UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH DAKOTA
CENTRAL DIVISION

METROPOLITAN LIFE INSURANCE COMPANY and TRINET HR XI, INC., Plaintiffs, v. DURIN MUNDAHL, individually and as the personal representative of the Estate of Joye M. Braun, and MORGAN BRINGS PLENTY, individually, Defendants.	Case No.: 3:24-cv-03029-RAL **MOTION FOR PRELIMINARY INJUNCTION**

Plaintiffs Metropolitan Life Insurance Company ("MetLife") and TriNet HR XI, Inc. ("TriNet"), through their attorneys, Sarah Collins of Gordon Rees Scully Mansukhani, LLP, files this Motion for Preliminary Injunction pursuant to Fed. R. Civ. P. 65.

Counsel for MetLife and TriNet conferred with defendants' counsel regarding this Motion for Preliminary Injunction. Defendants object to the relief requested herein.

I. INTRODUCTION

This lawsuit involves a dispute over life insurance benefits pursuant to an employee welfare benefit plan ("Plan") subject to the Employee Retirement Income Security Act, 29 U.S.C. § 1001 *et seq*. ("ERISA"). The decedent was an employee of TriNet and a participant under the Plan whereunder MetLife served as the claim administrator. After her death, and pursuant to the terms of the Plan, MetLife issued payment for certain benefits to decedent's husband.

Defendants Durin Mundahl and Morgan Brings Plenty, adult children of the decedent, challenged MetLife's determination claiming the decedent was separated from her husband, had

changed the beneficiary designation to them, and had enrolled for additional benefits. MetLife responded that the decedent was still married when she died and her beneficiary change form and enrollment for additional benefits would not be effective until the new annual benefit period after her death.

Without first exhausting the administrative process required under ERISA and the Plan, defendants initiated a lawsuit against MetLife and TriNet in the Cheyenne River Sioux Tribal Court asserting common law claims. The decedent allegedly lived on the Cheyenne River Sioux reservation and was a member of the tribe. In response, MetLife and TriNet filed a Motion to Dismiss based on the lack of personal and subject matter jurisdiction, as well as ERISA preemption. The tribal court has not ruled on the Motion to Dismiss.

MetLife and TriNet also commenced this action requesting that this Court exercise its jurisdiction under ERISA, declare the rights and obligations of the parties, and enjoin defendants from continuing to pursue their common law claims in tribal court. Now that defendants have recently responded to the Complaint, MetLife and TriNet file this Motion for Preliminary Injunction seeking to enjoin defendants from further pursuing their action in tribal court during the pendency of this action.

All factors support injunctive relief. There is a substantial likelihood of success on the merits based on various legal authority preventing tribal court jurisdiction over non-tribal entities and involving exclusive federal law such as ERISA. Absent an injunction, MetLife and TriNet will suffer irreparable harm, including having to proceed in tribal court on common law claims seeking extra-contractual damages clearly preempted by ERISA. The balance of equities weighs in MetLife's and TriNet's favor as defendants still remain free to pursue their claims and seek relief in a court of proper jurisdiction under applicable federal law. Finally, an injunction promotes

the public interest by preserving the uniform adjudication of employee welfare benefit plans governed by ERISA and preventing proceedings in an improper forum based on non-cognizable common law claims.

Accordingly, this Court should issue a preliminary injunction preventing defendants from proceeding further with their action in tribal court during the pendency of this proceeding.

II. FACTS

A. The TriNet HR XI, Inc. Employee Welfare Benefit Plan.

Joye M. Braun was an employee of TriNet and a participant in the Plan. (Doc. 1, Complaint, ¶ 10); (Declaration of Megan Vaccaro, attached as **Exhibit A**; Administrative Record, attached as **Exhibit A-1**, AR_000001-000057). The Plan provided basic life insurance coverage for Ms. Braun for $40,000 and accidental death and dismemberment ("AD&D") coverage for $40,000. Exhibit A-1, AR_000023. TriNet is the Plan Sponsor and MetLife serves as the claim administrator and funder of benefits. *Id.* at AR_000052-000057. The Plan is expressly subject to ERISA. *Id.* (containing "ERISA Information" and "Statement of ERISA Rights," including "As a participant in the Plan, you are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974 (ERISA).").

The Plan sets forth the claims process for benefits:

> **Initial Determination**
> After MetLife receives a claim for Benefits, MetLife will review the claim and notify the claimant of its decision to approve or deny the claim. Such notification will be provided to the claimant within a reasonable period, not to exceed 90 days from the date we received the claim… If MetLife denies the claim in whole or in part, the notification of the claims decision will state the reason why the claim was denied and reference the specific Plan provision(s) on which the denial is based… The notification will also include a description of the Plan review procedures and time limits, including a statement of the claimant's right to bring a civil action if the claim is denied after an appeal.

