

[28] *See* McCallister, *supra* note 27, at 1486; Teske, *supra* note 27, at 1757.

[29] 29 U.S.C. § 1144(a) (2006); *see* Jay Conison, Employee Benefit Plans in a Nutshell 69 (1993) (noting Congress' concerns over employees being treated unfairly by plans and the lack of recourse available to them).

[30] *See* Teske, *supra* note 27, at 1757; *see also* Menhorn v. Firestone Tire & Rubber Co., 738 F.2d 1496, 1500 (9th Cir. 1984) (explaining that Congress intended for "the courts . . . to formulate a nationally uniform federal common law to supplement the explicit provisions and general policies set out in ERISA").

[31] *See* 29 U.S.C. § 1001a (c) (stating that the policy of ERISA is to provide reasonable protection for the interests of participants and beneficiaries of financially distressed employee benefit plans); Conison, *supra* note 29, at 69.

[32] 29 U.S.C. § 1132(a)(1)(B); *see Cyr,* 642 F.3d at 1205.

[33] *See* 29 U.S.C. § 1132(a)(1)(B).

C. *Resolving the Proper Defendant Question in* Cyr

In *Cyr,* the Ninth Circuit relied on the plain language of ERISA to reach its conclusion that entities other than the plan administrator may be sued to enforce rights under an employee benefit plain.[34] The court noted that although section 1132 limits the types of ERISA actions which a plaintiff may bring, and limits the parties which may bring those actions, the section does not limit potential defendants in those claims.[35] The court held that because the statute does not limit who can be sued, entities other than the plan and plan administrator may be sued in "appropriate circumstances," such as when another party is directly involved with a plan participant's claim.[36]

Accordingly, in *Cyr,* the court held that Reliance was a proper defendant, even though Reliance lacked the title of plan administrator, because it nonetheless functioned in this capacity.[37] Cyr's employer, CTI, was the named plan administrator, even though the company did not deny Cyr's original claim for increased benefits.[38] Instead, Reliance, the third-party insurer, paid out initial benefits and denied Cyr's claim for increased benefits.[39] Therefore, the court concluded that Reliance was a logical defendant in Cyr's claim to recover benefits because Reliance was the party actually responsible for the disbursement of benefits and the denial of her claim.[40]

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[34] *See id.*; *Cyr,* 642 F.3d at 1204–05.

[35] *Cyr,* 642 F.3d at 1205. The Ninth Circuit also noted that the U.S. Supreme Court had addressed the liability question under a different subsection of section 1132(a) in *Harris Trust v. Savings Smith Barney, Inc.* 530 U.S. 238 (2000). *Id. Harris* presented the more complicated question of whether a defendant was a fiduciary of a pension trust, but the Ninth Circuit emphasized that the Supreme Court "rejected the suggestion that there was a limitation contained within section 1132(a)(3) on who could be a proper defendant" in an ERISA suit. *Id.*; *see Harris,* 530 U.S. at 241. The Ninth Circuit reasoned that in this more straightforward case, there was "no reason to read a limitation into [section] 1132(a)(1)(B) that the Supreme Court did not perceive in [section] 1132(a)(3)." *Cyr,* 642 F.3d at 1206.

[36] *Cyr,* 642 F.3d at 1204–05. The Ninth Circuit pointed to another companion section of the statute to support its conclusion that liability should not be limited to plans and administrators. *Id.* at 1206–07. Section 1132(d)(2) requires that "any money judgment under this subchapter against an employee benefit plan shall be enforceable only against the plan as an entity and shall not be enforceable against any other person unless liability under such person is established in his individual capacity under this subchapter." 29 U.S.C. § 1132 (d)(2). The *Cyr* court reasoned that "the 'unless' clause necessarily indicates that parties other than plans can be sued for money damages under other provisions of ERISA, such as [section] 1132(a)(1)(B), as long as the party's individual liability has been established." *Cyr,* 642 F.3d at 1207.

[37] *See Cyr,* 642 F.3d at 1207.

