

MAY 14 2009

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U.S. COURT OF APPEALS

NOT FOR PUBLICATION

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

<p>LINDA L. FELDMAN, RN, an individual,</p> <p style="text-align: center;">Plaintiff - Appellant,</p> <p style="text-align: center;">v.</p> <p>METROPOLITAN LIFE INSURANCE COMPANY, a corporation,</p> <p style="text-align: center;">Defendant - Appellee.</p>

No. 08-55563

D.C. No. 8:06-CV-00398-VBF-
RNB

MEMORANDUM *

Appeal from the United States District Court
for the Central District of California
Valerie Baker Fairbank, District Judge, Presiding

Argued and Submitted May 8, 2009
Pasadena, California

Before: B. FLETCHER, FISHER and GOULD, Circuit Judges.

Linda Feldman appeals the district court’s grant of summary judgment to her long-term disability insurer, Metropolitan Life Insurance Company (“MetLife”).

We have jurisdiction pursuant to 28 U.S.C. §1291, and we affirm.

* This disposition is not appropriate for publication and is not precedent except as provided by 9th Cir. R. 36-3.

The parties are familiar with the facts and procedural history of the case, so we need not repeat them here. We hold that MetLife acted reasonably in suspending Feldman's benefits because there was a "genuine dispute" as to coverage. *See Guebara v. Allstate Ins. Co.*, 237 F.3d 987, 992 (9th Cir. 2001). MetLife's handling of the claim, which included numerous attempts to contact Feldman's doctors, reveals none of the hallmarks of bad faith. Moreover, MetLife terminated benefits based on the statement of Feldman's own doctor that he could no longer certify her as disabled. Once MetLife obtained medical documentation confirming Feldman's continued disability, it adequately handled the claim by reinstating coverage and paying retroactive benefits.

Therefore, we AFFIRM the grant of summary judgment to MetLife.