No. 21-1019

IN THE

Supreme Court of the United States

THE ERISA INDUSTRY COMMITTEE,

Petitioner,

v.

CITY OF SEATTLE,

Respondent.

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

BRIEF OF THE CHAMBER OF COMMERCE OF THE UNITED STATES OF AMERICA, BUSINESS ROUNDTABLE, AND THE NATIONAL ASSOCIATION OF MANUFACTURERS AS *AMICI CURIAE* IN SUPPORT OF PETITIONER

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INTEREST OF *AMICI CURIAE*[1]

The Chamber of Commerce of the United States of America ("Chamber") is the world's largest business federation. It represents approximately 300,000 direct members and indirectly represents the interests of more than 3 million companies and professional organizations of every size, in every industry sector, and from every region of the country. An important function of the Chamber is to represent the interests of its members in matters before Congress, the Executive Branch, and the courts. To that end, the Chamber regularly files *amicus* briefs in cases that raise issues of concern to the nation's business community.

The Business Roundtable is an association of chief executive officers of leading U.S. companies with over sixteen million employees and $7 trillion in annual revenues. The association was founded on the belief that businesses should play an active and effective role in the formation of public policy.

The National Association of Manufacturers ("NAM") is the largest manufacturing association in

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[1] Pursuant to Rule 37.6, counsel for *amici curiae* states that no counsel for a party authored this brief in whole or in part, and no counsel or party made a monetary contribution intended to fund the preparation or submission of this brief. No person or entity other than *amici curiae*, their members, or their counsel has made a monetary contribution to the preparation or submission of this brief. As required by Rule 37.2, counsel of record for all parties received notice of *amici curiae*'s intent to file this brief at least ten days before the due date. The parties have provided their written consent to the filing of this brief.

the United States, representing small and large manufacturers in every industrial sector and in all 50 states. Manufacturing employs more than 12.5 million men and women, contributes $2.57 trillion to the U.S. economy annually, has the largest economic impact of any major sector, and accounts for nearly two-thirds of all private-sector research and development in the nation. The NAM is the voice of the manufacturing community and the leading advocate for a policy agenda that helps manufacturers compete in the global economy and create jobs across the United States. The NAM regularly submits *amicus* briefs in cases presenting issues of importance to the manufacturing community.

Amici frequently participate in cases that bear on the sustainability of the health and retirement benefit plans that private employers provide for millions of Americans and their families. This is such a case. The decision below sanctions a patchwork system of local regulation in square conflict with ERISA's expansive preemption provision and its purpose: to promote the establishment of employer-sponsored benefit plans through an assurance of cohesive administration. Given "the centrality of pension and welfare plans in the national economy, and their importance to the financial security of the Nation's work force," *Boggs v. Boggs*, 520 U.S. 833, 839 (1997), *amici* and their members have a strong interest in ensuring that lower courts apply ERISA's express preemption provision consistent with its text and the precedents of this Court.

INTRODUCTION AND SUMMARY OF ARGUMENT

Over half of all Americans receive healthcare coverage through an employer,[2] and a similar proportion of private-sector workers participate in an employer-sponsored retirement plan.[3] Employers contribute trillions of dollars to ERISA-governed benefit plans every year.[4] Their ability to do so depends in substantial part on a legal framework that "minimizes administrative and financial burdens," *Gobeille v. Liberty Mut. Ins. Co.*, 577 U.S. 312, 321 (2016) (cleaned up), freeing up resources for the actual provision of benefits.

The Seattle law at issue here requires covered employers (in the hotel business, generally speaking) to make minimum monthly healthcare expenditures on behalf of employees who work in Seattle "for an

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[2] Kaiser Family Foundation, Health Insurance Coverage of the Total Population (2020), https://www.kff.org/other/state-indicator/health-insurance-coverage-of-the-total-population-cps/.

[3] U.S. Bureau of Labor Statistics, Employment Benefits in the United States, at 9 (Sept. 2021), https://www.bls.gov/news.release/pdf/ebs2.pdf.

