No. 17-1247

IN THE

Supreme Court of the United States

SUN LIFE ASSURANCE COMPANY OF CANADA,

Petitioner,

v.

RICHARD E. JACKSON AND SIERRA N. JACKSON, INDIVIDUALLY AND AS PERSONAL REPRESENTATIVE OF THE ESTATE OF BRUCE D. JACKSON,

Respondents.

On Petition for a Writ of Certiorari
to the United States Court of Appeals
for the Sixth Circuit

BRIEF IN OPPOSITION FOR SIERRA N. JACKSON

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QUESTION PRESENTED

Whether a domestic relations order "clearly specifies" the information required by 29 U.S.C. § 1056(d)(3)(C) when it unambiguously sets forth all of the required information.

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INTRODUCTION

When Bruce and Bridget Jackson divorced, they joined in entering a divorce decree that unambiguously assigned to their minor child Sierra the proceeds of all employer-provided life insurance acquired by the parents during the period of Sierra's minority. Because the decree clearly specified to whom the benefits should be paid (Sierra), where Sierra could be found (with her residential and custodial parents), which plans were covered (all employer-provided life insurance then held or later acquired), how much of the benefit should be paid to Sierra (all of it), and the duration of that obligation (until the later of when Sierra turned 18 or graduated from high school), the decree was a qualified domestic relations order that by law trumps any contrary beneficiary designation in a covered life-insurance plan. That is exactly what the court of appeals held when it concluded that the proceeds of Bruce's life insurance should be paid to his daughter (as the divorce decree provides) rather than to his uncle. In so holding, the court applied the legal standard expressly provided by the applicable statute. Because that is the same legal standard applied in every court of appeals, review of the Sixth Circuit's correct decision is unwarranted.

STATEMENT

1. The Employee Retirement Income Security Act of 1974 (ERISA or the Act), 29 U.S.C. § 1001 *et seq.*, generally applies to employee benefit plans established or maintained by an employer or employee organization. 29 U.S.C. § 1003(a). ERISA requires that "[e]very employee benefit plan shall be established and maintained pursuant to a written instrument," *id.* § 1102(a)(1), and generally obligates plan administra-

tors to manage plans covered by ERISA "in accordance with the documents and instruments governing" them, *id.* § 1104(a)(1)(D). ERISA requires covered plans to "provide that benefits provided under the plan may not be assigned or alienated." *Id.* § 1056(d)(1). The Act also broadly preempts state law, providing that ERSIA "shall supersede any and all State laws insofar as they may now or hereafter relate to any employee benefit plan" covered by ERISA. *Id.* § 1144(a).

However, in 1984 Congress enacted the Retirement Equity Act of 1984 (REA), Pub. L. No. 98-397, 98 Stat. 1426, in part to address unequal treatment of female spouses in the operation of employee benefit plans. S. Rep. No. 98-575, at 1 (1984) (Senate Report); *Mackey v. Lanier Collection Agency & Serv., Inc.*, 486 U.S. 825, 838 (1988). The REA amended ERISA to, *inter alia*, abrogate the nonalienation and preemption provisions as they apply to a "qualified domestic relations order" (QDRO). 29 U.S.C. § 1056(d)(3). The QDRO exception requires a plan administrator to distribute benefits to an alternate payee in order to satisfy a domestic-support (or similar) obligation if such payee is designated in a QDRO. *Ibid.*; Senate Report 18-23.

The QDRO exception applies only to a "qualified domestic relations order." 29 U.S.C. § 1056(d)(3)(A). The Act defines "domestic relations order" to "mean[] any judgment, decree, or order (including approval of a property settlement agreement)" that "relates to the provision of child support, alimony payments, or marital property rights to a spouse, child, or other dependent of a participant" and "is made pursuant to a State domestic relations law (including a community property law)." *Id.* § 1056(d)(3)(B)(ii). The Act specifies

that a domestic relations order is a "qualified domestic relations order" under Section 1056 if it "creates or recognizes the existence of an alternate payee's right to . . . receive all or a portion of the benefits payable with respect to a participant under a plan" and meets "the requirements of" Section 1056(d)(3)(C) and (D). *Id.* § 1056(d)(3)(B)(i). Paragraph D specifies that the order in question may not require a plan to provide any benefit or amount of benefit not otherwise provided under the plan and that it may not conflict with "another order previously determined to be a qualified domestic relations order." *Id.* § 1056(d)(3)(D).

