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Relevance Case Decision Date Res

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100% 1. [Perlman v. Swiss Bank Corp., 195 F.3d 975 \(7th Cir., 2000\)](#) January 6, 2000

At last we reach the question that occupied central ground in the district court: did UNUM make an arbitrary or capricious decision? Both **Perlman** and the district court treat the central issue as whether UNUM correctly understood her abilities in relation to the demands of her job. If **Swiss Bank** had told **Perlman** that her performance was unsatisfactory, then these would indeed be the right questions; UNUM would have needed to determine whether the shortcomings were caused by medical conditions (and ...

66% 2. [Pibouin v. CA, Inc. \(E.D.N.Y., 2012\)](#) March 31, 2012

As to **Perlman's** comment at the March 1, 2006 meeting, the words themselves do not necessarily raise the specter of discriminatory animus. **Perlman** merely states that he "hates people with strong accents." One need only consider the case of a native-born

- Your search terms will be highlighted in the text of the case.

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Perlman v. Swiss Bank Corp., 195 F.3d 975 (7th Cir., 2000)

Swiss Bank Corporation employed Judith **Perlman** in Chicago as a lawyer until September 1994, when she quit. Ever since, **Perlman** and **Swiss Bank** have been contesting whether she is entitled to disability benefits. **Perlman** has serious medical problems. An automobile accident in 1988 caused trauma to her digestive system and led to some additional problems, such as migraine headaches. **Perlman** did not work for a year after the accident and received disability benefits during that period. She took shorter leaves in 1991 and 1992, again receiving disability benefits. **Perlman** regularly sees a psychiatrist for

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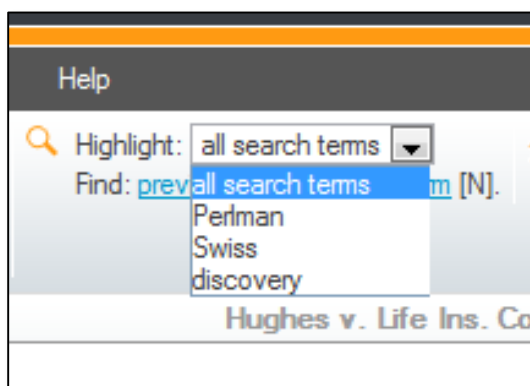
assistance in coping with the stress caused by the accident and her medical conditions. But between September 1992 and September 1994 she worked full time. **Swiss Bank** was satisfied with her work, believes that she is physically and mentally able to continue, and contends that she quit for personal reasons, seizing an opportunity to leave the labor force and move to the Wisconsin countryside.

UNUM administers **Swiss Bank's** disability plan, a "welfare benefit plan" covered by ERISA. For short-term disability UNUM is the administrator; payment comes from **Swiss Bank's** accounts. For disability after the first 26 weeks UNUM is the administrator. Immediately after quitting, **Perlman** applied for short-term benefits. After seeking and obtaining a denial, **Perlman** applied for long-term benefits. UNUM said no: its letter states that the medical conditions documented in the information **Perlman** had provided "do not support the material duties of your occupation." **Perlman** explained: "We do not see a change in your medical condition. The records do not show a level of impairment which would restrict or limit you from performing the duties of your job. You have worked with these conditions in the past."

Section 502(a)(1)(B) of ERISA, 29 U.S.C. sec.1132(a)(1)(B), makes decisions of this kind final. The district judge directed UNUM to pay both short- and long-term disability benefits. The court of appeals affirmed. Both sides have appealed—UNUM because it believes that its decision should have been sustained, **Perlman** because she believes that the court should have ordered UNUM to pay benefits without giving it an opportunity to compile a better record. A second set of cross-appeals concerns attorneys' fees. The district court held that **Perlman** is the prevailing party and ordered UNUM to pay \$44,020 under 29 U.S.C. sec.1132(g)(1). 990 F. Supp. 1039 (N.D. Ill. 1998). UNUM now contends that an award of fees is impermissible until after the court has directed the ERISA plan to pay benefits. **Perlman** contends that \$44,000 is too low (it is only a third of her request).

