

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF ARKANSAS
EL DORADO DIVISION

EDDIE L. GIBSON

PLAINTIFF

V.

CASE NO. 08-CV-1039

ALCOA, INC., SAPA EXTRUSIONS, INC.,
A/K/A SAPA FABRICATED PRODUCTS,
AND METLIFE GROUP, INC.

DEFENDANTS

JUDGMENT

Plaintiff Eddie Gibson commenced this action pursuant to the Employee Retirement Income Security Act of 1974 (“ERISA”), 29 U.S.C. § 1001 *et seq.*, to recover life insurance and accidental death and dismemberment benefits allegedly due to him under a Metropolitan Life Insurance Company plan sponsored by his employer Alcoa, Inc. The administrative record has been filed, and both parties have submitted briefs. (Doc. 30 and Doc. 32). The Court finds this matter ripe for consideration.

For the reasons discussed in the Memorandum Opinion of even date, the Court finds that MetLife’s denial of life insurance benefits and accidental death and dismemberment insurance benefits to Plaintiff should be upheld. The Court also finds that Plaintiff is entitled to reimbursement from MetLife for all life insurance premiums charged to Plaintiff after MetLife was notified of Latay Gibson Stevenson’s change in dependent status.

IT IS SO ORDERED, this 31st day of August, 2011.

/s/ Harry F. Barnes
Hon. Harry F. Barnes
United States District Judge