UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS, DALLAS DIVISION

Lee Roberts v. Metropolitan Life Insurance Co.

Roberts · No. 3:24-CV-3169-B-BK · Decided February 2, 2026

SUMMARY

The document is a report and recommendation by a United States magistrate judge in Lee Roberts v. Metropolitan Life Insurance Co. The magistrate judge recommends granting MetLife's Rule 12(b)(6) motion and dismissing with prejudice the plaintiff's ERISA, contract, bad-faith, fraud, and negligent-misrepresentation claims as time barred or insufficiently pleaded. The recommendation also denies the plaintiff's motion for mediation and directs closure of the case.

CASE DETAILS

COURT	United States District Court for the Northern District of Texas, Dallas Division
WRITING FOR THE COURT	Renee Harris Toliver
JURISDICTION	United States District Court for the Northern District of Texas, Dallas Division
DECIDED	February 2, 2026
DOCKET	3:24-CV-3169-B-BK
DISPOSITION	other
PROCEDURAL POSTURE	Defendant moved under Federal Rule of Civil Procedure 12(b)(6) to dismiss a pro se complaint asserting ERISA, breach-of-contract, bad-faith, fraud, and negligent-misrepresentation claims. The magistrate judge issued findings, conclusions, and a recommendation that the motion be granted and the action dismissed with prejudice.
STANDARD OF REVIEW	On a Rule 12(b)(6) motion, the court ordinarily determines whether the facts alleged, accepted as true, state a claim for relief. Dismissal is also proper when an affirmative defense, including statute of limitations, appears clearly on the face of the pleadings and the pleadings do not establish a basis for tolling. Fraud claims must satisfy Rule 9(b)'s heightened particularity requirement.
PRECEDENTIAL VALUE	nonprecedential

PARTIES Lee Roberts v. Metropolitan Life Insurance Co.

TOPICS

motions to dismiss · statute of limitations · insurance · breach of contract · civil procedure

PRACTICE AREAS

civil procedure · ERISA · insurance benefits · contracts · statute of limitations

QUESTIONS PRESENTED

1. Whether Roberts's ERISA denial-of-benefits claim was barred by the applicable statute of limitations.
2. Whether the continuing-violations doctrine or another tolling theory preserved Roberts's ERISA claim despite the 2005 benefits termination.
3. Whether Roberts's Texas breach-of-contract and bad-faith claims were barred by their applicable statutes of limitations.
4. Whether Roberts's fraud and negligent-misrepresentation claims were inadequately pleaded under Rules 9(b) and 12(b)(6) and independently barred by limitations periods.
5. Whether amendment should be permitted and whether Roberts's motion for mediation should be denied.

HOLDINGS

1. An ERISA denial-of-benefits claim accrues when the benefits claim is formally denied, and the court applies the most analogous state limitations period when ERISA supplies no specific limitations period. Roberts's claim accrued no later than November 5, 2005 and was time barred under Texas's four-year limitations period.
2. The continuing-violations doctrine does not save an ERISA denial-of-benefits claim based on a single, discrete termination decision merely because the plaintiff continues to experience the decision's effects or the insurer repeatedly refuses to reconsider it.
3. Roberts's breach-of-contract and breach-of-the-duty-of-good-faith-and-fair-dealing claims accrued no later than November 5, 2005, when she was informed of the benefits termination, and were barred by Texas's four-year and two-year limitations periods, respectively.
4. Roberts failed to plead fraud and negligent misrepresentation with the particularity required by Rule 9(b) or the plausibility required by Rule 12(b)(6), and those claims were independently time barred based on the alleged December 2020 communication to the Department of Labor.
5. Leave to amend was not required because the deficiencies, particularly the limitations bars, were not curable by amendment and Roberts had pleaded her best case.

