

United States Court of Appeals
For the Eighth Circuit

No. 25-2550

Andrew Halloran

Plaintiff - Appellant

v.

Unum Life Insurance Company of America

Defendant - Appellee

Appeal from United States District Court
for the District of Minnesota

Submitted: March 18, 2026
Filed: August 28, 2026

Before COLLOTON, Chief Judge, GRUENDER and KOBES, Circuit Judges.

KOBES, Circuit Judge.

Andrew Halloran sued his insurer Unum Life Insurance Company of America after it terminated his long-term disability benefits. See 29 U.S.C. § 1132(a)(1)(B) (ERISA civil enforcement provision). The district court¹ granted Unum's motion

¹The Honorable Eric C. Tostrud, now Chief Judge, United States District Court for the District of Minnesota.

for summary judgment because Halloran failed to show that he was unable to perform “any gainful occupation.” We affirm.

The district court’s order recounts the medical and claim-processing facts in detail. *Halloran v. Unum Life Ins. Co. of Am.*, No. 24-CV-199, 2025 WL 1833176 (D. Minn. July 3, 2025). We recite only the facts necessary to resolve this appeal.

Halloran worked as a sheet metal fabricator, a “medium work” occupation that required exerting up to 50 pounds occasionally with frequent reaching and handling and occasional walking, standing, and reaching upward. He injured his left shoulder in October 2019. An MRI revealed a “full thickness retracted rupture of the long head biceps tendon” and “mild tendinosis and mild partial thickness tearing of the distal supraspinatus tendon with mild infraspinatus tendinosis.” In November, Dr. Michael Freehill performed an arthroscopic procedure to remove loose cartilage in the left shoulder and a “mini-open subpectoral biceps resection/transplantation.” He anticipated Halloran would need four months to recover and reported to Unum that Halloran was unable to work from October 2019 to May 2020. Unum approved Halloran’s short-term disability claim.

In April 2020, Halloran began receiving long-term disability benefits. His plan initially defined “disabled,” as relevant here, as “limited from performing the material and substantial duties of your regular occupation.” The definition changed after 24 months to “unable to perform the duties of any gainful occupation for which you are reasonably fitted by education, training or experience.”

Dr. Freehill reported to Unum in June 2020 that Halloran could perform sedentary work, defined as “mostly seated work with brief periods of standing and walking” and occasional “lifting, carrying, pushing, and pulling up to 10 pounds.” Halloran questioned the assessment, but Dr. Freehill stood by it. He reported the same restrictions again in September and October. Although Halloran reinjured his shoulder and continued to report pain when reaching, he made progress in physical therapy. By December 2020, Dr. Freehill increased the amount of weight Halloran

could lift, carry, push, and pull to up to 20 pounds. In February 2021, Dr. Freehill discussed transitioning Halloran back to work, telling him “he may have to think about switching careers.” And in June 2021, Dr. Freeman reported the same sedentary work restrictions despite a third injury.

In January 2022, an Unum vocational rehab consultant identified production clerk, rental dispatcher, and routing clerk as jobs Halloran was capable of and qualified for, noting there was no medical disagreement that Halloran could perform sedentary work. All of these jobs require some reaching. Halloran went to Mayo Clinic in March, where the doctor noted “persistent diffuse pain in his left shoulder” with MRI results showing left rotator cuff tendonitis.

Unum sent Halloran a letter on April 6, requesting additional information and reminding him that as of April 13, 2022, his claim would be evaluated under a different definition of “disabled.” On April 19, 2022, Unum notified Halloran that it was terminating his benefits because he was not “disabled.” The notice explained that—given Dr. Freehill’s continued assessments that Halloran could perform sedentary work and Unum’s independent evaluation of Halloran’s medical records, employment history, educational background, and occupational options—Halloran was “not precluded from performing the duties of alternative, gainful occupations” and was no longer entitled to benefits as of April 13, 2022.

Halloran sent Unum additional medical documentation in May after he saw Dr. Freehill and a provider from Summit Orthopedics who both recommended that he remain off work. Unum had a registered nurse review the updated information, and she found that Halloran could perform full-time sedentary work. Unum medical consultant Dr. Wendy Weinstein also reviewed Halloran’s file. She also found that Halloran had sedentary-work capacity and asked Dr. Freehill if he agreed. Dr. Freehill responded that Halloran’s “restrictions remained as issued from 6/1/21 through 5/2/22,” which allowed for sedentary work with a 20-pound weight restriction. Unum denied reconsideration in July 2022.

Halloran continued to receive medical care at Mayo Clinic and went to physical therapy. Dr. Freehill referred Halloran to an occupational therapist for a functional capacity evaluation. The occupational therapist concluded that he could not work. Halloran returned to Dr. Freehill, who this time opined that he could not work. Another Unum consulting physician reviewed Halloran's appeal from the denial of benefits and concluded that "the medical and file information does not support restrictions and limitations precluding [Halloran] from performing the occupational demands defined as of 4/13/22." Unum affirmed its decision to terminate benefits, and this lawsuit followed.