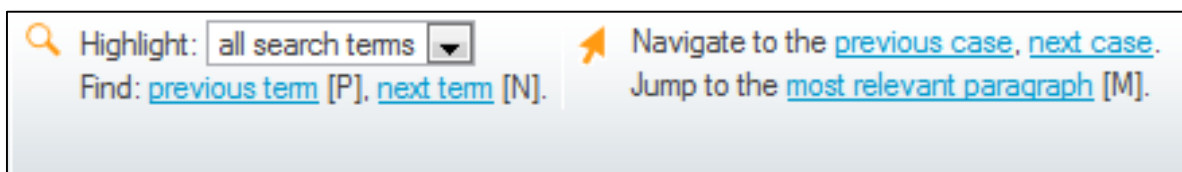
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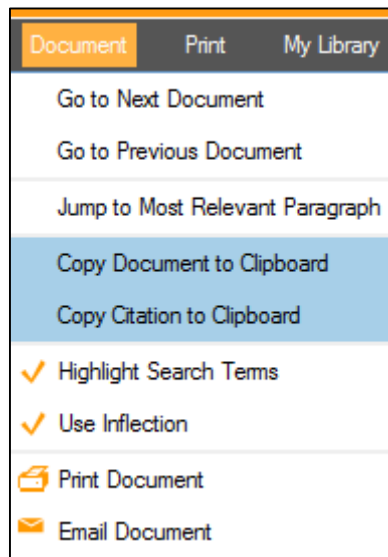
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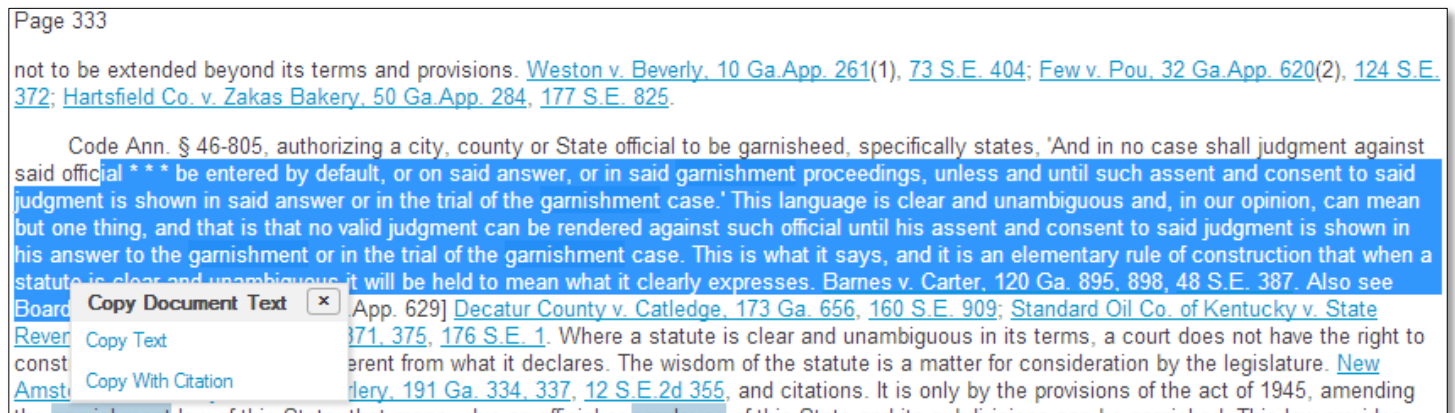
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ial \* \* \* be entered by default, or on said answer, or in said garnishment proceedings, unless and until such assent and consent to said judgment is shown in said answer or in the trial of the garnishment case.' This language is clear and unambiguous and, in our opinion, can mean but one thing, and that is that no valid judgment can be rendered against such official until his assent and consent to said judgment is shown in his answer to the garnishment or in the trial of the garnishment case. This is what it says, and it is an elementary rule of construction that when a statute is clear and unambiguous it will be held to mean what it clearly expresses. Barnes v. Carter, 120 Ga. 895, 898, 48 S.E. 387. Also see Board of Tax Ass

Redwine v. Morgan, 88 Ga.App. 625, 77 S.E.2d 330 (Ga. App., 1953)