

UNPUBLISHED

**UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUIT**

No. 17-1293

FREDERICK SUTHERLAND,

Plaintiff - Appellant,

v.

SUN LIFE ASSURANCE COMPANY OF CANADA,

Defendant - Appellee.

Appeal from the United States District Court for the Western District of North Carolina, at Charlotte. Frank D. Whitney, Chief District Judge. (3:16-cv-00182-FDW-DSC)

Submitted: February 28, 2018

Decided: March 28, 2018

Before KING and AGEE, Circuit Judges, and SHEDD, Senior Circuit Judge.

Affirmed by unpublished per curiam opinion.

Jeffrey Lynn Bishop, LYNN BISHOP, PA, Charlotte, North Carolina, for Appellant.
Joshua Bachrach, WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER LLP,
Philadelphia, Pennsylvania, for Appellee.

Unpublished opinions are not binding precedent in this circuit.

PER CURIAM:

Sun Life Assurance Company of Canada (“Sun Life”) terminated Frederick Sutherland’s insurance policy, which had provided him with partial disability benefits for several years. Because the insurance plan is governed by the Employee Retirement Income Security Act (ERISA), Sutherland filed suit under 29 U.S.C. § 1132(a)(1)(B) (2012), seeking reinstatement of his partial disability benefits. The district court granted summary judgment for Sun Life and Sutherland appeals.

“In an appeal under ERISA, we review a district court’s decision de novo, employing the same standards governing the district court’s review of the plan administrator’s decision.” *Williams v. Metro. Life Ins. Co.*, 609 F.3d 622, 629 (4th Cir. 2010). In this appeal, it is uncontested that the ERISA plan under review gives Sun Life discretionary authority, which in turn limits our review of the denial of benefits for an abuse of discretion. *Firestone Tire & Rubber Co. v. Bruch*, 489 U.S. 101, 115 (1989). When “a benefit plan gives discretion to an administrator or fiduciary who is operating under a conflict of interest, that conflict must be weighed as a factor in determining whether there is an abuse of discretion” in the denial of a claim. *Id.* (alteration and internal quotation marks omitted); *see Metro. Life Ins. Co. v. Glenn*, 554 U.S. 105, 111 (2008).

We have reviewed the record and the arguments in the parties’ briefs, and find no reversible error. Therefore, we affirm the district court’s judgment for the reasons stated by the district court. *See Sutherland v. Sun Life Assurance Co. of Canada*, No. 3:16-cv-00182-FDW-DSC (W.D.N.C. Mar. 2, 2017). We dispense with oral argument because the

facts and legal contentions are adequately presented in the materials before this court and argument would not aid the decisional process.

AFFIRMED