[4] Benefits contributions constitute 30.9 percent of the total compensation paid by private employers in the United States. U.S. Bureau of Labor Statistics, Employer Costs for Employee Compensation, at 4 (Sept. 2021), https://www.bls.gov/news.release/pdf/ecec.pdf. As of December 2021, U.S. private employers were paying $9.2 trillion in wages and salary disbursements annually. Federal Reserve Bank of St. Louis, Compensation of Employees (Dec. 2021), Federal Reserve Economic Data, https://fred.stlouisfed.org/graph/?g=DCNH.

average of 80 hours or more per month" and are not managers, supervisors, or "confidential employee[s]." SMC 14.28.030.A, 14.28.030.B. Municipal ordinances like this seek to channel employee-benefit resources to particular localities, but a system of local patronage comes at a cost: it diverts benefits away from workers in other communities and reduces the total pool of funds available for benefits by forcing plans to dedicate money and resources to tracking and complying with a collage of complex and potentially inconsistent local laws, rather than providing benefits. As this Court has recognized, excessive administrative burdens can cause "employers with existing plans to reduce benefits" and "those without such plans to refrain from adopting them." *Fort Halifax Packing Co. v. Coyne*, 482 U.S. 1, 11 (1987). Those costs are "ultimately borne by the beneficiaries." *Egelhoff v. Egelhoff ex rel. Breiner*, 532 U.S. 141, 150 (2001).

Congress anticipated exactly this problem and solved it with an express preemption provision that ensures employers do not need "to master the relevant laws of 50 States"—much less thousands of municipalities—in providing employees with healthcare and retirement benefits. *Id.* at 149–50. Indeed, the "central design of ERISA" is "to provide a single uniform national scheme for the administration of ERISA plans without interference from laws of the several States." *Gobeille*, 577 U.S. at 326–27; *see Aetna Health Inc. v. Davila*, 542 U.S. 200, 208 (2004) (Congress intended that regulation of employee benefit plans "would be exclusively a federal concern" (cleaned up)).

A local law mandating the payment of particular benefits and a complex administrative apparatus to support it is clearly preempted by ERISA, and two courts of appeals have found it so: The First and Fourth Circuits have held that similar laws are preempted under well-established ERISA preemption principles. *See Merit Constr. All. v. Quincy*, 759 F.3d 122, 130–31 (1st Cir. 2014); *Retail Indus. Leaders Ass'n v. Fielder*, 475 F.3d 180, 190 (4th Cir. 2007).[5] The Ninth Circuit rule stands in conflict with those decisions, and it is incorrect.

The Seattle ordinance plainly "relates to" ERISA plans, because employers must either modify their existing ERISA plans or create a new ERISA plan to ensure compliance. And even if every existing ERISA plan happened to perfectly comply with the ordinance's requirements, the ordinance *still* would implicate established preemption principles, by requiring that employers test the sufficiency of their plans against the idiosyncratic mandates of the locality. The national uniformity Congress sought to create through ERISA "is impossible … if plans are subject to different legal obligations in different States"; provisions like the ordinance impermissibly "interfere[] with nationally uniform plan administration." *Egelhoff*, 532 U.S. at 148.

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[5] Although the Second Circuit has not reached the issue, district courts within the Second Circuit have followed the Fourth Circuit's decision in *Fielder*. *See Retail Indus. Leaders Ass'n v. Suffolk Cnty.*, 497 F. Supp. 2d 403, 417 (E.D.N.Y. 2007); *see also Metro. Taxicab Bd. of Trade v. N.Y.C.*, 633 F. Supp. 2d 83, 95 (S.D.N.Y. 2009).

The Ninth Circuit's contrary conclusion is irreconcilable with this Court's ERISA preemption precedents. And the faulty decision is based on application of a presumption against preemption that this Court has explained does not apply to statutes, like ERISA, that include an express preemption provision.

If allowed to stand, the Ninth Circuit's ruling would invite significant negative consequences for plan sponsors and administrators and, ultimately, employees and other plan beneficiaries. Already, numerous municipalities within the Ninth Circuit are experimenting with ways to channel employee benefit resources to their own residents, enacting laws with varied minimum benefit rates, timelines, definitions, and recordkeeping requirements. Localities outside the Ninth Circuit have begun to adopt similar rules, with still more expressing interest in doing so. The existence of a circuit conflict creates uncertainty about how the courts of appeals that have not yet squarely decided the issue will rule, placing employers and plan administrators in the difficult position of having to guess at their compliance obligations.

Even within the Ninth Circuit alone, the proliferation of local laws mandating benefit structures is unworkable. Numerous ordinances with varied requirements are already in place, and there is nothing to stop additional municipalities from adopting them. It is beneficiaries who suffer as the burdens of compliance increase and resources are diverted from benefits to skyrocketing administrative costs.

