

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF KANSAS

WAYNE R. PARKS, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 METLIFE GROUP, INC., )  
 )  
 Defendant. )

Case No. 19-cv-1115-EFM-TJJ

**ORDER**

This matter is before the Court on Defendant Metropolitan Life Insurance Company's Motion to Strike Jury Demand (ECF No. 9). Defendant moves to strike Plaintiff's jury demand because Plaintiff's action seeks to recover accidental death and dismemberment (AD&D) benefits under a policy that is governed by the Employee Retirement Income Security Act of 1974, as amended (ERISA), 29 U.S.C. §§ 1001, *et seq.* Plaintiff has not responded to the motion. For the reasons stated below, the Court will grant Defendant's motion.

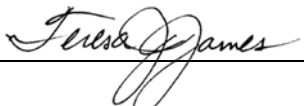
Defendant asserts that the benefits Plaintiff seeks are provided by the NRECA Group Term Life and AD&D Insurance Plan for Wheatland Electric Cooperative, Inc., which Defendant identifies as an employee welfare benefit plan sponsored by Plaintiff's employer, Wheatland Electric Cooperative, Inc., and a component plan of the NRECA Group Benefits Program. AD&D benefits under the plan are funded by a group policy of insurance issued by MetLife to the National Rural Electric Cooperative Association Group Benefits Trust.

Plaintiff filed his action in the District Court of Kearny County, Kansas.<sup>1</sup> His petition asserts a breach of contract claim and includes a demand for jury trial.<sup>2</sup> Defendant states, and Plaintiff does not dispute, that the NRECA Group Term Life and AD&D Insurance Plan for Wheatland Electric Cooperative, Inc. is an employee welfare benefit plan governed by ERISA. Not only does ERISA govern, but it also preempts Plaintiff's state law claim for breach of contract.<sup>3</sup> And the law is clear that there is no right to a jury trial in an ERISA action seeking to recover benefits.<sup>4</sup> Accordingly, Plaintiff is not entitled to a jury trial in this case.

**IT IS THEREFORE ORDERED** that Defendant Metropolitan Life Insurance Company's Motion to Strike Jury Demand (ECF No. 9) is **GRANTED**. The Clerk is directed to remove the jury demand from the docket sheet.

**IT IS SO ORDERED.**

Dated this 24th day of May, 2019, at Kansas City, Kansas.

  
Teresa J. James  
U. S. Magistrate Judge

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<sup>1</sup> ECF No. 1-1 at 5-7.

<sup>2</sup> *Id.* at 7.

<sup>3</sup> *See Pilot Life Ins. Co. v. Dedeaux*, 481 U.S. 41, 52 (1987).

<sup>4</sup> *Adams v. Cyprus Amax Minerals Co.*, 149 F.3d 1156, 1162 (10th Cir. 1998).