This case implicates the requirements in Paragraph C. That paragraph provides that a domestic relations order may qualify as a QDRO "only if such order clearly specifies" (1) "the name and the last known mailing address (if any) of the participant and the name and mailing address of each alternate payee covered by the order"; (2) "the amount or percentage of the participant's benefits to be paid by the plan to each such alternate payee, or the manner in which such amount or percentage is to be determined"; (3) "the number of payments or period to which" the "order applies"; and (4) "each plan to which" the "order applies." 29 U.S.C. § 1056(d)(3)(C).

2. a. Respondent Sierra Jackson was born to Bruce and Bridget Jackson in 1995. Pet. App. 2. In 2003, Bruce signed up for employer-provided life insurance, designating his uncle Richard as the sole beneficiary of the insurance.[1] *Id.* at 2-3. Richard remained listed as the sole beneficiary in the plan

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[1] Petitioner erroneously identifies Richard as Bruce's brother rather than his uncle. Pet. 5.

documents when Bruce died in 2013. *Id.* at 2, 4. At that time, the life insurance benefit was worth a total of $239,000. *Id.* at 3.

Bruce and Bridget divorced in 2006. Pet. App. 2-3. Their divorce decree expressly incorporated the Jacksons' previously executed separation agreement and shared parenting plan. *Id.* at 11. The incorporated separation agreement states that, "[i]n order to secure the obligation of the parties to support their child during her minority," Bruce and Bridget each agreed to "maintain, unencumbered, all employer-provided life insurance, now in existence at a reasonable cost, or later acquired at a reasonable cost, naming their minor child as primary beneficiary" until she turned 18 or graduated from high school, whichever occurred later. *Id.* at 3-4. When Bruce died in 2013, Sierra was still in high school. *Id.* at 2, 4.

Petitioner Sun Life Assurance Company of Canada took over management of Bruce's insurance policy in 2008. Pet. App. 3. Upon Bruce's death, both Richard and Sierra made competing claims to the insurance proceeds. *Id.* at 4. Although Sun Life was aware of the Jacksons' divorce decree, including the incorporated provision governing life insurance, *id.* at 30, it paid the entire insurance proceeds to Richard, *id.* at 4.

b. Sun Life filed this action in February 2014, seeking a declaratory judgment that it had properly paid the insurance proceeds to Richard and seeking injunctive relief. Pet. App. 4, 31. Sierra filed a counterclaim seeking a declaratory judgment that she was the lawful beneficiary, and requesting, *inter alia*, payment of the plan proceeds. *Ibid.* The district court issued a declaratory judgment in Sierra's favor and ordered Sun Life to pay $239,000 plus interest to Sierra—but

stayed execution of its judgment pending appeal. *Id.* at 4, 21, 59-60.

c. Sun Life appealed, and the Sixth Circuit affirmed in an opinion authored by Judge Sutton. Pet. App. 1-16. The court addressed "two questions"—(1) the proper "test for determining whether a qualified domestic relations order permissibly changed the beneficiary of an ERISA-covered life insurance plan" and (2) whether the Jacksons' "divorce decree satisfy[ies] that test." *Id.* at 4.

Relying on the text of Section 1056(d)(3)(C), the court of appeals held that a domestic relations order entered after the 1985 effective date of the REA should be treated as a QDRO if the order "clearly specifies" the information identified in Section 1056(d)(3)(C). Pet. App. 7; *see* 29 U.S.C. § 1056(d)(3)(C) (explaining that a QDRO must "clearly specif[y]" the information enumerated in Paragraph (C)). The court rejected use of a more lenient standard that would treat an order as a QDRO if it "substantially complies" with the requirements in Section 1056(d)(3). Pet. App. 6-11. Although the United States Department of Labor, participating as *amicus*, had argued that three other courts of appeals employ a "substantially complies" standard, the Sixth Circuit disagreed with that assessment and noted that "to the extent any court means to adopt a 'substantially complies' test for post-1985 orders, it neglects a congressional directive that, to borrow a phrase, is clearly specified." *Id.* at 11. The court went on to explain that the "clearly specifies" test that is mandated by the text of the statute "does not" "require[] Simon Says rigidity or demand[] magic words." *Id.* at 7. The court reasoned that "[o]ne may 'clearly

specify' something by implication or inference so long as the meaning is definite." *Ibid.*