The Court should grant the petition to correct the Ninth Circuit's distortion of ERISA preemption principles and ensure that ERISA's preemption provision continues to serve its core purpose of "minimizing the administrative and financial burden of complying with conflicting directives and ensuring that plans do not have to tailor substantive benefits to the particularities of multiple jurisdictions." *Rutledge v. Pharm. Care Mgmt. Ass'n*, 141 S. Ct. 474, 480 (2020) (cleaned up).

ARGUMENT

I. The Decision Below Departs From Established ERISA Preemption Principles Embodied In This Court's Precedent.

ERISA does not require employers to provide any specific employee benefits, but leaves them free, "for any reason at any time, to adopt, modify, or terminate welfare plans." *Curtiss–Wright Corp. v. Schoonejongen*, 514 U.S. 73, 78 (1995). Because the provision of benefits is left to individual employers' discretion, Congress recognized in enacting ERISA that a homogenous and predictable regulatory system would be necessary to encourage employers to establish and maintain robust plans.

To achieve that system, Congress included in ERISA an express preemption provision, which states that ERISA preempts "any and all State laws insofar as they may now or hereafter relate to any employee benefit plan." 29 U.S.C. § 1144(a).[6] The

[6] ERISA defines the term "State" to include subdivisions and agencies of a State and defines "State law" to include "rules,

language of this preemption provision is "clearly expansive." *N.Y. State Conf. of Blue Cross & Blue Shield Plans v. Travelers Ins. Co.*, 514 U.S. 645, 655 (1995). It "was intended to ensure that plans and plan sponsors would be subject to a uniform body of benefits law," with the goal of "minimiz[ing] the administrative and financial burden of complying with conflicting directives" and thereby avoiding "inefficiencies" that "could work to the detriment of plan beneficiaries." *Ingersoll–Rand Co. v. McClendon*, 498 U.S. 133, 142 (1990).

As this Court has long instructed, a law "relates to" an ERISA plan within the meaning of § 1144(a) "'if it has a connection with or reference to such a plan.'" *Egelhoff*, 532 U.S. at 147 (quoting *Shaw v. Delta Air Lines, Inc.*, 463 U.S. 85, 97 (1983)). This formulation provides two independently sufficient paths to preemption: the "connection with" and "reference to" tests. A municipal ordinance requiring the ongoing payment of specified benefits—through a company's ERISA plan or in cash—"relates to" an ERISA plan under both paths, and the Ninth Circuit's contrary holding below is incorrect.

1. Where a state or local law "acts immediately and exclusively upon ERISA plans or where the existence of ERISA plans is essential to the law's operation, that 'reference' will result in pre-emption." *Gobeille*, 577 U.S. at 319–20 (cleaned up). The Seattle ordinance makes exactly such an

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regulations, or other State action having the effect of law." 29 U.S.C. § 1144(c)(1) and (2).

impermissible "reference to" ERISA plans, because it requires employers either to modify existing ERISA plans or to create a new ERISA plan to meet its requirements.

Specifically, Seattle offers covered employers three options for complying with the ordinance: they can (1) pay the "additional compensation" required by the ordinance to a third party, such as an insurance carrier, "for the purpose of providing healthcare services to the employee," (2) make sufficient "[a]verage per-capita monthly expenditures for healthcare services" through their existing benefits plans, or (3) pay the additional compensation directly to a qualifying employee. SMC 14.28.060.B. The first two options require an employer to modify its existing ERISA plan, and the third option requires an employer to create a new ERISA plan.

An employer opting for Seattle's third approach—paying additional compensation directly to qualifying employees—could implement it only by adopting a detailed and continuing administrative regime, which is the hallmark of an ERISA "plan." The benefits required by the ordinance are periodic in nature (rather than one-off) and calculating them requires application of the ordinance's complex rules. *See* Pet. 30–31 (detailing the complexity of the ordinance's criteria for eligibility, calculation of benefit amounts, and recordkeeping); *cf. Fort Halifax*, 482 U.S. at 11–12 (upholding statute requiring a non-discretionary, one-time severance payment to employees in the event of a plant closing,

which "require[d] no administrative scheme whatsoever to meet the employer's obligation").