> **Appealing the Initial Determination**
> In the event a claim has been denied in whole or in part, the claimant can request a review of the claim by MetLife. This request for review should be sent in writing to Group Insurance Claims Review at the address of MetLife's office which processed the claim within 60 days after the claimant received notice of denial of the claim. When requesting a review, the claimant should state the reason the claimant believes the claim was improperly denied and submit in writing any written comments, documents, records or other information the claimant deems appropriate… MetLife will re-evaluate all the information, will conduct a full and fair review of the claim, and the claimant will be notified of the decision. Such notification will be provided within a reasonable period not to exceed 60 days from the date we received the request for review… If MetLife denies the claim on appeal, MetLife will send the claimant a final written decision that states the reason(s) why the appealed claim is being denied, references any specific Plan provision(s) on which the denial is based, any voluntary appeal procedures offered by the Plan, and a statement of the claimant's right to bring a civil action if the claim is denied after an appeal.

Id. at AR_000053-000054. The Plan states "[i]f you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court." *Id.* at AR_000056.

The Plan has a section titled "Discretionary Authority of Plan Administrator and Other Plan Fiduciaries," which states, "[i]n carrying out their respective responsibilities under the Plan, the Plan Administrator and other Plan fiduciaries shall have discretionary authority to interpret the terms of the Plan and to determine eligibility for and entitlement to Plan benefits in accordance with the terms of the Plan." *Id.* It also states "[a]ny interpretation or determination made pursuant to such discretionary authority shall be given full force and effect, unless it can be shown that the interpretation or determination was arbitrary and capricious." *Id.*

The Plan explains who is entitled to benefits:

> You may designate a Beneficiary in Your application or enrollment form. You may change Your Beneficiary at any time. To do so, You must send a Signed and dated, Written request to the Policyholder using a form satisfactory to Us. Your Written request to change the Beneficiary must be sent to the Policyholder within 30 days of the date You Sign such request.

> You do not need the Beneficiary's consent to make a change. When We receive the change, it will take effect as of the date You Signed it. The change will not apply to any payment made in good faith by Us before the change request was recorded. If two or more Beneficiaries are designated and their shares are not specified, they will share the insurance equally.
>
> If there is no Beneficiary designated or no surviving designated Beneficiary at Your death, We may determine the Beneficiary to be one or more of the following who survive You:
> - Your Spouse or Domestic Partner;
> - Your child(ren);
> - Your parent(s); or
> - Your sibling(s).

Id. at AR_000049.

B. The Decedent's Death and the Claims for Benefits.

On November 13, 2022, Ms. Braun died of natural causes. *Id.* at AR_000062. Specifically, she died from "cardiac arrest, COVID-19 Infection, hypertensive heart disease." *Id.* According to her death certificate, Ms. Braun was "married but separated." *Id.* She did not have a beneficiary designation in effect at the time of her death. *Id.* at AR_000076.

At the time of death, she was legally married to Floyd Durin.[1] *Id.* at AR_000062. Accordingly, Mr. Durin made a claim for benefits under the Plan. *Id.* at AR_000091-000103. In administering the claim according to the terms of the Plan, MetLife paid the life insurance benefits to Mr. Durin as Ms. Braun's spouse. *Id.* at. AR_0000159. However, MetLife did not pay any accidental death and dismemberment benefits as Ms. Braun's death was not accidental under the terms of the Plan. *See id.*

Defendants made a separate claim for benefits, including both life insurance and accidental death and dismemberment benefits. *Id.* at. AR_000066-000070. While they provided an open

[1] The decedent's spouse has been referred to as "Floyd Durin" and "Floyd Braun."

enrollment confirmation listing them as beneficiaries, the confirmation did not become effective until January 1, 2023 – the beginning of the new benefit period the following year after Ms. Braun's death. *Id*. at. AR_000071-000075. The confirmation also sought to add supplemental accidental death and dismemberment benefits, but that coverage would not become effective until January 1, 2023 – again, after Ms. Braun's death. *Id*. MetLife reviewed the enrollment confirmation and confirmed that it did not go into effect until after Ms. Braun's death and she had no beneficiary designation at the time of her death. *Id*. at. AR_000175-000176.

