No. ________________

IN THE

Supreme Court of the United States

Sherry L. Miller,
Petitioner
v.

Campbell Soup Company - Retirement & Pension Plan Administrative Committee,
Respondent

On Petition for a Writ of Certiorari
To the United States Court of Appeals
for the Third Circuit

PETITION FOR A WRIT OF CERTIORARI

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QUESTION[S] PRESENTED

The Employee Retirement Income Security Act of 1974 (ERISA), Pub. L. No. 93–406, 88 Stat. 829, as amended, 29 U.S.C. § 1001 *et seq.*, was enacted to protect plan participants and beneficiaries by imposing fiduciary duties, requiring financial disclosures, and affording ready access to federal courts. ERISA governs both retirement and welfare benefit plans.

The questions presented are:

1. Whether ERISA permits fiduciaries to enforce a state-law general release as a condition of receiving welfare benefits, where the release bars plan-wide fiduciary breach claims under 29 U.S.C. § 1132, despite (A) fiduciaries' failure to disclose material misrepresentations that caused long-term harm to participants lacking actual knowledge, and (B) a structural conflict of interest in which the same agent adjudicated benefit claims and managed the release, extinguishing fiduciary breach claims. 29 U.S.C. §§ 1104, 1106, 1109, 1110, 1113, 1132, 1144.

2. Whether ERISA permits fiduciaries to enforce the written terms of a pension plan against participants when the plan's actual operations materially deviate from those terms in violation of ERISA's fiduciary and disclosure requirements. 29 U.S.C. §§ 1102, 1104.

3. Whether a court violates ERISA's procedural protections by dismissing a fiduciary breach claim as "moot" based on a general release without first determining whether material evidence undermines the release's validity or supports a substantive fiduciary breach, and thereby nullifying the totality-of-circumstances analysis that such evidence would have required. Fed. R. Civ. P. 8, 26, 56, 60.

PARTIES TO THE PROCEEDINGS

Petitioner Sherry L. Miller, *pro se* litigant, was the appellant in the Third Circuit appeals proceedings and the plaintiff in the District Court proceedings.

Respondent, Campbell Soup Company Retirement & Pension Plan Administrative Committee, was represented by counsel from Morgan, Lewis & Bockius LLP (known as Morgan Lewis). In the Third Circuit, the appellee counsel of record included Sean K. McMahan, Esq. (Lead Attorney), Matthew D. Klayman, Esq., and Jenna C. Ferraro, Esq. In the District Court, the Defendant's counsel of record included Sean K. McMahan, Esq., Jenna C. Ferraro, Esq. (Lead Attorney), and Brian T. Ortelere, Esq.

CORPORATE DISCLOSURE STATEMENT

Pursuant to Supreme Court Rule 29.6, the applicant/petitioner is a *pro se* litigant. Accordingly, this disclosure rule is not applicable. App. 114a.

RELATED PROCEEDINGS

The petitioner is not aware of any other proceedings that are directly related to this case.

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PETITION FOR A WRIT OF CERTIORARI

Petitioner Sherry L. Miller, a *pro se* litigant, respectfully petitions for a writ of certiorari to review the judgment of the United States Court of Appeals for the Third Circuit under Supreme Court Rule 10(c). App. 113a–114a.

CITATIONS of ORDERS & OPINIONS

The orders and opinions of the Third Circuit are reproduced in the appendix to this petition. App. 5a–15a. The orders and opinions of the District Court are reproduced in the appendix to this petition. App. 16a–36a. The documents are unpublished.

BASES FOR JURISDICTION

The judgment of the Third Circuit was entered on February 6, 2025. A petition for rehearing was denied on March 14, 2025. App. 5a–15a. On June 4, 2025, this court extended the time within which to file a petition for a writ of certiorari to and including July 12, 2025. The jurisdiction of this Court is invoked under 28 U.S.C. § 1254(1). App. 72a.