Applying the "clearly specifies" test to the order at issue in this case, the court of appeals concluded that the Jacksons' divorce decree is a QDRO that designates Sierra as the alternate payee (and, therefore, the proper beneficiary) of Bruce's ERISA-covered life insurance policies. Pet. App. 11-15. The court explained that, because the divorce decree expressly incorporates the Jacksons' separation agreement and their shared parenting plan, all three documents together make up the domestic relations order at issue. *Id.* at 11. And the court held that all of the information required by Section 1056(d)(3)(C) is clearly specified in the documents that make up the order. *Id.* at 11-13. First, the separation agreement clearly identifies the name and mailing address of the participant because it states that "Father and Mother," who are identified as Bruce and Bridget, shall maintain life insurance, and clearly lists their mailing addresses. *Id.* at 11; 29 U.S.C. § 1056(d)(3)(C)(i). Second, the decree, separation agreement, and shared parenting plan together clearly specify the name and address of the alternate payee because Sierra is specifically identified on the first page of the decree and the Separation Agreement as the sole minor child of the marriage, the separation agreement states that the life insurance shall be maintained for the benefit of Sierra and lists Bruce and Bridget's mailing addresses, and the parenting plan specifies that Bruce and Bridget shall be the residential parents and legal custodians of their minor child. Pet. App. 11-12; 29 U.S.C. § 1056(d)(3)(C)(i). Third, the separation agreement clearly specifies the amount of the benefit to be paid by the plan to Sierra by requiring that each parent maintain "all employer-

provided life insurance" and that they designate "their minor child as primary beneficiary." Pet. App. 12; 29 U.S.C. § 1056(d)(3)(C)(ii). Fourth, the separation agreement clearly specifies the applicable period by requiring that the insurance be maintained in Sierra's name until she reaches the age of 18 or graduates from high school, whichever occurs later. Pet. App. 12-13; 29 U.S.C. § 1056(d)(3)(C)(iii). Finally, the separation agreement clearly specifies the plans to which it applies, namely "all employer-provided life insurance" that can be obtained at a reasonable price. Pet. App. 13; 29 U.S.C. § 1056(d)(3)(C)(iv).

After rejecting all of Sun Life's contrary arguments as "unpersuasive," Pet. App. 13, the court of appeals affirmed the district court's holding that Sierra is the proper beneficiary of her father's employer-provided life insurance policies, *id.* at 16, 60.

d. The court of appeals denied a timely petition for rehearing en banc. Pet. App. 61-62.

THE PETITION SHOULD BE DENIED

Petitioner asks this Court to resolve an alleged circuit conflict (*see* Pet. 8-15) about the legal standard for determining whether a domestic relations order qualifies as a QDRO under 29 U.S.C. § 1056(d)(3)(C). Review of that question is unwarranted because courts of appeals universally apply the same standard—the standard set forth in the statute—asking whether the required information is "clearly specifie[d]" in the relevant order. Although application of that standard to different facts inevitably leads to varying results, that is not a basis for certiorari review. *See* Sup. Ct. R. 10. This Court should deny the Petition.

I. There Is No Circuit Split Warranting This Court's Review.

A. 1. Petitioner contends (Pet. 8-15) that lower courts apply three different legal standards to determine whether a domestic relations order complies with the requirements of Section 1056(d)(3)(C): a "purpose-driven approach," a "strict-compliance approach," and a "'clearly specifies' approach." That is wrong. Courts apply only one of those legal standards—the "'clearly specifies' approach"—because that is the standard that appears in the unambiguous statutory text. Although application of that legal standard to varying circumstances inevitably leads to varying results, this Court's review is unwarranted because there is no disagreement about the governing legal standard. *See* Sup. Ct. R. 10 ("A petition for a writ of certiorari is rarely granted when the asserted error consists of erroneous factual findings or the misapplication of a properly stated rule of law.").

Courts of appeals agree that Section 1056(d)(3)(C) provides the legal standard that governs whether a domestic relations order should be treated as a QDRO: in addition to satisfying other statutory criteria not relevant here, the order must "clearly specif[y]" the enumerated information. 29 U.S.C. § 1056(d)(3)(C). In applying that universal standard to a wide variety of factual contexts, courts of appeals have (not surprisingly) used a variety of phrasings to describe why a particular order does or does not clearly specify the necessary information. But such variations in explanatory language do not constitute a circuit split when all courts agree that an order must clearly specify the necessary information to qualify as a QDRO.

