

**IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF FLORIDA
TALLAHASSEE DIVISION**

**UNITED OF OMAHA LIFE
INSURANCE COMPANY,**

Plaintiff,

v.

Case No. 4:25-cv-168-AW-MAF

**LANIE BLACK and
AMANDA ANDERSON,**

Defendants.

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**ORDER REGARDING BLACK’S MOTION
FOR JUDGMENT ON THE PLEADINGS**

After Daniel Vakulick died, United of Omaha Life Insurance Company received competing claims for life insurance proceeds. It successfully interpleaded those disputed funds, leaving the claimants—Lanie Black and Amanda Anderson—to litigate their dispute here. Black, Vakulick’s ex-girlfriend, was named as the sole beneficiary on Vakulick’s enrollment form. Anderson, Vakulick’s mother, argues the designation is invalid. But even if the designation is valid, Anderson says, equity supports the creation of a constructive trust conveying the disputed funds to Vakulick’s estate.

Black now moves for judgment on the pleadings. She contends Anderson has not plausibly alleged any facts suggesting the designation is invalid. I conclude Black is entitled to judgment on the pleadings with respect to Anderson’s claims

challenging the validity of the designation. That means the proceeds were payable to Black in the first instance. That does not, though, resolve a claim—like Anderson’s unjust enrichment claim—seeking to recover funds from Black after distribution. The court, as noted below, invites further briefing regarding whether such a claim should proceed here.

I.

“Judgment on the pleadings is appropriate where there are no material facts in dispute and the moving party is entitled to judgment as a matter of law.” *Cannon v. City of W. Palm Beach*, 250 F.3d 1299, 1301 (11th Cir. 2001). To avoid judgment on the pleadings, Anderson had to allege enough facts to state a plausible claim to relief. *Carbone v. Cable News Network, Inc.*, 910 F.3d 1345, 1350 (11th Cir. 2018). At this stage, I accept all well-pleaded facts as true, and I draw all reasonable inferences in Anderson’s favor. *Hawthorne v. Mac Adjustment, Inc.*, 140 F.3d 1367, 1370 (11th Cir. 1998).

II.

Anderson’s crossclaim against Black asserts three claims for relief. Count One seeks a declaratory judgment that Black’s designation as beneficiary is invalid, either because it is incomplete or was procured illegally. ECF No. 28 ¶¶ 29-34; *see also* ECF No. 8-2 (the enrollment form). Count Two is an equitable claim under ERISA and seeks to reform the allegedly invalid designation. ECF No. 28 ¶¶ 35-39. Count

Three, pleaded in the alternative and assuming Black is the proper designee, seeks a constructive trust in favor of Vakulick's estate. *Id.* ¶¶ 40-44.

A.

Counts One and Two both allege the “purported beneficiary designation naming Black was the result of undue influence, fraud, forgery, mistake, administrative error, or other unlawful means and does not reflect the Decedent’s true intent.” ECF No. 28 ¶ 37; *accord id.* ¶ 33. Anderson says “the handwriting printing Black’s name on the Enrollment Form” is not Vakulick’s, “and the designation was completed under circumstances that call into question its validity.” *Id.* ¶ 19. Those circumstances, Anderson alleges, are either that Black “inserted her name without” Vakulick’s knowledge “or induced him so through undue influence.” *Id.*

But Anderson alleges no facts supporting her theories. “While legal conclusions can provide the framework of a complaint, they must be supported by factual allegations.” *Ashcroft v. Iqbal*, 556 U.S. 662, 679 (2009); *see also Chaparro v. Carnival Corp.*, 693 F.3d 1333, 1337 (11th Cir. 2012) (noting allegations that are “more conclusory than factual” are not entitled to truth).

Start with undue influence. Undue influence is influence so substantial and overpowering that it destroys someone’s free will.¹ See *Tinsley v. General Motors Corp.*, 227 F.3d 700, 704 (6th Cir. 2000); *Taylor v. Johnson*, 581 So. 2d 1333, 1334-35 (Fla. 1st DCA 1990). Courts look at factors like the benefactor’s “physical and mental condition,” “the beneficiary’s role in procuring the benefit,” and “coercive or threatening acts on the part of the beneficiary.” *Tinsley*, 227 F.3d at 705; see also *Metro. Life Ins. v. Washington*, 2015 WL 5125205, at *3 (M.D. Fla. Aug. 31, 2015) (noting Florida law requires a “confidential relationship” and “active procurement”). But Anderson alleges nothing about anything Black said or did—or any aspect of Black’s relationship with Vakulick—that suggests undue influence. A bare assertion is not enough.

Nor can Anderson’s claims of invalidity rest on fraud or forgery. Claims sounding in fraud must be pleaded with particularity. Fed R. Civ. P. 9(b); *Pop v. Lulifama.com LLC*, 145 F.4th 1285, 1292-93 (11th Cir. 2025). And a claim sounds in fraud when its factual allegations involve false representations of material fact meant to deceive. *Pop*, 145 F.4th at 1294-95. Anderson suggests Black (or someone)

¹ Because ERISA’s text is silent on undue influence, I look to federal common law, which is informed by analogous state law. See *Harrison v. Digital Health Plan*, 183 F.3d 1235, 1238-39 (11th Cir. 1999); see also *Tinsley v. General Motors Corp.*, 227 F.3d 700, 704-05 (6th Cir. 2000) (looking to “state-law principles for guidance” for undue-influence claim in ERISA-designation suit).

may have forged Vakulick's handwriting, but she does not allege the who, what, when, where, and how of that forgery or any other fraud. Anderson's bare assertion again falls short. *Pop*, 145 F.4th at 1296. And even if a heightened pleading standard did not apply, the pleading still lacks sufficient factual allegations supporting an inference of forgery. The allegation that certain handwriting on the form (other than the signature) was inconsistent with Vakulick's does not plausibly support a conclusion that there was a forgery.