STATUTORY PROVISIONS INVOLVED

Relevant provisions of ERISA, 88 Stat. 829, as amended, 29 U.S.C. § 1001 *et seq.*:

29 U.S.C.:
§ 1102(a)(1)–(2) – Establishment of Plan
§ 1104(a)(1)(A)(i), (B), (D) – Fiduciary Duties
§ 1106(a)(1)(D),(b)(2) – Prohibited Transactions
§ 1109(a) – Liability for Breach of Fiduciary Duty
§ 1110(a) – Exculpatory Provisions
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App. 114a–138a.

STATEMENT OF THE CASE

Introduction

The Employee Retirement Income Security Act of 1974 (ERISA), 88 Stat. 829, as amended, § 1001 *et seq.*, imposes strict and uniform fiduciary duties of loyalty and prudence, along with disclosure obligations to protect retirement plan participants and their beneficiaries in employee pension and welfare benefit plans. This case presents an alleged breakdown of ERISA's structure; plan fiduciaries deviated from the written plan terms, failed to disclose operational breaches, excluded 86% of the Petitioner's timely evidentiary materials from summary judgment, and conditioned benefits on a general release without disclosing their alleged material fiduciary breaches. This case arises from a 15-year pattern of undisclosed fiduciary breaches, culminating in the enforcement of a general release that allegedly waived ERISA claims, without informed consent about the specific breach.

The lower courts dismissed Petitioner's claims as moot based solely on the Release, without addressing the breach of fiduciary evidence that undermines its validity or the existence of a live controversy under ERISA's statutory framework.

This case presents three questions of exceptional importance under ERISA's procedural and fiduciary protections, each arising from the lower court's dismissal of fiduciary breach claims based on a general release without evaluating material evidence. (1) Whether ERISA permits fiduciaries to enforce a state-law general release as a condition of receiving welfare benefits, where the release bars plan-wide fiduciary breach claims under § 1132, despite (A) fiduciaries' failure to disclose material misrepresentations that caused long-term harm to participants lacking actual knowledge, and (B) a structural conflict of interest in which the same agent adjudicated benefit denials and managed the Release, extinguishing fiduciary breach claims. §§ 1104, 1106, 1109, 1110, 1113, 1132, 1144. (2) Whether ERISA permits fiduciaries to enforce the written terms of a pension plan against participants when the plan's actual operations materially deviate from those terms in violation of ERISA's fiduciary and disclosure requirements. §§ 1102, 1104. (3) Whether a court violates ERISA's procedural protections by dismissing a fiduciary breach claim as "moot" based on a general release without first determining whether material evidence undermines the Release's validity or supports a substantive fiduciary breach, and thereby nullifying the de novo review and totality-of-circumstances analysis that such evidence would have required. Fed. R. Civ. P. 8, 26, 56, 60.

These questions surrounding fiduciary breaches implicate entrenched circuit splits and fundamental principles of ERISA enforcement, as detailed in the Statement of the Case – Statutory Framework below.

Although the Petitioner proceeds pro se, the challenged practices likely affected other participants and beneficiaries if rehired between May 1999 and April 2014. *See* Pension Plan Ex. F; App. 69a–70a; Fed. R. Civ. P. 23(g); App. 117a–119a.

STATUTORY FRAMEWORK

Provisions Involved

ERISA, § 1001 et seq., establishes a comprehensive federal regulatory framework for the private-sector employee benefits. The employee plan benefits involved in this particular case are a Grandfathered Traditional defined pension benefit, a Cash Balance, and a Welfare Severance Plan that includes a General Release. App. 51a–68a, 73a–75a.

§1102(a)(1)–(2) establishes requirements for employee benefit plans to be established and maintained according to a written instrument, the designation of named fiduciaries having authority to control and manage the operation and administration of the plan. App. 75a-77a. The Respondent, Campbell Soup Company - Retirement & Pension Plan Administrative Committee, is the named fiduciary in the Campbell Soup Company Retirement and Pension Plan (the "Plan").