[38] *Id.*

[39] *Id.*

[40] *Id.*

II. Circuit Split on Proper Defendants Under ERISA

Federal circuit courts to have considered which entities may be named defendants in ERISA actions have split, thereby undermining Congress's goal of uniformity for all employee benefit plans.[41] Some courts permit suits against only the Plan and the named plan administrator; other courts take a less restrictive approach.[42]

The *Cyr* decision is the culmination of the Ninth Circuit's progression from a restrictive view of section 1132(a)(1)(B) to one that provides comprehensive protection for employees.[43] Initially, in 1985, in *Gelardi v. Pertec Computer Corp.*, the Ninth Circuit took a restrictive approach and held that under ERISA plaintiffs may only recover benefits against the benefits plan itself.[44] In *Gelardi,* the court rejected a suit against the designated plan administrator even though the administrator was responsible for denying the plaintiff's benefit claim.[45] Therefore, under the *Gelardi* approach, the benefits plan was the only permissible defendant, and if the plan lacked funds, the employee's recovery was seriously limited.[46] As a result of this limited recovery under this approach, the access to the courts provided by section 1132(a)(1)(B) offered little protection to an employee.[47] In fact, this approach essentially relieves the benefit plan of its obligations to the employee,

[41] *See* 29 U.S.C. § 1144(a) (2006); FMC Corp. v. Holliday, 498 U.S. 52, 60 (1990) (expressing concerns that non-uniform state regulations for plans would lead to inefficient administration of plans and decreased benefits); *see, e.g.*, Everhart v. Allmerica Fin. Life Ins., 275 F.3d 751, 754 (9th Cir. 2001); Hall v. LHACO, Inc., 140 F.3d 1190, 1194 (8th Cir. 1998); Garren v. John Hancock Mut. Life Ins. Co., 114 F.3d 186, 187 (11th Cir. 1997); Jass v. Prudential Health Care Plan, Inc., 88 F.3d 1482, 1490 (7th Cir. 1996).

[42] *See Everhart,* 275 F.3d at 754; *Hall,* 140 F.3d at 1194; *Garren,* 114 F.3d at 187; *Jass,* 88 F.3d at 1490.

[43] *See* Cyr v. Reliance Standard Life Ins. Co., 642 F.3d 1202, 1207 (9th Cir. 2011); *Everhart,* 275 F.3d at 754 (summarizing the Ninth Circuit decisions regarding who can be sued in a section 502(a)(1)(B) action).

[44] 761 F.2d 1323, 1324 (9th Cir. 1985). The Seventh Circuit cited *Gelardi* when it reached a similar conclusion in *Jass*. 88 F.3d at 1490 (stating that the only "appropriate defendant for a denial of benefits claim would be the 'Plan'").

[45] *Gelardi,* 761 F.2d at 1324.

[46] *See id.*; Candace Budy & Richard Bales, *Naming a Defendant in an ERISA Action,* 9 Transactions Tenn. J. Bus. L. 317, 337 (2008) (discussing the significant potential drawbacks of allowing only the Plan to be named as a defendant and the impact of the *Gelardi* holding on ERISA actions); Teske, *supra* note 27, at 1757.

[47] *See Gelardi,* 761 F.2d at 1324; Budy & Bales, *supra* note 46, at 337; Teske, *supra* note 27, at 1757.

thereby undercutting Congress's overarching intent to protect individual employee benefits.[48]

Further, the reality of modern business is that multiple entities are often involved in financial decisions like the disbursement of benefit plans.[49] Thus, although the *Gelardi* approach provides a bright-line test for courts, it leaves those other entities—including administrators and employers, that often exercise as much or more control over employee benefits than the named plan—with no incentive to protect employees, because those entities are guaranteed to avoid liability for their decisions.[50]

Following *Gelardi,* other circuit courts moved away from this most restrictive approach that allowed for only one potential defendant.[51] For example, in 1998, in *Layes v. Mead Corp.*, the U.S. Court of Appeals for the Eighth Circuit held that the plan administrator was a proper defendant because of its control over the administration of benefits.[52] Additionally, in 1993, in *Taft v. Equitable Life Insurance Society,* the Ninth Circuit departed from the *Gelardi* approach and allowed ERISA actions against both benefit plans and plan administrators.[53]

In allowing the plan administrator to be named as a defendant, the court began to move closer to the legislative intent behind ERISA.[54] In many cases, plan administrators make decisions regarding grants and denials of claims.[55] Accordingly, holding plan administrators liable provides them with incentives to make the right decisions for employees.[56] Absent the disincentive of being sued, administrators consistently err on the side of the employers for whom they work.[57]

Although the approach followed in *Layes* and *Taft* offered more protection than the *Gelardi* approach, this interpretation of ERISA still

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[48] *See Gelardi,* 761 F.2d at 1324; Budy & Bales, *supra* note 46, at 337; Teske, *supra* note 27, at 1757.

