

**11-1285 U.S. AIRWAYS, INC. V. McCUTCHEN**

DECISION BELOW: 663 F.3d 671

LOWER COURT CASE NUMBER: 10-3836

**QUESTION PRESENTED:**

Employee benefit plans often cover a participant's medical bills in the event of injury but require that, if the participant obtains compensation from a third party for that injury, he or she reimburse the plan in full. Under Section 502(a)(3) of the Employee Retirement Income Security Act ("ERISA"), plans may enforce these reimbursement provisions in court by seeking "appropriate equitable relief" to enforce "the terms of the plan." 29 U.S.C. § 1132(a)(3).

Twice in recent years this Court has resolved disputes about how Section 502(a)(3) works in reimbursement actions. In the more recent case, *Sereboff v. Mid Atlantic Medical Services, Inc.*, 547 U.S. 356 (2006), the Court expressly reserved a third question about the provision. The Third Circuit, in its words, has now "squarely" answered "the question that *Sereboff* left open," Pet. App. 9a, and has done so in a way that, as it acknowledged, splits the circuits.

The question presented is: Whether the Third Circuit correctly held-in conflict with the Fifth, Seventh, Eighth, Eleventh, and D.C. Circuits-that ERISA Section 502(a)(3) authorizes courts to use equitable principles to rewrite contractual language and refuse to order participants to reimburse their plan for benefits paid, even where the plan's terms give it an absolute right to full reimbursement.

CERT. GRANTED 6/25/2012