The Petitioner claims the Respondent breached fiduciary duties by failing to control and manage the operation and administration of the Plan for more than a decade and a half, resulting in substantial harm. The fiduciary misapplied the Plan terms regarding years of benefit service and retroactively corrected years of service, both without disclosure, which violates ERISA's fiduciary standards of duty, loyalty, and prudence under § 1104. Also, a disclosure violation arises because ERISA requires participants to be informed of material changes to their benefits. A silent correction that reduces credited service is purportedly a breach of this duty. In *Tibble v. Edison Int'l*, 575 U.S. 523 (2015), the Court held that fiduciaries have an ongoing duty to monitor plan investments, meaning that claims for breach of fiduciary duty cannot be dismissed without examining whether fiduciaries failed to act prudently over time. As it applies to this case, managing years of service pension benefit accruals under the Traditional Plan should be no different. The years of benefit service are simply a date that feeds into a formula, much like a birthdate.

§ 1104(a)(1)(A)(i), (B), (D), ERISA fiduciaries, must discharge their duties solely in the interest of participants and beneficiaries for the exclusive purpose of providing benefits and defraying reasonable plan expenses with the care, skill, prudence, and diligence of a prudent person. They must adhere to ERISA's compliant plan terms, diversify plan investments to minimize risk and avoid conflicts of interest, including transactions that benefit related parties such as plan sponsors or service providers. App. 77a–87a.

The Petitioner's operative Amended Complaint seeks the recovery of pension benefits due to alleged breaches of fiduciary duties under §§ 1102 and 1104. The Respondent allegedly breached these duties by failing to exercise loyalty, prudence, and reasonable care, and by failing to disclose actions that caused harm and established causation, supported by 14 pieces of evidentiary materials.

§ 1106(a)(1)(D),(b)(2), Prohibits transactions between plan and party in interest. (Except as provided in section 1108 of this title.) A fiduciary, with respect to a plan, shall not cause the plan to engage in a transaction that constitute a direct or indirect, transfer to, or use by or for the benefit of a party in interest, of any assets of the plan. Transactions between plan and fiduciary, with respect to a plan shall not, in his individual or in any other capacity, act in any transaction involving the plan on behalf of a party (or represent a party) whose interests are adverse to the interests of the plan or the interests of its participants or beneficiaries. App. 87a–89a. Petitioner claims, allegedly, a structural conflict of interest was involved because a Plan's agent[1] adjudicated claim benefit denials and managed the Release process, extinguishing or minimizing fiduciary breach claims/liabilities.

This Court decided that the default rule is strict; fiduciaries must avoid transactions that could compromise their duty of loyalty to participants and their beneficiaries. For alleged ERISA fiduciary violations, plan participants need only plead that a prohibited transaction occurred. The burden then shifts to plan fiduciaries to assert and prove that an exemption applies. As this Court emphasized in *Cunningham v. Cornell Univ.*, 604 U.S. ___ (2025), fiduciaries must act solely in the best interest of the plan.

§ 1109(a) establishes liability for breach of fiduciary duty under ERISA. The Release, as written, insulates fiduciaries from that liability caused by their alleged breach. "A fiduciary that

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[1] Pet., D.N.J., ECF No. 93–5, Ex. D "Voluntary Separation & General Release," at 2–9; App. 51a-68a (Feb. 8, 2023) and Pet., D.N.J., ECF No. 93–5, Ex. D "Appeal for Benefits Denial," at 10–13 (Feb. 8, 2023).

breaches any of the responsibilities, obligations, or duties imposed upon fiduciaries shall be personally liable to make good to such plan any losses to the plan resulting from each such breach, and to restore to such plan any profits of such fiduciary which have been made through use of assets of the plan by the fiduciary, and shall be subject to such other equitable or remedial relief as the court may deem appropriate." App. 89a. This Court's opinion cites *Harris Trust & Sav. Bank v. Salomon Smith Barney Inc.,* 530 U.S. 238 (2000), which held that fiduciary liability under ERISA cannot be contractually avoided.