As the Sixth Circuit explained below, Pet. App. 6-7, courts of appeals apply a different standard—a "substantially complies" standard—when evaluating domestic relations orders entered before the REA's 1985 effective date. *See, e.g.*, *Metro. Life Ins. Co. v. Bigelow*, 283 F.3d 436, 443 (2d Cir. 2002); *Metro. Life Ins. Co. v. Marsh*, 119 F.3d 415, 422 (6th Cir. 1997). But that standard, too, is based in the statute. Congress specified in the REA that a plan administrator may treat an order entered before January 1, 1985 "as a qualified domestic relations order even if such order does not meet the requirements" for a QDRO set out in Section 1056(d)(3)(C). Pub. L. No. 98-397, § 303(d), 98 Stat. 1426, 1453 (1984); *see Yale-New Haven Hosp. v. Nicholls*, 788 F.3d 79, 84 (2d Cir. 2015). A full understanding of that statutory history is sufficient to dispose of Petitioner's incorrect assertion (Pet. 9) that the Pennsylvania Supreme Court's decision in *Stinner v. Stinner*, 554 A.2d 45 (Pa. 1989), conflicts with the decision below because it failed to apply the statutory "clearly specifies" standard. The court in *Stinner* dealt with a domestic relations order that was entered in 1977—well before the effective date of the REA—and that court properly followed Congress's instruction that it could treat a pre-1985 order as a QDRO even if the order did not comply with all of the requirements of Section 1056. *Id.* at 47-49.

2. Petitioner errs in contending (Pet. 8-11) that the Seventh, Tenth, and Second Circuits apply a standard that is either more or less strict than the "clearly specifies" standard that is set forth in the statute and that the Sixth Circuit applied below.

Petitioner argues (Pet. 8-9) that the Seventh Circuit applied a "purpose-driven approach" in *Metropol-*

itan Life Insurance Co. v. Wheaton, 42 F.3d 1080 (7th Cir. 1994), that deviated from the statutory standard. But Petitioner ignores that court's clear statement that "[t]he statutory language is explicit and emphatic" and its ultimate conclusion that the order included the required information "without significant ambiguity." *Id.* at 1084. Petitioner cherry picks other statements from the opinion that rejected the notion that a QDRO must include particular words or phrases, *id.* at 1085, suggesting (Pet. 8-9) that such a rejection constitutes a departure from the statutory "clearly specifies" standard. That is incorrect. In the decision below, the Sixth Circuit—which Petitioner concedes (Pet. 11) applied the statutory "clearly specifies standard"—also rejected the notion that Section 1056(d)(3)(C) requires a domestic relations order to use "magic words." Pet. App. 7.

The same is true of the Tenth Circuit, which according to Petitioner (Pet. 10) applies a "strict-compliance approach." In *Hawkins v. Commissioner*, the Tenth Circuit (while construing the Tax Code's nearly identical QDRO provision, 26 U.S.C. § 414(p)) rejected the notion that an order must use particular words to qualify as a QDRO. 86 F.3d 982, 991 (10th Cir. 1996). Relying on the Seventh Circuit's decision in *Wheaton*, that court explained that, under such an "approach, spouses or children of plan participants would be precluded from receiving intended domestic support payments simply because the particular divorce decree failed to track the language of the statute even though the criteria of the statute were satisfied in substance." *Ibid.* And just like the Seventh Circuit in *Wheaton*, the Tenth Circuit took account of the "primary purpose of the QDRO exception" when applying the statutory standard. *Id.* at 988 ("[T]he primary purpose of the

QDRO exception was to enable plan participants to assign or alienate their plan interests in connection with a domestic relations order.").

To be sure, the Tenth Circuit expressed trepidation about some of the broad language in the Seventh Circuit's opinion in *Wheaton*—noting that *Wheaton* "seems to suggest" "eliminating" certain QDRO requirements "altogether in some cases" and rejecting the notion that ERISA's requirements could be relaxed to the point of engaging in a "subjective inquiry" about what a plan administrator knew and what the parties truly intended. *Hawkins*, 86 F.3d at 992. Of course, the Tenth Circuit's view of what the Seventh Circuit's decision in *Wheaton* "seem[ed] to suggest" cannot create the legal rule applicable in the Seventh Circuit. In evaluating the order at issue in that case, the court in *Wheaton* neither eliminated any requirements in ERISA nor engaged in a subjective inquiry into what the plan administrator knew or what the parties to the order intended. And Petitioner has not identified even one decision from the Seventh Circuit that takes either of those steps. Any *dicta* in *Wheaton* that might suggest that a future panel could take those steps cannot create a circuit conflict. The Ninth Circuit has explained that it agrees with the Tenth Circuit that "to the extent that the decision in *Wheaton* 'seems to suggest[] eliminating [ERISA's QDRO specificity requirements] altogether in some cases,'" that suggestion is ill considered. *Stewart v. Thorpe Holding Co. Profit Sharing Plan*, 207 F.3d 1143, 1155 (9th Cir. 2000) (quoting *Hawkins*, 86 F.3d at 992) (alterations in original). But the Ninth Circuit also explained its agreement with both *Hawkins* and *Wheaton* that courts should not adopt "an 'unduly narrow' reading of the

specificity requirements for QDROs." *Ibid.* (quoting *Hawkins*, 86 F.3d at 989).