C. Without Exhausting the Required Administrative Process under the Plan, Defendants File a Lawsuit in Tribal Court.

On November 6, 2024, defendants filed a lawsuit against MetLife and TriNet in the Cheyenne River Sioux Tribal Court, captioned *Durin Mundahl, et al. v. MetLife, Inc. et al.*, Tribal Court No. 24C037 (the "Tribal Court Complaint"). (Doc. 1-1, Tribal Court Complaint); Ex. A-1, AR_000111-000127. Defendants set forth several common law claims for relief and sought both contractual and extra-contractual damages. (Doc. 1-1, Tribal Court Complaint). This includes claims for breach of contract, bad faith, fraud, and declaratory relief—all arising out of and relating to the administration and payment of benefits under the Plan. *Id.* As part of their complaint, defendants alleged that they had suffered damages beyond the insurance benefits themselves, including out-of-pocket expenses, funeral costs, and non-economic damages such as emotional distress, pain and suffering, and loss of peace of mind, as well as recovery of attorney fees and legal costs. *Id.* Additionally, defendants asserted a claim for punitive damages. *Id.* at ¶¶ 22–23. Defendants also requested a jury trial. (Doc. 1-1, Tribal Court Complaint).

In response, on December 20, 2024, MetLife and TriNet filed a Motion to Dismiss based on the lack of personal and subject matter jurisdiction, as well as ERISA preemption. (Doc. 1-2,

Motion to Dismiss). More specifically, it sets forth that the Tribal Court lacks personal jurisdiction over MetLife and TriNet as they have not consented to such jurisdiction or have sufficient minimum contacts as required by law. *Id.* MetLife and TriNet also set forth that the tribal court lacks subject matter jurisdiction because the claims arise out of and relate to an ERISA-governed plan. *Id.* Therefore, jurisdiction is exclusive to federal court or, in limited circumstances, state court as required under 29 U.S.C. § 1132(e). *Id.* Finally, MetLife and TriNet assert that the common claims and relief sought are all preempted by ERISA, which provides the exclusive remedy available. *Id.* To date, defendants have not responded to the Motion to Dismiss, which remains pending.

Along with the Complaint, defendants served on MetLife's registered agent a First Set of Requests for Admissions, a First Set of Interrogatories, and Requests for Production of Documents. (First Set of Requests for Admissions and a First Set of Interrogatories and Requests for Production of Documents, attached as **Exhibit B**). The sets of written discovery includes 46 requests for admission, 18 interrogatories, and 10 requests for production. *Id*. The written discovery contains predominantly boilerplate inquiries seemingly used in general insurance coverage or bad faith cases. *Id.* For example, Requests for Admission Nos. 1–31 are general inquiries about insurers' purported duties to insureds and are not tailored to this specific case. *Id.* Similarly, Interrogatory Nos. 1–18 are generic and are not tailored to any specific issues in this lawsuit. *Id.* Given this, in response, MetLife filed a Motion for a Protective Order as a claim for benefits under ERISA typically involves a review of the administrative record, not separate discovery. (Motion for Protective Order, attached as **Exhibit C**). To date, defendants have not responded to the Motion for Protective Order and the tribal court has not ruled on it.

D. MetLife and TriNet File this Lawsuit to Obtain Declaratory and Injunctive Relief.

On December 20, 2024, the same date MetLife and TriNet filed their Motion to Dismiss in tribal court, they also filed this lawsuit asserting three claims for relief: (1) a claim pursuant to 29 U.S.C. § 1132(a)(3); (2) a request for declaratory judgment pursuant to 28 U.S.C. § 2201 and Fed. R. Civ. P. 57; and (3) a request for injunctive relief. (Doc. 1, Complaint). MetLife and TriNet requested that this Court invoke its jurisdiction involving this employee welfare benefit plan governed by ERISA, declare the parties' rights and obligations regarding the benefits at issue, and enjoin defendants from continuing to litigate in the tribal court. *Id*.

E. MetLife Issues Denial of Defendants' Administrative Claim for Benefits and Upholds the Denial on Administrative Appeal.

After defendants filed their Tribal Court Complaint, on December 23, 2024, MetLife issued its administrative determination denying their claim for benefits by confirming that Ms. Braun "did not have a completed beneficiary designation on file with the Plan on the date of [her] passing." Ex. A-1, AR_000130. As such, MetLife had properly issued payment to her spouse, pursuant to the terms of the Plan. *Id.* It explained that "[neither a] child nor the Estate was eligible to receive the Plan proceeds as there was a surviving lineal heir payable prior." *Id.* MetLife also addressed the open enrollment beneficiary confirmation and explained that "the elections contained within [were] effective for the Plan year of January 1, 2023-December 31, 2023" so that the "designated changes were not in place at the time of decedent's passing on November 13, 2022." *Id.*

On February 20, 2025, defendants submitted an administrative appeal. *Id.* at AR_000135-000136. They asserted that Ms. Braun was "in the process of" dissolving her marriage as shown by a divorce petition filed in tribal court on October 25, 2022-just weeks before her death. *Id.* at

AR_000151-000155. Yet an Order of Dismissal showed that the tribal court had dismissed the petition without ruling because of Ms. Braun's death. *Id.* at AR_000155-000156.