[49] *See* Teske, *supra* note 27, at 1774–75 (discussing the exponential growth of employee benefit plans since ERISA's enactment in 1974).

[50] *See Gelardi,* 761 F.2d at 1324; Teske, *supra* note 27, at 1775–76.

[51] *See Hall,* 140 F.3d at 1194 (holding that the proper defendant in a section 32(a)(1)(B) claim is either the plan or the designated plan administrator); *Garren,* 114 F.3d at 187 (holding that the proper defendant in a section 1132(a)(1)(B) claim is the plan administrator).

[52] 132 F.3d 1246, 1249 (8th Cir. 1998).

[53] 9 F.3d 1469, 1471 (9th Cir. 1993).

[54] *See infra* notes 31–32 and accompanying text.

[55] *See Garren,* 114 F.3d at 187.

[56] *See* Budy & Bales, *supra* note 46, at 338.

[57] *See id.*

limited the rights of participants in benefits plans.[58] In 2005, in *Ford v. MCI Communications Corp. Health & Welfare Plan,* however, the court further expanded employees' ERISA rights.[59] In *Ford,* the plaintiff was employed by MCI and enrolled in its employee health plan.[60] MCI was named in all documents as the plan administrator and another company, Hartford Insurance ("Hartford"), was designated the "claims administrator."[61] MCI, the plan administrator, delegated the determination of all benefits eligibility questions solely to the claims administrator, Hartford.[62] Although Hartford was unequivocally responsible for denying the plaintiff's benefit claim, the Ninth Circuit affirmed the district court's grant of summary judgment for Hartford.[63] Yet, rather than considering Hartford's sole discretion over employee claims, the court focused on Hartford's title as "claims administrator" and not "plan administrator."[64]

Although in cases like *Ford* the court held both benefit plans and plan administrators liable, this approach still left significant gaps in employee protections.[65] Under this approach, claims administrators or insurers with broad authority over benefit plans have no incentive to act fairly toward employees because they face no potential liability for their actions.[66]

III. The *Cyr* Approach: Carrying Out Congressional Intent

In *Cyr,* the Ninth Circuit moved away from the bright-line rules it had articulated in prior cases by allowing Cyr to sue a third-party insurer that had discretionary authority over her claim, even though it did not hold the title of plan administrator.[67] In doing so, the court

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[58] *See Layes,* 132 F.3d at 1249; *Taft,* 9 F.3d at 1471; *Gelardi,* 761 F.2d at 1324.

[59] *See* 399 F.3d 1076, 1081–82 (9th Cir. 2005).

[60] *Id.* at 1078.

[61] *Id.*

[62] *Id* at 1081–82. The claims administrator, Hartford, was given "exclusive authority, responsibility, and right to interpret and construe the Plan's terms and to determine all questions of eligibility under the Plan and to exercise the fullest administration permitted by law regarding Plan administration." *Id.*

[63] *See id.* at 1078, 1083.

[64] *See id.* at 1081–83.

[65] *See* 399 F.3d at 1081–82.

[66] *See* Budy & Bales, *supra* note 46, at 340–41 (discussing that ERISA lawsuits can be incentives for entities with decision-making authority to make fair and proper decisions).