That leaves only the Second Circuit, which Petitioner argues (Pet. 10-11) applied in *Yale-New Haven Hospital v. Nicholls* the same "strict-compliance approach" employed by the Tenth Circuit. Petitioner is correct (Pet. 11) that the court in that case rejected the "substantial compliance" standard—because, it explained, the REA provided that that standard should apply only to orders entered before 1985. 788 F.3d at 85. Instead, the Second Circuit adopted the standard set forth in the statutory text, holding that "'[a] domestic relations order meets the requirements'" of a QDRO "'*only if* such order *clearly specifies*' the information identified in subsections (i)-(iv)." *Ibid.* (quoting 29 U.S.C. § 1056(d)(3)(C)) (alteration in original). Because that is exactly the standard adopted in the decision below (and mandated by the statute), there is no circuit conflict for this Court to resolve.

B. Petitioner also argues that the Court should grant the Petition to decide "[h]ow far" "an ERISA plan administrator [must] go to discern whether a state-law domestic relations order that purports to assign benefits to someone else ousts the beneficiary identified on the face of the plan's documents and records." Pet. 2. Review of that issue is not warranted.

Federal courts of appeals agree that, at least for orders created after the REA's 1985 effective date, a plan administrator should look to the order itself (including any incorporated or superseding orders) to determine whether an alternate payee has been designated by a valid QDRO. As explained above, however, courts of appeals have *not* required that a domestic relations order parrot the text of the statute or otherwise

use magic words in order to clearly specify the necessary information. As Judge Sutton correctly explained, an order can clearly specify the enumerated information in a number of ways, including "by implication or inference." Pet. App. 7. Thus, for example, the "strict" (Pet. 10) Tenth Circuit held in *Hawkins* that an order was a QDRO because, *inter alia*, it "satisfactorily denote[d] 'the number of payments or period to which the order applies,'" 86 F.3d at 993 (quoting 26 U.S.C. § 414(p)(2)(C)) (alteration omitted), by providing for immediate payment of the benefit in question—even though the order did not identify either a specific number of payments or specific dates of application. That court applied a commonsense approach to understanding the terms of the order in question, just as the court below did. The Ninth Circuit followed the same approach in *Stewart*, holding that an order was a QDRO even though it did not identify the number of payments or dates to which the order applied because the order provided that information "in substance." 207 F.3d at 1155 (quoting *Hawkins*, 86 F.3d at 991); *see id.* at 1161 (O'Scannlain, J., dissenting) (setting out text of order).[2]

Petitioner has identified only one decision—from the North Dakota Supreme Court—that has held that a post-REA order that omitted required information

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[2] To the extent Petitioner intends to suggest (Pet. 16) that a plan administrator should not have to consult or cross-reference prior orders that are expressly incorporated into a domestic relations order, there is no basis in the statute for such a suggestion, and Petitioner has not identified even one court so holding. To the contrary, courts of appeals routinely examine the entirety of the domestic relations order, including incorporated documents. *See, e.g.*, Pet. App. 11; *Stewart*, 207 F.3d at 1147; *Hawkins*, 86 F.3d at 984.

(the address of the alternate payee) was nevertheless a QDRO because "the plan administrator ha[d] knowledge of" that information from other sources. *Tolstad v. Tolstad*, 527 N.W.2d 668, 673 (N.D. 1995). That court was relying on the Tenth Circuit's decision in *Carland v. Metropolitan Life Insurance Co.*, 935 F.2d 1114, 1120 (10th Cir. 1991), which had permitted reliance on information available to a plan administrator but not included in the relevant order. *Tolstad*, 527 N.W.2d at 672. But *Carland* was evaluating a pre-REA order and was therefore applying a more lenient standard (as Congress intended). *Carland*, 935 F.3d at 1116. The North Dakota Supreme Court's reliance on *Carland*'s standard in evaluating a post-REA order was error—but the existence of that narrow and factbound conflict with the weight of other authority does not warrant this Court's intervention. Petitioner does not identify any other decision from the North Dakota Supreme Court that similarly applies a pre-REA standard to a post-REA order.