On March 21, 2025, MetLife issued its determination upholding its previous denial of the claim "in accordance with ERISA." *Id.* at AR_000145-000147. MetLife explained that it reviewed the additional material provided. *Id.* MetLife reiterated that there was no beneficiary designation on file when the death occurred so it made payment pursuant to the terms of the Plan. *Id.* It explained that the benefits open enrollment confirmation was not effective until January 1, 2023, which as after Ms. Braun's death. *Id.* "[W]hen the loss occurred in 2022, no beneficiary designation was in force, and as the decedent was survived by an eligible lineal heir whose claim supersedes that of [defendants'] claims in beneficiary provision order of preference[]." *Id.* MetLife confirmed that "[a] child is considered an eligible lineal heir but not if the insured person was survived by a class of lineal heir whose claim fall before that of a child's." *Id.* MetLife explained "as Joye Braun was survived by a lawful spouse when she died, MetLife's liability was to the lawful spouse" and, therefore, defendants were "not the eligible beneficiaries of the Plan Benefits." *Id.*

III. STANDARD OF REVIEW

Fed. R. Civ. P. 65(a) governs the entry of a preliminary injunction. When addressing a motion for preliminary injunction, this Court considers the factors set forth in *Dataphase Systems, Inc. v. C.L. Systems, Inc.*, 640 F.2d 109, 113 (8th Cir. 1981) (*en banc*): "(1) the threat of irreparable harm to the movant; (2) the state of the balance between this harm and the injury that granting the injunction will inflict on other parties litigant; (3) the probability that movant will succeed on the merits; and (4) the public interest." *See also Perfetti Van Melle USA, Inc. v. Midwest Processing, LLC*, 135 F. Supp. 3d 1015, 1019 (D.S.D. 2015) (applying *Dataphase* factors). "No single factor

is dispositive, as the district court must balance all factors to determine whether the injunction should issue." *Oglala Sioux Tribe v. United States*, 674 F. Supp. 3d 635, 643-44 (D.S.D. 2023). "However, in deciding whether to grant a preliminary injunction, likelihood of success on the merits is most significant." *Id.* (citing *Turtle Island Foods, SPC v. Thompson*, 992 F.3d 694, 699 (8th Cir. 2021)).

IV. LEGAL ANALYSIS

A. TriNet and MetLife Are Likely to Succeed on the Merits Because ERISA Preempts Defendants' Tribal Court Claims and Tribal Court Jurisdiction is Absent.

"The most important of the *Dataphase* factors is the…likelihood of success on the merits." *Shrink Missouri Gov't PAC v. Adams*, 151 F.3d 763, 764 (8th Cir. 1998). However, to satisfy that factor, "the litigant bringing the claim need not show that he or she will ultimately win the case." *Little Am. Dairy Queen Co. v. Wardlow*, No. 15-4131, 2015 WL 13827225, at *1 (D.S.D. 2015) (citing *Little Caesar Enterprises, Inc. v. Sioux Falls Pizza Co., Inc.*, No. 12-4111-KES, 2012 WL 3190788, at *3 (D.S.D. 2012)). Instead, "probability of success on the merits in this context means that the moving party must show that it has a 'fair chance of prevailing' on the merits." *Perfetti*, 135 F. Supp. 3d at 1020 (citing *Planned Parenthood Minn., N.D., S.D. v. Rounds*, 530 F.3d 724, 731-32 (8th Cir. 2008) (*en banc*)). A "fair chance of prevailing" does not necessarily mean a greater than fifty percent likelihood of prevailing on the merits of the claim. *Id.*

29 U.S.C. § 1132(e)(1) of ERISA states:

> Except for actions under subsection (a)(1)(B) of this section, the district courts of the United States shall have exclusive jurisdiction of civil actions under this subchapter brought by the Secretary or by a participant, beneficiary, fiduciary, or any person referred to in section 1021(f)(1) of this title. State courts of competent jurisdiction and district courts of the United States shall have concurrent jurisdiction of actions under paragraphs (1)(B) and (7) of subsection (a) of this section.