The First and Fourth Circuits correctly recognized that the same practical implications of an "or pay" option make it preempted by ERISA. *See Merit Constr. All.*, 759 F.3d at 130 (ordinance would require employer to either "modify [its existing ERISA benefits] program to provide apprentices on Quincy-based projects with special benefits" or "establish and coordinate a separate plan into which such apprentices would be funneled"); *Fielder*, 475 F.3d at 190 ("[A] grant of a benefit that occurs periodically and requires the employer to maintain some ongoing administrative support generally constitutes a 'plan.'"). As this Court has recognized, "whether a State requires an existing plan to pay certain benefits, or whether it requires the establishment of a separate plan where none existed before, the problem is the same." *Fort Halifax*, 482 U.S. at 13.

2. Even aside from the fact that compliance with the "or pay" option requires establishment of an ERISA plan, the Seattle ordinance is also preempted because it has an impermissible "connection with" ERISA plans.

Requirements for recordkeeping, reporting, and disclosure are "fundamental components of ERISA's regulation of plan administration," *Gobeille*, 577 U.S. at 323, into which no locality may intrude. But the ordinance grafts a detailed compliance regime on top of ERISA's nationally uniform requirements. Specifically, covered employers must determine

which of their employees are covered by the ordinance; calculate the amount of qualifying health expenditures made for each employee under their existing ERISA plans; compare those expenditures to the minimums set by the ordinance (which turn on whether the employee has a qualifying spouse, domestic partner, or other dependents); and make additional payments to employees who did not receive the qualifying minimum expenditures (unless those employees opt out of the program in qualifying circumstances). SMC 14.28.030, SMC 14.28.060. Employers must then keep three years of records detailing "each required healthcare expenditure made each month to or on behalf of each current and former employee," copies of executed waiver forms from otherwise eligible employees, and any "other records that are [determined by the Director of the Office of Labor Standards to be] material and necessary to effectuate [the ordinance]." SMC 14.28.110.

As the Court explained in *Egelhoff*, a state or local requirement "interferes with nationally uniform plan administration" when it requires plans to look beyond the plan document and the procedures used to administer the plan elsewhere to determine what benefits are owed in a particular jurisdiction, and to whom. 532 U.S. at 148. Moreover, beyond the individual impact of any such law, the existence of a scheme permitting states and localities to create and enforce their own benefit rules would require employers to "maintain a familiarity with the laws of all 50 States," including "changes in the interpretations of those statutes by

state courts." *Id.* at 151. That result is irreconcilable with Congress's "goal of minimizing the administrative and financial burdens on plan administrators" by enabling employers to establish a "set of standard procedures to guide processing of claims and disbursement of benefits." *Id.* at 148–51; *see Merit Constr. All.*, 759 F.3d at 131 (local mandate preempted if it "has the effect of destroying the benefit of uniform administration that is among ERISA's principal goals"); *Fielder*, 475 F.3d at 197 (finding impermissible "connection with" ERISA plans where state scheme required employers to "keep an eye on conflicting state and local minimum spending requirements and adjust [their] healthcare spending accordingly").

3. The Ninth Circuit avoided the otherwise obvious conclusion that ERISA preempts the Seattle ordinance in part by invoking a presumption against preemption. *See* Pet. App. 2. This Court, however, has made clear that no such presumption applies where, as here, the federal statute involved includes an express preemption provision. *See Puerto Rico v. Franklin Cal. Tax-Free Tr.*, 579 U.S. 115, 125 (2016) (citing *Gobeille* in support of this proposition); *see also, e.g.*, *Pharm. Care Mgmt. Ass'n v. Wehbi*, 18 F.4th 956, 967 (8th Cir. 2021) (applying *Franklin* in case involving ERISA's express preemption provision); *Dialysis Newco, Inc. v. Cmty. Health Sys. Grp. Health Plan*, 938 F.3d 246, 258–59 (5th Cir. 2019) (same). Whatever the value of a presumption against preemption where Congress is silent about a federal statute's preemptive reach, where Congress has directly spoken to the issue, "the plain wording

of the clause ... necessarily contains the best evidence of Congress' pre-emptive intent." *Franklin*, 579 U.S. at 125 (quoting *U.S. Chamber of Com. v. Whiting*, 563 U.S. 582, 594 (2011)).

