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NOTE: Where it is feasible, a syllabus (headnote) will be released, as is being done in connection with this case, at the time the opinion is issued. The syllabus constitutes no part of the opinion of the Court but has been prepared by the Reporter of Decisions for the convenience of the reader. See *United States v. Detroit Timber & Lumber Co.*, 200 U. S. 321, 337.

SUPREME COURT OF THE UNITED STATES**Syllabus****HARDT *v.* RELIANCE STANDARD LIFE INSURANCE CO.****CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE FOURTH CIRCUIT**

No. 09–448. Argued April 26, 2010—Decided May 24, 2010

After medical problems forced petitioner Hardt to stop working, she filed for long-term disability benefits under her employer’s long-term disability plan. Upon exhausting her administrative remedies, Hardt sued respondent Reliance, her employer’s disability insurance carrier, alleging that it had violated the Employee Retirement Income Security Act of 1974 (ERISA) by wrongfully denying her benefits claim. The District Court denied Reliance summary judgment, finding that because the carrier had acted on incomplete medical information, the benefits denial was not based on substantial evidence. Though also denying Hardt summary judgment, the court stated that it found “compelling evidence” in the record that she was totally disabled and that it was inclined to rule in her favor, but concluded that it would be unwise to do so without giving Reliance the chance to address the deficiencies in its approach. The court therefore remanded to Reliance, giving it 30 days to consider all the evidence and to act on Hardt’s application, or else the court would enter judgment in Hardt’s favor. Reliance did as instructed and awarded Hardt benefits. Hardt then filed a motion under 29 U. S. C. §1132(g)(1), a fee-shifting statute that applies in most ERISA lawsuits and provides that “the court in its discretion may allow a reasonable attorney’s fee and costs . . . to either party.” Granting the motion, the District Court applied the Circuit’s framework governing attorney’s fee requests in ERISA cases, concluding, *inter alia*, that Hardt had attained the requisite “prevailing party” status. The Fourth Circuit vacated the fees award, holding that Hardt had failed to establish that she qualified as a “prevailing party” under the rule set forth in *Buckhannon Board & Care Home, Inc. v. West Virginia Dept. of Health*

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and Human Resources, 532 U. S. 598, 604, that a fee claimant is a “prevailing party” only if he has obtained an “enforceable judgment[t] on the merits” or a “court-ordered consent decre[e].” The court reasoned that because the remand order did not require Reliance to award Hardt benefits, it did not constitute an enforceable judgment on the merits.

Held:

1. A fee claimant need not be a “prevailing party” to be eligible for an attorney’s fees award under §1132(g)(1). Interpreting the section to require a party to attain that status is contrary to §1132(g)(1)’s plain text. The words “prevailing party” do not appear in the provision. Nor does anything else in §1132(g)(1)’s text purport to limit the availability of attorney’s fees to a “prevailing party.” Instead, §1132(g)(1) expressly grants district courts “discretion” to award attorney’s fees “to either party.” (Emphasis added.) That language contrasts sharply with §1132(g)(2), which governs the availability of attorney’s fees in ERISA actions to recover delinquent employer contributions to a multiemployer plan. In such cases, only plaintiffs who obtain “a judgment in favor of the plan” may seek attorney’s fees. §1132(g)(2)(D). The contrast between these two paragraphs makes clear that Congress knows how to impose express limits on the availability of attorney’s fees in ERISA cases. Because Congress failed to include in §1132(g)(1) an express “prevailing party” requirement, the Fourth Circuit’s decision adding that term of art to the statute more closely resembles “invent[ing] a statute rather than interpret[ing] one.” *Pasquantino v. United States*, 544 U. S. 349, 359. Pp. 8–9.

2. A court may award fees and costs under §1132(g)(1), as long as the fee claimant has achieved “some degree of success on the merits.” *Ruckelshaus v. Sierra Club*, 463 U. S. 680, 694. The bedrock principle known as the American Rule provides the relevant point of reference: Each litigant pays his own attorney’s fees, win or lose, unless a statute or contract provides otherwise. *E.g.*, *id.*, at 683–686. This Court’s “prevailing party” precedents do not govern here because that term of art does not appear in §1132(g)(1). Instead, the Court interprets §1132(g)(1) in light of its precedents addressing statutes that deviate from the American Rule by authorizing attorney’s fees based on other criteria. *Ruckelshaus*, which considered a statute authorizing a fees award if the court “determines that such an award is appropriate,” 42 U. S. C. §7607(f), is the principal case in that category. Applying that decision’s interpretive approach to 29 U. S. C. §1132(g)(1), the Court first looks to “the language of the section,” 463 U. S., at 682, which unambiguously allows a court to award attorney’s fees “in its discretion . . . to either party.” *Ruckelshaus* also lays down the proper markers to guide a court in exercising that discre-

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tion. Because here, as in the statute in *Ruckelshaus*, Congress failed to indicate clearly that it “meant to abandon historic fee-shifting principles and intuitive notions of fairness,” 463 U. S., at 686, a fees claimant must show “some degree of success on the merits” before a court may award attorney’s fees under §1132(g)(1), see *id.*, at 694. Hardt has satisfied that standard. Though she failed to win summary judgment on her benefits claim, the District Court nevertheless found compelling evidence that she is totally disabled and stated that it was inclined to rule in her favor. She also obtained the remand order, after which Reliance conducted the court-ordered review, reversed its decision, and awarded the benefits she sought. Accordingly, the District Court properly exercised its discretion to award Hardt attorney’s fees. Pp. 9–13.

336 Fed. Appx. 332, reversed and remanded.

THOMAS, J., delivered the opinion of the Court, in which ROBERTS, C. J., and SCALIA, KENNEDY, GINSBURG, BREYER, ALITO, and SOTOMAYOR, JJ., joined, and in which STEVENS, J., joined as to Parts I and II. STEVENS, J., filed an opinion concurring in part and concurring in the judgment.