The U.S. Court of Appeals for the Eighth Circuit has explained this provision:

> By congressional mandate there are four ways to assert an ERISA claim in two separate judicial forums, state and federal. Under 29 U.S.C. § 1132(e) "[s]tate courts of competent jurisdiction and district courts of the United States shall have concurrent jurisdiction of [ERISA-benefits] *actions* under [§ 1132(a)(1)(B)]" … A state forum's jurisdiction is, of course, tentative because 28 U.S.C. § 1441(a) permits removal of an ERISA benefits claim from a state tribunal to a federal district court. An ERISA-benefits action may also be asserted directly in the federal district court under either federal question jurisdiction, 28 U.S.C. § 1331, or, in a proper case, diversity jurisdiction under, 28 U.S.C. § 1332. However, in each of the four forum possibilities, the same "extraordinary pre-emptive power" is at work to convert an ordinary state law claim into one stating, exclusively, an ERISA benefits cause of action. If an ERISA benefits cause of action is filed and litigated to a conclusion in a state court of competent jurisdiction, ERISA totally preempts all state laws that conflict with its provisions or frustrate its objectives.

Am. Fam. Mut. Ins. Co. v. Hollander, 705 F.3d 339, 366 (8th Cir. 2013) (internal citations omitted). "Benefits-due actions under ERISA have concurrent state and federal jurisdiction." *Id.* at 354 n. 8 (citing 29 U.S.C. § 1132(e)(1)). "The federal courts have exclusive jurisdiction over such actions." *Lyons v. Philip Morris Inc.*, 225 F.3d 909, 912 (8th Cir. 2000) (referring to 29 U.S.C. § 1132(e)(1)); *See also Eckert v. Titan Tire Corp.*, 514 F.3d 801, 806 (8th Cir. 2008) (29 U.S.C. § 1132(e) gives "federal courts jurisdiction to hear claims arising under ERISA."); *BH Servs. Inc. v. Fce Benefit Administrators Inc.*, No. 5:16-CV-05045-KES, 2017 WL 3635186, at *6 (D.S.D. Aug. 23, 2017) ("But the ERISA claims alleged in the complaint and the first amended complaint vest exclusive jurisdiction in … 29 U.S.C. § 1132(e)(1)" which sets "exclusive federal court jurisdiction for most ERISA causes of action"); *Kiesz v. Gen. Parts, Inc.*, No. CIV 05-1043, 2007 WL 963489, at *12 (D.S.D. Mar. 28, 2007) ("ERISA … provides for exclusive jurisdiction of most civil actions coming within the coverage of the statute in federal district courts. 29 U.S.C. § 1132(e)(1).").

"Tribal judicial jurisdiction [] depends on whether the tribal court has personal jurisdiction over the defendant." *Red Fox v. Hettich*, 494 N.W.2d 638, 644 (S.D. 1993). "[T]ribal courts do

not generally have jurisdiction over nonmembers." *Ford Motor Co. v. Todecheene*, 221 F. Supp. 2d 1070, 1081 (D. Ariz. 2002). "[A]pplying traditional long arm analysis, before the tribal court can assert jurisdiction over a non-Indian, he must receive notice and have 'minimum contacts' with the tribe." *Red Fox*, 494 N.W.2d at 645 (referencing *International Shoe v. Washington*, 326 U.S. 310 (1945)). More in the way of "minimum contacts" is required for a tribal court to exercise long-arm jurisdiction over a non-Indian "than would be sufficient for the citizen of one state to assert personal jurisdiction over the citizen of another state." *Red Fox*, 494 N.W.2d at 645 (citing *Babbitt Ford, Inc. v. Navajo Indian Tribe*, 519 F. Supp. 418, 431 (D. Ariz. 1981), *aff'd in part, rev. in part on different grounds*, 710 F.2d 587 (9th Cir. 1983)).

MetLife and TriNet assert three claims for relief: (1) a claim under 29 U.S.C. § 1132(a)(3); (2) a request for declaratory judgment pursuant to 28 U.S.C. § 2201 and Fed. R. Civ. P. 57; and (3) a request for injunctive relief. The second and third claims raise legal issues concerning jurisdiction. MetLife and TriNet seek a declaration that defendants' tribal court claims are preempted by ERISA, that the tribal court lacks jurisdiction, and that defendants cannot continue to pursue their claims in tribal court. MetLife and TriNet also seek an injunction preventing defendants from continuing to pursue claims in tribal court given the lack of jurisdiction and ERISA preemption.