The parties cross-moved for judgment on the administrative record. *See* Fed. R. Civ. P. 39(b) and 52(a)(1). Because Unum's plan did not grant the administrator discretionary authority to determine eligibility for benefits, the district court reviewed Unum's denial "*de novo*, acting as factfinder on the administrative record." *Avenoso v. Reliance Standard Life Ins. Co.*, 19 F.4th 1020, 1025 (8th Cir. 2021); *see also Firestone Tire & Rubber Co. v. Bruch*, 489 U.S. 101, 115 (1989) (establishing the standard of review). The question before the court was whether Halloran had shown by a preponderance of the evidence that he was disabled after April 13, 2022, when the definition of "disabled" changed from the "regular occupation" standard to the "any gainful occupation" standard. The district court found that he was qualified for and could perform meaningful sedentary work, so he was not disabled. Halloran appeals, arguing the district court committed both legal and factual error. We review its legal conclusions *de novo*, and its factual findings for clear error. *Avenoso*, 19 F.4th at 1026.

Halloran first argues that the district court legally erred by failing to consider relevant evidence. He alleges that Unum failed to give adequate notice or fair review as required under Unum's claims policy, its Regulatory Settlement Agreement (RSA), and 29 U.S.C. § 1133 (claims procedures for employee benefit plans). According to Halloran, the district court should have considered this "bad conduct" and found Unum not credible. But the district court did consider Unum's conduct—it just "d[id] not agree" with Halloran's contention "that the administrative record

show[ed]” Unum failed to comply with its claims policy or the RSA. And even if Unum failed to follow its claims policy or § 1133, Halloran would be entitled to *de novo* review of his claim in federal district court, which is exactly what he got. See 29 C.F.R. § 2560.503-1(l)(2) (failure to establish and follow reasonable claims procedures entitles beneficiary “to pursue any available remedies under [29 U.S.C. § 1132(a)]”). The district court, acting as factfinder, reviewed Unum’s policy and manual, Halloran’s extensive medical history, his employment history, both parties’ medical evaluations, and the parties’ communications. Then, “without deferring to either party’s interpretation” of the policy, *Firestone Tire & Rubber Co.*, 489 U.S. at 112, it answered the ultimate question under § 1132(a)(1)(B): whether Halloran was entitled to benefits under Unum’s plan, see *Avenoso*, 19 F.4th at 1027. This was not legal error.

Citing *King v. Hartford Life & Accident Insurance Co.*, 414 F.3d 994 (8th Cir. 2005) (en banc), Halloran argues the district court erred when it based its decision on Dr. Freehill’s 2020 and 2021 assessments because Unum’s final decision letter does not mention them. But both the facts and the standard of review in *King* are different. The district court there reviewed the denial of benefits for abuse of discretion, and we refused to uphold an administrator’s “*post hoc* rationale” offered during litigation “that [was] fundamentally inconsistent with” its earlier reasons for denying benefits. *Id.* at 1003. Here, Unum’s rationale has always been the same—Halloran was not disabled because he could perform some gainful occupation. And because the standard of review was *de novo*, the district court was “not limited to the fiduciary’s explanation of its denial.” *Donatelli v. Home Ins. Co.*, 992 F.2d 763, 765 (8th Cir. 1993).

The rest of Halloran’s appeal challenges the district court’s factual findings, specifically whether the court clearly erred by finding he could perform a gainful occupation. He points to Dr. Freehill’s May 2022 evaluation recommending that he remain off work, increased pain in his other shoulder, and his difficulty reaching—a task required for sedentary work. He also says the court should not have credited Unum’s medical experts’ opinions where they conflicted with Dr. Freehill’s May

2022 assessment. But merely “point[ing] to evidence in the record which tends to show” he was disabled “is not enough for us to conclude the district court clearly erred.” *Sloan v. Hartford Life & Accident Ins. Co.*, 475 F.3d 999, 1006 (8th Cir. 2007); *see also Avenoso*, 19 F.4th at 1028 (“Where there are two permissible views of the evidence, the factfinder’s choice between them cannot be clearly erroneous.”).

The record supports the district court’s finding that Halloran was capable of sedentary work. Dr. Freehill treated Halloran from his surgery in 2019 through May 2022. He knew Halloran’s medical history and limitations well. His opinion that Halloran could perform sedentary work did not change from June 2020 until May 2022, when Halloran was denied benefits because the definition of “disabled” changed. The district court did not clearly err in refusing to credit Dr. Freehill’s “attempt to walk back Halloran’s restrictions after-the-fact,” when “nothing in Halloran’s medical records . . . explained why such restriction—which contradicted all of Dr. Freehill’s prior, contemporaneous restrictions—would have been required as of April 13, 2022” and when Dr. Freehill “backtracked” on his opinion that Halloran could not work when he talked with Unum’s reviewing doctor.

Affirmed.
