# Reminder: A Release of Claims May Not Offer Blanket Protection Against Potential ERISA Claims

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A recent federal district court case, *Anastos v. IKEA Property, Inc.*, illustrates that a release agreement executed upon employment termination may not offer blanket protection for employers against potential future ERISA or other claims that arise after termination (and after the release agreement has been executed). In *Anastos*, an employee sued his former employer alleging the information provided to him about the employer's retiree life insurance program led him to believe that no medical certification would be required to continue his life insurance coverage post-retirement. After the employee retired, his employer informed him that life insurance coverage was not available post-termination under the employer-provided plan and that, instead, he would have to convert the coverage to a whole life insurance policy with MetLife. MetLife required a medical examination before it would issue the policy, and the employee would not be able to satisfy the medical examination requirement. The employer filed a motion to dismiss the employee's lawsuit based on a voluntary release of claims agreement the employee executed shortly after his last day of employment. The release covered any and all claims, known and unknown, asserted or unasserted that the employee had or may have under ERISA as of the date the release was executed. The court held that the release agreement only covered claims as of the date the release was executed and, thus, did not cover any claims that arose after that date. Because the employer did not deny the life insurance coverage until after the release was executed, the court held the employee's ERISA claim was not within the scope of the release and denied the employer's motion to dismiss. To minimize potential benefits claims that could arise after a release agreement is signed, employers should:

- Review their plans to understand the terms of any post-termination benefits to ensure that any obligations imposed on the former employee (such as conversion rights) are accurately and adequately described to the employee prior to termination;
- Update form release agreements regularly so changes in the law are accurately reflected in the form before it is used;
- Use care when agreeing to any carve-outs from the release agreements for certain claims under benefit plans or programs; and
- Ensure employees sign release agreements on or after their last day of employment so the release agreement covers claims that arose during employment.

By properly communicating the terms of any post-termination benefits and proper planning, employers can reduce potential post-termination benefit claims that would be outside the scope of the release agreement's protections. *Anastos v. IKEA Prop., Inc.*, No. 1:19-cv-03702-SDG (N.D. Ga. Mar. 17, 2021).

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