MetLife and TriNet are likely to succeed on the merits because ERISA provides the exclusive federal enforcement scheme for employee welfare benefit plans and expressly preempts all common law claims that "relate to" such plans. *See* 29 U.S.C. §§ 1132(e)(1) and 1144(a); *Hollander v. Guardian Life Ins. Co. of Am.*, 705 F.3d 264, 266 (8th Cir. 2013). The claims asserted in tribal court—including breach of contract, fraud, and bad faith—relate to the denial of benefits under an ERISA-governed plan. ERISA's broad preemption clause was designed to ensure

national uniformity in benefit plan regulation. Courts consistently hold that common law claims "relating to" benefit determinations under ERISA plans are preempted. *See Hollander v. Guardian Life Ins. Co. of Am.*, 705 F.3d 264, 266 (8th Cir. 2013); *Fink v. Dakotacare*, 324 F.3d 685, 689 (8th Cir. 2003); *Howard v. Coventry Health Care of Iowa, Inc.*, 293 F.3d 442, 446 (8th Cir. 2002); *Parkman v. Prudential Ins. Co. of Am.*, 439 F.3d 767, 771 (8th Cir. 2006).

Also, the tribal court lacks subject matter jurisdiction over ERISA-governed matters. Instead, any relief sought by defendants must be pursued through the civil enforcement provisions of ERISA in a court with proper jurisdiction—namely, federal court, or in limited circumstances, state court. ERISA expressly provides that "*the district courts of the United States* shall have *exclusive jurisdiction of civil actions* under this subchapter brought by the Secretary or by a participant, beneficiary, fiduciary, or any person…" 29 U.S.C. § 1132(e)(1) (emphasis added). ERISA also states "[s]tate courts of competent jurisdiction and district courts of the United States shall have concurrent jurisdiction of actions." *Id.* While certain actions may be brought in either state or federal court, the statute does not extend jurisdiction to tribal courts.

The Plan confirms this jurisdictional limitation. It states: "If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in *a state or Federal court*." Ex. A-1 at AR_000056 (emphasis added). This language reflects the statutory scheme established by Congress and reinforces that only state or federal courts, not tribal courts, are appropriate forums for resolving ERISA-governed benefit disputes. This jurisdictional framework is fundamental to ERISA's purpose: to ensure a uniform, consistent system for addressing employee welfare benefit plans. Allowing common law claims to proceed in tribal court would contravene this structure and purpose.

Importantly, exhaustion of tribal remedies is not required for this Court to immediately exercise jurisdiction pursuant to ERISA, as Congress has preempted tribal adjudicatory authority over such claims, ensuring a uniform regulatory scheme under federal jurisdiction. *See Coppe v. Sac & Fox Casino Healthcare Plan*, No. 14-2598-RDR, 2015 WL 1137733, at *1 (D. Kan. Mar. 13, 2015) ("We hold that Congress has preempted the tribe's adjudicatory authority over ERISA claims and, therefore, exhaustion of tribal remedies is not required"); *Vandever v. Osage Nation Enter., Inc.*, No. 06-CV-380-GKF-TLW, 2009 WL 702776, at *5 (N.D. Okla. Mar. 16, 2009) ("Given the preemptive nature of ERISA and the express purpose of Congress to provide a uniform regulatory scheme over employee benefit plans, the court concludes abstention would be inappropriate."); *Peabody Holding Co., LLC v. Black*, No. CV-12-08252-PCT-DGC, 2013 WL 2370620, at *6 (D. Ariz. May 29, 2013) ("In summary, the Court concludes that requiring tribal court exhaustion in this case, where the only question is one over which the federal courts have 'exclusive jurisdiction,' would be 'patently violative of express jurisdictional prohibitions.' As a result, exhaustion in tribal court is not required.") (internal citations omitted); *see also El Paso Nat. Gas Co. v. Neztsosie*, 526 U.S. 473, 483 (1999) (tribal exhaustion doctrine does not apply to claims by tribal members against uranium mining corporations subject to the Price-Anderson Act).

Beyond ERISA, the tribal court also lacks personal jurisdiction over MetLife and TriNet, which are non-tribal entities with no relevant contacts, conduct, or contractual agreements that would confer authority to the tribal court. Two cases underscore this jurisdictional limitation. In *Ford Motor Co. v. Todecheene*, the parents of a Navajo Nation police officer killed in a single-vehicle accident on tribal land filed a product liability suit in Navajo tribal court alleging the Ford Expedition she was driving was defectively designed or manufactured. 221 F. Supp. 2d 1070, 1072 (D. Ariz. 2002). Thereafter, Ford filed an action in federal court seeking declaratory and injunctive

relief asserting that the tribal court lacked jurisdiction. *Id.* at 1073. The federal court ruled that Ford had not consented to tribal court jurisdiction and it was not required to exhaust tribal remedies because tribal jurisdiction was plainly lacking. *Id.* at 1083, 1087. The federal court entered a preliminary injunction barring the tribal court proceedings and enjoining the parents from proceeding in the tribal court. *Id.* at 1088.