Petitioner further errs in contending (Pet. 12) that courts of appeals apply conflicting standards in determining whether a domestic relations order clearly specifies an alternate payee's mailing address. Courts of appeals to consider the issue have held that an order "clearly specifies" the mailing address of a minor child payee when it specifies the mailing address of the child's custodial parent or parents. *See, e.g.*, Pet. App. 11-12; *Wheaton*, 42 F.3d at 1084. Petitioner cannot point to anything in the statute that would impugn such an approach. Minor children reside with their custodial parent or parents—that is what it means to be a custodial parent. To require a domestic relations order to separately specify a minor child's address when it has already specified which parent has

custody of the child and where that parent can be found would exalt form over function and achieve *no* increase in clarity for a plan administrator. Courts of appeals, including Judge Sutton below, have correctly rejected that nonsensical approach. Petitioner's reliance on decisions examining whether an adult former spouse's address was identified with sufficient clarity are inapposite. *See* Pet. 12 (citing *Yale-New Haven Hosp.*, 788 F.3d at 85; *Hawkins*, 86 F.3d at 992).

II. The Decision Below Is Correct.

Petitioner argues (Pet. 3) that "[t]his Court should . . . hold that a domestic relations order fails to 'clearly specify' the enumerated information unless that information is expressly stated on the order's face." But that *is* what the court of appeals held in this case. Petitioner's protestations to the contrary do not hold water.

First, Petitioner argues (Pet. 16-17) that the order at issue in this case does not clearly identify Sierra as the alternate payee even though it provides that Bruce and Bridget's minor child shall be the beneficiary of the relevant life-insurance policies and identifies their minor child as Sierra. As explained at 10-11, *supra*, courts of appeals agree that an order need not parrot the text of the statute or otherwise use magic words. By specifying that Sierra is entitled to the proceeds of the insurance policies, the order clearly specified that Sierra is the alternate payee for those policies. Petitioner appears to argue that the order cannot be a QDRO because it directed Sierra's parents to designate her as a beneficiary rather than directing the plan administrator to pay benefits to Sierra. That argument ignores the plain text of Section 1056, which provides that direction itself, commanding that a

covered plan "shall provide for the payment of benefits in accordance with the applicable requirements of any qualified domestic relations order." 29 U.S.C. § 1056(d)(3)(A).

Second, Petitioner argues (Pet. 16) that the divorce decree "failed to clearly specify Sierra's address." Petitioner acknowledges that the decree expressly incorporates the Jacksons' "shared parenting plan," which specifies that the Jacksons will be "residential parents and legal custodians of Sierra." *Ibid.* (quoting Pet. App. 12). And Petitioner acknowledges (Pet. 3, 5) that the decree expressly incorporates the Jacksons' separation agreement, which clearly specifies each parent's mailing address. But apparently Petitioner would have this Court hold that a plan administrator should not have to bother reading orders that are *expressly incorporated* into a divorce decree. Nothing in ERISA or the REA prohibits parties from incorporating previous orders when agreeing to a domestic relations order that assigns benefits covered by ERISA. Divorcing parents routinely execute separate custody and property-settlement agreements that are then incorporated into a final decree of divorce. When Congress enacted the REA, it intended to amend ERISA, not to overhaul the manner in which state courts routinely handle divorces. The court of appeals therefore correctly held that the Jacksons' divorce decree clearly specifies Sierra's address because it specifies her residential and custodial parents and provides their addresses.

Finally, Petitioner contends (Pet. 16-17) that the Sixth Circuit erred in concluding that the decree clearly specified the plans to which the order applies. The decree applies to "all employer-provided life

insurance" in existence at the time or later acquired. Pet. App. 3 (citation omitted). That designation is unambiguous: if either parent had or later acquired any employer-provided life insurance during the specified time (*i.e.*, until the later of when Sierra turned 18 or graduated from high school), Sierra was to be the beneficiary. Petitioner does not explain how the decree could have been *more* specific and still captured policies that had not yet been acquired at the time of the decree but would later be acquired during the relevant time period. The court of appeals correctly held that the decree clearly specified which plans it applied to. *Id.* at 13-14.

CONCLUSION

For the foregoing reasons, the Petition for a Writ of Certiorari should be denied.

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May 7, 2018