Once the presumption is set aside, there is no doubt that local laws that mandate provision of specific benefits to employees within an individual jurisdiction are incompatible with the federal system of employee benefit regulation Congress established in ERISA, as both the First and Fourth Circuits have correctly held. *Merit Constr. All.*, 759 F.3d at 130; *Fielder*, 475 F.3d at 187.

II. The Splintered Regulatory Regime Endorsed By The Ninth Circuit Creates Administrative Burdens And Undermines The Provision of Employee Benefits.

The consequences of the Ninth Circuit's misguided preemption ruling will extend far beyond Seattle. Many other municipalities within the Ninth Circuit have explored ways to direct employee benefit resources to their own residents. An employer in just the Bay Area, with all of its employees concentrated within a twenty-five-mile radius, has to contend with no fewer than seven separate ordinances defining minimum amounts of employer health expenditures. *See, e.g.*, Berkeley, Cal. Mun. Code Ch. 13.27; Oakland, Cal. Mun. Code Ch. 2.28 (applying city-wide); *id.* Ch. 5.93 (imposing additional benefits requirements on Oakland hotel operators); S.F., Cal. Admin. Code § 14 (applying city-wide); *id.* § 12Q (imposing additional benefits requirements for airport workers); Marin Cnty., Cal.

Admin. & Pers. Code § 2.50.050; San Leandro, Cal. Mun. Code § 1-6-625; Sonoma, Cal. Mun. Code § 2-377; Richmond, Cal. Mun. Code Ch. 7.108.040(A)(5). Unsurprisingly, each of these overlapping ordinances has different (and sometimes conflicting) minimum benefit rates,[7] timelines,[8] definitions,[9] and recordkeeping requirements.[10] A Bay Area employer

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[7] *Compare*, *e.g.*, Oakland, Cal. Mun. Code Ch. 2.28.030(C) (requiring healthcare benefit expenditures of at least $1.25 per hour), *with* Berkeley, Cal. Mun. Code Ch. 13.27.050(A), (D) (providing for annual adjustments to medical benefit reimbursement rate), *and* City of S.F. Office of Labor Standards Enforcement, Health Care Security Ordinance (updated May 4, 2021), https://sfgov.org/olse//health-care-security-ordinance-hcso (listing mandatory health expenditure rates from $2.12 to $3.18 per hour for 2021).

[8] *Compare, e.g.*, Berkeley, Cal. Mun. Code Ch. 13.27.045(A) (new inflation-adjusted rates to take effect each July 1), *with* Richmond, Cal. Mun. Code Ch. 7.108.040(a)(4) (new rates to take effect each January 1).

[9] *Compare, e.g.*, Richmond, Cal. Mun. Code Ch. 7.108.030(d) (defining "Employer" to encompass any employer that "employs or exercises control over the wages, hours or working conditions of any employee"), *with* Oakland, Cal. Mun. Code Ch. 2.28.020 (defining "Employer" to include only a person "who is a city financial assistance recipient, contractor, or subcontractor").

[10] *Compare, e.g.*, Berkeley, Cal. Mun. Code Ch. 13.27.045 (requiring employers to retain payroll records, including "the manner in which the Employer made their required healthcare expenditures for each Employee," for four years) *with* S.F., Cal. Mun. Code § 14.3(f) (requiring covered employers to "maintain accurate records of Health Care Expenditures, Required Health Care Expenditures, and proof of such expenditures made each quarter each year," but not setting a particular period for which such records must be retained).

with an ERISA plan must test the sufficiency of that plan against the compliance regimes established by each of these jurisdictions.

The Ninth Circuit's outlier position on preemption has undoubtedly contributed to the proliferation of such rules within that circuit. But as the contrary decisions from the First and Fourth Circuits demonstrate, municipalities beyond the Ninth Circuit's reach have also enacted similar measures. *See also, e.g.*, Albuquerque, N.M. Mun. Code § 13-12-3(b); Bernalillo Cnty., N.M. Cnty. Code § 2-220(d). And additional cities around the country, including Chicago, Austin, and St. Paul, have expressed a desire to emulate Seattle's regulation of health benefits at the local level. *See* Br. of *Amici Curiae* S.F. et al. at 28, *ERISA Indus. Comm. v. City of Seattle*, No. 20-35472 (9th Cir. Nov. 4, 2020).[11]

However clear this Court's precedent may seem, the circuit split created by the Ninth Circuit's erroneous interpretation creates uncertainty about the state of the law in circuits that have not yet squarely addressed local efforts to regulate employee benefit plans through "play or pay" laws. And many national employers are left to grapple not only with the proliferation of localized benefits regulations, but also with an inconsistent body of circuit precedent regarding whether such laws escape preemption.