In *Hornell Brewing Co. v. Rosebud Sioux Tribal Court*, a brewery challenged a tribal court's jurisdiction over claims brought by the Estate of Crazy Horse, which had filed an action in tribal court objected to the use of the Crazy Horse name on malt liquor products. 133 F.3d 1087, 1089-1090 (8th Cir. 1998). The district court issued a preliminary injunction barring the tribal court from proceeding, but remanded to the tribal court for findings on jurisdiction. *Id.* at 1091. On appeal, the Eighth Circuit held that tribal jurisdiction was plainly lacking, vacated the remand, and dissolved the preliminary injunction as moot since no further tribal court action was permissible under federal law. *Id.* at 1092-1094.

Applied here, the tribal court lacks personal jurisdiction over MetLife and TriNet, both non-tribal entities with no meaningful contacts with the tribe or reservation. MetLife and TriNet neither consented to tribal court jurisdiction nor entered into any contractual relationship with the tribe. Jurisdiction cannot rest solely on the fact that a plan participant or an alleged plan beneficiary was or is a tribal member or resides on the reservation. Absent consent, a contractual nexus, or conduct implicating core tribal interests, the tribal court has no basis to assert jurisdiction over MetLife or TriNet.

MetLife and TriNet are likely to succeed on the merits on their claims for relief. This includes the declaratory and injunction relief claims for the reasons set forth above. Even as to the ERISA-based claim under 29 U.S.C. § 1132(a)(3), MetLife and TriNet are likely to succeed. The

Plan clearly sets forth both the process for designating a beneficiary for life insurance benefits and, if there is no designated beneficiary, the order of beneficiaries. At the time of the decedent's death, no beneficiary designation was in effect. Therefore, MetLife determined that the decedent was survived by a lineal heir, her lawful husband, under the terms of the Plan. While defendants argue that the decedent was separated and had petitioned for a divorce, she was still married on the date of her death.

Also, defendants' reliance on an open enrollment confirmation listing them as beneficiaries and seeking additional coverage does not change this determination. The open enrollment confirmation became effective beginning January 1, 2023-the start of the new annual benefit period. However, the decedent passed away in November 2022. Because the administrative record supports the denial of benefits, MetLife and TriNet are likely to prevail on the merits of their claim.

B. MetLife and TriNet Face Imminent and Irreparable Harm Without Injunctive Relief.

To demonstrate irreparable harm, the movants must show that "the harm is certain and great and of such imminence that there is a clear and present need for equitable relief." *Noem v. Haaland*, 542 F. Supp. 3d 898, 925 (D.S.D. 2021) (citing *Iowa Utils. Bd. v. F.C.C.*, 109 F.3d 418, 425 (8th Cir. 1996)). "The movant must demonstrate that the irreparable harm is likely in the absence of injunctive relief, not just a mere a possibility." *Id.* "Irreparable harm occurs when a party has no adequate remedy at law, typically because its injuries cannot be fully compensated through an award of damages." *Perfetti*, 135 F. Supp. 3d at 1019–20 (citing *Gen. Motors Corp. v. Harry Brown's, LLC*, 563 F.3d 312, 319 (8th Cir. 2009)).

MetLife and TriNet will suffer immediate and irreparable harm if proceedings in tribal court are allowed to continue. They are being forced to defend against common law claims in a forum that has no authority to hear them under federal law and that entirely unavailable based on

preemption. Further example of this harm is the fact that defendants have already served onerous written discovery that is well beyond any parameters permitted under ERISA, which generally involved review of and a determination based on an administrative record. This conduct forced MetLife and TriNet to immediately file a Motion for Protective Order. This is only one example of the immediate and irreparable harm faced by MetLife and TriNet, which also includes the risk of an adverse ruling on non-cognizable common law-based claims for relief, a jury trial that is unavailable under ERISA, and extra-contractual damages or legal relief that ERISA does not permit. These are harms that cannot be undone through later proceedings in a proper forum. If allowed to proceed, this litigation would circumvent ERISA's streamline process and its uniform enforcement structure, causing substantial prejudice to MetLife and TriNet.

As already discussed above, tribal courts lack subject matter jurisdiction over ERISA-governed claims, and this tribal court also lacks personal jurisdiction over MetLife and TriNet, non-tribal entities with no relevant ties to the tribe or its reservation. Forcing MetLife and TriNet to defend in a forum that has neither legal authority nor jurisdiction violates their due process rights and directly undermines the uniformity Congress requires in enacting ERISA. Injunctive relief is therefore necessary to prevent further irreparable harm and to preserve this Court's jurisdiction over this dispute.