KEY QUOTATIONS

> *"A statute of limitations defense is an affirmative defense on which the defendant bears the burden of proof."*
> (at 3)

> *“A plaintiff cannot satisfy the second element merely by showing that she continues to suffer the ongoing effects of a single, completed act.”* (at 6)

> *“Because Plaintiff’s claim is based on the consequences of a single action, rather than on “the cumulative effect of a thousand cuts,” the continuing violations doctrine does not apply to toll the limitations period.”* (at 7)

FACTUAL BACKGROUND

Roberts participated in Citigroup's long-term-disability plan and began receiving benefits after MetLife approved her claim in 2001. MetLife later learned that a cousin allegedly used Roberts's identity to submit a separate short-term-disability claim, and MetLife retroactively terminated Roberts's long-term-disability benefits as of April 8, 2004, notifying her of the termination by November 5, 2005. Roberts repeatedly sought investigation, reconsideration, and reinstatement through 2022 and later pursued pension-related and Department of Labor inquiries. She filed this action in December 2024.

PROCEDURAL HISTORY

Roberts filed the action on December 18, 2024, alleging that MetLife wrongfully terminated her long-term-disability benefits and later made or relied on misrepresentations concerning the termination. MetLife moved to dismiss under Rule 12(b)(6), Roberts responded, and MetLife replied. The magistrate judge recommended dismissal with prejudice, denial of Roberts's motion for mediation, and closure of the case, subject to the parties' 14-day objection period and subsequent district-court review.

DISPOSITION

other

CASES CITED

- Sivertson v. Clinton, No. 3:11-CV-836, 2011 WL 4100958, at *2 (N.D. Tex. Sept. 14, 2011)
- Nobre v. Louisiana Department of Public Safety, 935 F.3d 437, 442 (5th Cir. 2019)
- Jones v. Alcoa, Inc., 339 F.3d 359, 366 (5th Cir. 2003), cert. denied, 540 U.S. 1161 (2004)
- Ingram v. City of Dallas, No. 3:02-CV-2491, 2003 WL 298585, at *2 (N.D. Tex. Feb. 11, 2003)
- Faciane v. Sun Life Assurance Co. of Canada, 931 F.3d 412, 417-18 (5th Cir. 2019)
- Heimeshoff v. Hartford Life & Accident Insurance Co., 571 U.S. 99, 105 (2013)
- Harris Methodist Fort Worth v. Sales Support Services, Inc. Employee Health Care Plan, 426 F.3d 330, 337 (5th Cir. 2005)
- King v. Unum Life Insurance Co. of America, 447 F. App'x 619, 624 (5th Cir. 2011)
- Stine v. Stewart, 80 S.W.3d 586, 592 (Tex. 2002)
- Hearn v. McCraw, 856 F. App'x 493, 496-97 (5th Cir. 2021)
- McGowan v. Southern Methodist University, 715 F. Supp. 3d 937, 952 (N.D. Tex. 2024)

- Heath v. Board of Supervisors for Southern University and Agricultural and Mechanical College, 850 F.3d 731, 737, 740 (5th Cir. 2017)
- Berry v. Allstate Insurance Co., 84 F. App'x 442, 444 (5th Cir. 2004) (per curiam)
- Novella v. Westchester County, 661 F.3d 128, 146 (2d Cir. 2011)
- Miller v. Fortis Benefits Insurance Co., 475 F.3d 516, 522 (3d Cir. 2007)
- Pisciotta v. Teledyne Industries, Inc., 91 F.3d 1326, 1332 (9th Cir. 1996)
- Murray v. San Jacinto Agency, Inc., 800 S.W.2d 826, 828 (Tex. 1990)
- Provident Life & Accident Insurance Co. v. Knott, 128 S.W.3d 211, 221, 223 (Tex. 2003)
- Wetsel v. State Farm Lloyds Insurance Co., No. 3:02-CV-510, 2002 WL 1592665, at *2 (N.D. Tex. July 18, 2002)
- Benchmark Electronics, Inc. v. J.M. Huber Corp., 343 F.3d 719, 724 (5th Cir. 2003)
- Seureau v. ExxonMobil Corp., 274 S.W.3d 206, 226 (Tex. App.—Houston [14th Dist.] 2008, no pet.)
- Woods v. William M. Mercer, Inc., 769 S.W.2d 515, 517 (Tex. 1988)
- S.V. v. R.V., 933 S.W.2d 1, 4 (Tex. 1996)
- Brewster v. Dretke, 587 F.3d 764, 767-68 (5th Cir. 2009)
- Douglass v. United Services Automobile Association, 79 F.3d 1415, 1417 (5th Cir. 1996), modified by statute

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