[67] *Compare* Cyr v. Reliance Standard Life Ins. Co., 642 F.3d 1202, 1207 (9th Cir. 2011) (adopting an approach that holds liable any party that is a logical defendant based on its involvement with a participant's claim), *with* Ford v. MCI Commc'ns Corp. Health & Welfare Plan, 399 F.3d 1076, 1082–83 (9th Cir. 2005) (rejecting a suit against the party solely

moved closer to the legislative intent behind ERISA by holding responsible the party most closely involved in deciding Cyr's initial claim.[68]

The courts do not advance the legislative intent behind ERISA by applying rigid technical rules and shielding from responsibility the party responsible for accepting or denying claims based on that party's title.[69] Instead, Congress drafted ERISA to improve the fairness and effectiveness of the employee benefit plan system for all American workers and to protect employees from potential abuses of the benefit plan system.[70] Thus, the *Cyr* holding, which looks to the substance of the relationships and permits parties who have discretion over employee benefit plans to be named as defendants regardless of their formal title, more closely matches congressional intent.[71]

Further, the *Cyr* approach reflects the reality of the modern healthcare system.[72] Seventy percent of consumer healthcare expenditures are now paid for through some type of third-party insurer that has no direct relationship with the employee.[73] Naturally, these insurers will seek to cut costs when possible in the claim review process by denying employee claims.[74] Therefore, by holding third-party insurers liable, the court provides them with an incentive to make prudent decisions regarding employee claims.[75]

In addition, the *Cyr* approach provides employees increased protection from under-funded plans and erroneous benefit denials by ensuring that employees are able to hold responsible entities that are discretion over their claims.[76] This approach ensures that a plaintiff will not be left without a remedy because a plan is under-funded or because a plan administrator was not actually involved in the decision-making process.[77] Therefore, the *Cyr* decision, in looking beyond bright-line

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responsible for employee benefits claims because the party did not hold the title of "plan administrator), *and* Gelardi v. Pertec Computer Corp., 761 F.2d 1323, 1324 (9th Cir. 1985) (holding that the only appropriate defendant in an ERISA action is the Plan itself).

[68] *See Cyr,* 642 F.3d at 1206–07; Budy & Bales, *supra* note 46, at 340–41; Teske, *supra* note 27, at 1757.

[69] *See Ford,* 399 F.3d at 1081–82; Budy & Bales, *supra* note 46, at 340–41.

[70] *See* McAllister, *supra* note 27, at 1486; Teske, *supra* note 27, at 1757.

[71] 29 U.S.C. § 1132(a)(1)(B) (2006); *see Cyr,* 642 F.3d at 1207.

[72] *See* Teske, *supra* note 27, at 1775 (discussing the set-up of the majority of American healthcare plans and the need to hold all parties who have a financial stake in them liable for participant protection).

[73] *See id.*

[74] *See id.* at 1775–76.

[75] *See id.* at 1776; Fossen v. Blue Cross & Blue Shield of Mont., 660 F.3d 1102, 1110 (9th Cir. 2011) (permitting a section 1132(a)(1)(B) action against a third-party insurer).

[76] *See Cyr,* 642 F.3d at 1207.

[77] *See id.*

rules, provides far more protection for employees than its predecessors and, in doing so, more clearly achieves the goals of ERISA.[78]

Conclusion

In drafting ERISA, Congress intended to provide all employee benefit plan participants with an identical set of rights. Those rights would protect participants from underfunded plans and from abuses by those with discretionary authority over benefit claims. Yet, in the years since ERISA's enactment, circuit courts inconsistently applied ERISA, thereby undermining congressional intent to create a unified plan and to provide employees with these protections. Furthermore, through these decisions, some circuit courts shielded entities with discretionary authority over benefit claims from liability, when those entities lacked a designated title. In doing so, however, the circuit courts removed those entities' incentives to act fairly and prudently toward employees in the future.

In *Cyr,* the Ninth Circuit moved significantly closer to fulfilling the policy underlying ERISA by looking closely at the discretionary authority—not simply the title—of potential defendants. The *Cyr* decision protects employees by giving them additional recourse in the court system against any entity that made decisions regarding their benefits. Furthermore, it provides incentives to those who have discretion over benefit plans to act in the best interest of the employee-participants. Thus, to protect employee benefits in a uniform, and more effective, manner courts should permit employees to bring suit against entities with discretion over benefit plans, even if those entities lack the title of plan administrator.

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[78] *See id.*; Donovan v. Dillingham, 688 F.2d 1367, 1372 (11th Cir. 1982) (explaining that a primary purpose of ERISA was to "safeguard the well-being and security of working men and women and to apprise them of their rights and obligations under any employee benefit plan"); Teske, *supra* note 27, at 1776–77.