C. The Balance of Equities Strongly Favors Injunctive Relief.

The balance of equities weighs in favor of granting injunctive relief. An injunction as requested does not deprive defendants of any substantive rights or remedies—they remain entitled to pursue any viable claims for benefits in this Court, the appropriate forum with jurisdiction. As to the first claim for relief, MetLife and TriNet are prepared to produce the administrative record and the parties can fully participate in the process to address defendants' claim for benefits.

Defendants will have a full and fair opportunity to set forth the merits of their arguments, obtain judicial review of the benefit determination, and—if entitled—receive appropriate relief.

MetLife and TriNet, by contrast, face the ongoing burden of defending claims in a forum that lacks both subject matter and personal jurisdiction—one that is proceeding outside the bounds of ERISA's exclusive remedial scheme. This exposes them to substantial and irreparable harm, including the risk of inconsistent outcomes, unauthorized discovery, extra-contractual damages, and a jury trial—none of which are permitted under ERISA. Forcing MetLife and TriNet to continue litigating in an unauthorized forum imposes material and unjustified burdens, all while serving no legitimate interest that could not be fully addressed through proper proceedings before this Court. Accordingly, the balance of equities weigh in MetLife's and TriNet's favor.

Further, in terms of timing, MetLife and TriNet immediately filed this action seeking relief. They filed this lawsuit the same day they responded to the Tribal Court Complaint by their Motion to Dismiss. After proper service of this federal court Complaint, defendants—after obtaining an extension of time—only recently responded by submitting an Answer. Within days thereafter, MetLife and TriNet now file this Motion for Preliminary Injunction. Notably, in the interim period, no procedural actions have taken place or substantive rulings have been issued in tribal court. Defendants have yet to file responses to the pending Motion to Dismiss or Motion for Protective Order filed in tribal court. The tribal court has not issued any rulings on these Motions or taken affirmative steps to proceed with the Tribal Court Complaint to date. Therefore, injunctive relief will not disrupt any ongoing proceedings or rulings before the tribal court.

D. Injunctive Relief Serves and Protects the Public Interest.

Issuing an injunction serves the public interest by upholding the clear jurisdictional boundaries set forth by Congress under 29 U.S.C. § 1132(e). It prevents a tribal court-unmentioned

by this statute as having jurisdiction-from improperly exercising jurisdiction to address an employee welfare benefit plan governed by ERISA. This preserves the uniform adjudication of such plans in the public interest. The requested injunction reinforces the jurisdiction roles of federal and state courts, as well as tribal courts, ensuring each operates within its lawful authority. It prevents tribal courts from adjudicating matters exclusively reserved for federal and state courts, avoiding jurisdictional confusion and legal conflicts. Further, it prevents the parties from exploiting potential overlapping jurisdictions to gain unfair advantages or evade established legal procedures, promoting fairness and legal certainty.

By ensuring ERISA-governed claims are resolved under consistent federal law, the requested injunction safeguards participants' and beneficiaries' rights to fair and predictable outcomes. It also advances judicial efficiency by directing claims through ERISA's administrative review process and the federal court system, preserving the integrity of the designed judicial process. Protecting MetLife and TriNet from an unauthorized forum aligns with the public's strong interest in the fair, consistent enforcement of ERISA. For these reasons, injunctive relief is warranted to serve the public's interest.

E. Minimal Bond Is Appropriate.

A "court may issue a preliminary injunction ... only if the movant gives security in an amount that the court considers proper to pay the costs and damages sustained by any party found to have been wrongfully enjoined or restrained." Fed. R. Civ. P. 65(c). "The amount of the bond rests within the sound discretion of the trial court...." *Stockslager v. Carroll Elec. Coop. Corp.*, 528 F.2d 949, 951 (8th Cir. 1976). MetLife and TriNet request that this Court require only a minimal bond under Rule 65(c), as the risk of harm to defendants from an injunction is negligible based on the reasons set forth in this brief. A nominal bond would appropriately balance the

equities and is well within the Court's discretion. MetLife and TriNet recommend a $405 bond reflecting the cost of the filing fee to file a complaint in this Court.

V. CONCLUSION

WHEREFORE, Plaintiffs Metropolitan Life Insurance Company and TriNet HR XI, Inc. respectfully request that this Court issue a preliminary injunction and enter an order enjoining and barring defendants from continuing any proceedings in the tribal court and preventing them from taking any additional action or seeking any further relief in such court. Such injunction would remain throughout the pendency of this action until final conclusion, including any request for permanent injunctive relief or further disposition. MetLife and TriNet seek such additional relief as this Court deems appropriate.

DATED this the 3rd day of June, 2025.

/s/ Sarah Collins

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of the above and foregoing was electronically filed with the Clerk of the United States District Court using the CM/ECF system which will send notification to all counsel of record this 3rd day of June, 2025:

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