Anderson's allegations of mistake or post-designation change-of-mind fail too. ECF No. 28 ¶¶ 18, 21, 23. Assuming post-designation change-of-mind plays any role in evaluating a beneficiary designation, *but see Kennedy v. Plan Adm'r for DuPont Sav. & Inv. Plan*, 555 U.S. 285, 300-01 (2009) (noting ERISA's statutory scheme "is built around reliance on the face of written plan documents" and "forecloses any justification for enquires into nice expressions of intent"), Anderson's reference to what Vakulick told family members cannot suffice. Anderson needed to allege some step Vakulick took to effectuate his intent, like filling out a change-of-beneficiary form. But she alleges none. *Cf. Phoenix Mut. Life Ins. Co. v. Adams*, 30 F.3d 554, 564 (4th Cir. 1994) (discussing the substantial compliance doctrine under ERISA); *cf. also Metro. Life Ins. Co. v. Waddell*, 697 F. App'x 989, 997-98 & n.5 (11th Cir. 2017) (questioning the substantial compliance doctrine's viability post-*Kennedy*).

Beyond fraud, forgery, undue influence, mistake, and change-of-mind, Anderson offers one final theory for why the designation is invalid: it was facially incomplete. ECF No. 28 ¶ 20; *see* ECF No. 8-2. But Anderson points to nothing either in the policy or the caselaw to suggest the kinds of missing fields here invalidate Vakulick’s designation. And Vakulick provided enough information to readily identify the designated beneficiary, including her full name, date of birth, and her then-existing relationship to Vakulick. Inconsequential gaps will rarely defeat a person’s written intent. *Cf. United Env’t Group, Inc. v. GKK McKnight, LP*, 176 A.3d 946, 963 (Pa. Super. Ct. 2017) (noting an agreement is binding if “the essential terms of that agreement are certain enough to provide the basis for providing an appropriate remedy”); *In re Estate of Fleigle*, 664 A.2d 612, 637 (Pa. Super. Ct. 1995) (noting a testamentary disposition of property must identify “the person to whom it is given with such certainty that a court can give effect to the gift”).

B.

That leaves Anderson’s third claim, titled “constructive trust.” Black says a constructive trust is a remedy and not a cause of action. ECF No. 42 at 18-19. But read charitably, Anderson’s third claim asserts a claim for unjust enrichment. *See*

ECF No. 28 ¶ 42 (“A constructive trust should be imposed when the facts show that unjust enrichment would ensue”).²

But it is unclear whether unjust enrichment is appropriate to litigate at this stage. In *Kennedy*, the Supreme Court clarified that a plan administrator must act “in accordance with the documents and instruments governing the plan,” especially when it “comes time to pay benefits.” 555 U.S. at 300. That obligation applies notwithstanding contrary state-law rules or private agreements, like state statutes that revoke an ex-spouse’s beneficiary status upon divorce or an ex-spouse’s waiver of life insurance proceeds. *Id.* at 302-03 (citing *Egelhoff v. Egelhoff ex rel. Breiner*, 532 U.S. 141, 143 (2001)). But state-law rules and private agreements are not without force. In *Akpele*, the Eleventh Circuit clarified that parties may sue plan beneficiaries for benefits, “but only after the plan beneficiary has received the benefits.” *Metlife Life & Annuity Co. of Conn. v. Akpele*, 886 F.3d 998, 1007 (11th Cir. 2018).

² Count Two of Anderson’s crossclaim—equitable relief under ERISA—also seeks to prevent unjust enrichment. ECF No. 28 ¶ 36. But 29 U.S.C. § 1132(a)(3) provides equitable relief only “for violations of the [ERISA] statute or the terms of the plan.” *Gimeno v. NCHMD, Inc.*, 38 F.4th 910, 914 (11th Cir. 2022). Anderson points to neither. Moreover, nothing in the crossclaim suggests Black is the appropriate defendant for the kind of equitable relief Anderson (or Vakulick’s estate) seeks. *Gimeno*, 38 F.4th at 915 (“[T]he Supreme Court in *Amara* explained that a defendant’s status as a fiduciary makes a ‘critical difference’ in the availability of monetary equitable relief.” (citing *CIGNA Corp. v. Amara*, 563 U.S. 421, 442 (2011))).

Under the policy, which is governed by ERISA, the funds are properly Black's. That determination resolves this interpleader action, which concerns who is entitled to the disputed insurance proceeds. *Cf. Tinsley*, 227 F.3d at 704 (noting designation challenges of an ERISA-governed plan fall under ERISA's "broad preemptive reach"). *Kennedy* and *Akpele* suggest post-distribution challenges present different questions—namely, whether state-law rules warrant divesting a beneficiary of distributed proceeds.

Neither party engages with this issue, and I will give the parties an opportunity to be heard before dismissing Anderson's unjust-enrichment claim. Within 14 days, the parties may file briefs stating whether an unjust enrichment action against Black is appropriate before distribution in light of *Akpele* and *Kennedy*'s directive to pay ERISA benefits to the named beneficiary without regard to competing state-law rules.

It appears the proper outcome here is an order (a) dismissing counts one and two on the merits, (b) directing the clerk to disburse the disputed funds to Black, (c) dismissing Anderson's unjust enrichment claim without prejudice to a new unjust-enrichment action against Black based on state law, and (d) closing the file. But the court will take no further action until it considers the parties' supplemental filings on unjust enrichment. Such supplemental filings are optional.

SO ORDERED on January 23, 2026.

s/ *Allen Winsor*

Chief United States District Judge