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[11] Moreover, as *Merit Construction Alliance* illustrates, localities have not limited their efforts to the provision of health benefits. *See Merit Constr. All.*, 759 F.3d at 131 (holding that ERISA preempts regulation of apprentice training programs, which are included in ERISA's definition of employee welfare benefit plans).

Forcing employers to contend with a disparate array of local ordinances mandating specific health benefit amounts and structures would be untenable even if such laws were confined to the Ninth Circuit. There is nothing to prevent every municipality in the Ninth Circuit from adopting its own local ordinance imposing its own idiosyncratic benefits standard and accompanying administrative regime. There are 482 incorporated cities and towns in California alone,[12] another 281 cities and towns in Washington,[13] and, of course, many more in other states and territories within the Ninth Circuit. Complying with the individual benefits laws of each of those jurisdictions, should they choose to enact them, would be impossible.

The burdens of a fragmented regulatory regime fall most heavily on the large cross-jurisdictional employers that provide healthcare coverage to most American workers with employer-sponsored plans.[14]

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[12] U.S. Census Bureau, *City and Town Population Totals: 2010-2019, Incorporated Places: 2010-2019 (Cal.)*, https://www.census.gov/data/tables/time-series/demo/popest/2010s-total-cities-and-towns.html.

[13] U.S. Census Bureau, *City and Town Population Totals: 2010-2019, Incorporated Places: 2010-2019 (Wash.)*, https://www.census.gov/data/tables/time-series/demo/popest/2010s-total-cities-and-towns.html.

[14] In the United States, large firms—defined as those with 200 or more employees—provide healthcare coverage to 71 percent of the workers who receive employer-sponsored coverage. Kaiser Family Found., *Employer Health Benefits: 2021 Annual Survey*, at 25 (Nov. 2021), https://files.kff.org/attachment/Report-Employer-Health-Benefits-2021-Annual-Survey.pdf.

Increased administrative complexity inevitably leads to increased administrative costs, which in turn harm beneficiaries. Since employers and employees tend to share the burden of healthcare costs, beneficiaries bear higher administrative costs directly. *See* Katherine Baicker & Amitabh Chandra, *The Labor Market Effects of Rising Health Insurance Premiums*, Nat'l Bureau Econ. Rsch., NBER Working Paper No. 11160, at 17 (Feb. 2005), https://www.nber.org/papers/w11160. Higher healthcare costs also come with harmful second-order effects. For example, the National Bureau of Economic Research has estimated that a 10 percent increase in premium expenditures reduces the aggregate probability that a worker will be employed by 1.6 percent, causes a 2.3 percent decrease in wages, and lowers the probability that a given employee will be offered employer-sponsored coverage by 3.8 percent. *Id.* at Abstract, 16, 19.

Municipalities like Seattle undoubtedly adopt laws like the ordinance because they believe those provisions will benefit local residents. *See* SMC 14.28.025 (reflecting stated intent to "improve low-wage hotel employees' access, through additional compensation, to high-quality, affordable health coverage for the employees and their spouses or domestic partners, children, and other dependents"); *see also* Br. of *Amici Curiae* S.F. et al. at 1, *ERISA Indus. Comm. v. City of Seattle*, No. 20-35472 (9th Cir. Nov. 4, 2020) ("*Amici* are cities and counties

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Nearly all of these large firms (99 percent) offer healthcare coverage to their employees. *Id.* at 44.

committed to ensuring that all of their residents have access to affordable and comprehensive healthcare."). But a system of local beneficence, when aggregated across thousands of overlapping jurisdictions, imposes a regulatory structure where the burdens of compliance will reduce the resources available for employee benefits in all locations. *See Egelhoff*, 532 U.S. at 150.

This problem has a solution, and Congress already enacted it. The Court should use this opportunity to resolve the circuit conflict and ensure that local efforts to regulate employee benefits are not permitted to dismantle the "single uniform national scheme for the administration of ERISA plans" that Congress envisioned. *Gobeille*, 577 U.S. at 326.

CONCLUSION

For the foregoing reasons and those stated in the petition, the petition for a writ of certiorari should be granted.

Respectfully submitted,

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February 18, 2022