§ 1110(a) prohibits exculpatory provisions that relieve fiduciaries from liability for breaches of duty. Under § 1110(a), the Release, as written, is allegedly in violation of this provision. Any attempt to bar redress through private waivers or releases is further restricted, which renders void any plan term that purports to relieve fiduciaries of responsibility for breach of duty. App. 89a–90a. If courts apply contract law principles, participants may lose access to ERISA's broader protections. This Court's ruling in *Cunningham v. Cornell Univ.*, 604 U.S. ___ (2025), emphasized that fiduciary duties override contractual agreements when they conflict with ERISA's protections.

§ 1113(1)(2), limitation of actions sets time limits for bringing fiduciary breach claims (1) Six years after (A) date of last action constituting a part of the breach or (B) for an omission, the latest date the fiduciary could have cured the breach. (2) Three years after the earliest date on which the [petitioner] had actual knowledge, except that in the case of fraud or concealment, it's six years. App. 90a–91a. In *Intel Corp. Investment Policy Committee v. Sulyma*, 589 U.S. ___ (2020), this Court held that actual knowledge of a fiduciary breach is required for the statute of limitations to begin, and if participants lack actual awareness of fiduciary breaches, they may have six years to file claims. "This Court held that 'actual knowledge' requires more than disclosing all relevant information to [petitioner]; [petitioner] must in fact have become aware of that information."

In this case, the Petitioner was unaware of the systemic breaches at the time she signed the Release. Later, she was denied relief under the Release's express carve-out for Non-Released Claims, relief essential to ERISA's statutory enforcement."4. Non-Released Claims. The General Release in Paragraph 3 [ ] does not apply to: (d) [a]ny Claims for vested benefits...; (f) [a]ny Claims arising after you have signed this [Release];". The Respondent stated in their affirmative defense; "1. [Petitioner's] claim is barred, in whole or in part, due to her failure to satisfy the terms, definitions, exclusions, conditions, and limitations contained in the Plan documents. 2. [Petitioner's] claims are barred by ERISA's three-year statute of limitations and/or six-year statute of repose as set forth in § 1113, and 3. [Petitioner's] claim is barred by the doctrine of laches because she unreasonably delayed in filing this lawsuit." ERISA prohibits claims brought more than "three years after the earliest date on which the [Petitioner] had actual knowledge of the breach or violation."

Petitioner asserts the date of awareness was October 3, 2017, and had "actual knowledge" on

December 13, 2017, based on the Claims for Benefits Review response letter. In December 2017, the Respondent made its first disclosure of the breach. Also, the Petitioner is not in alignment with the Respondent's affirmative defense above, it is the Petitioner's claim that the Respondent failed to follow the Plan. *See* Factual Background for timing. The lower courts have a different theory, as stated, "[h]owever, Third Circuit case law is clear that claims based on fiduciary misrepresentation accrue 'no later than the date upon which the employee relied to her detriment on the misrepresentations.'" "[Petitioner's] claims thus accrued on October 23, 2015, when she signed the Agreement [Release] in alleged reliance on [the fiduciaries] misrepresentations Campbell employees had previously made about her Plan benefits." The Petitioner asserts she is not aware of any communications from the Respondent that disclosed operational issues associated with years of accrual service. *See* "The Release" within Framework, below, as to when Petitioner had "actual knowledge" of the breach.

§ 1132(a)(1)(B), (a)(3)(B), a civil enforcement provides "(a) Persons empowered to bring a civil action[,] A civil action may be brought — (1) by a participant or beneficiary — . . . (B) to recover benefits due to him under the terms of his plan, to enforce his rights under the terms of the plan, or to clarify his rights to future benefits under the terms of the plan;" "The Court has stated that [§ 1132] (a)(1)(B) "specifically provides a remedy for breaches of fiduciary duty with respect to the interpretation of plan documents and the payment of claims." The

Court concluded that the participant's claim was one "to recover benefits due * * * under the terms of his plan," *CIGNA Corp. v. Amara*, 563 U.S. 421 (2011).

In the Petitioner's case, the Grandfathered Traditional Plan is "her" plan because the Respondent acknowledged managing "her" pension "as if she never left [mid-career]", "(a) Persons empowered to bring a civil action[,] (3) by a participant, beneficiary, or fiduciary . . . or (B) to obtain other appropriate equitable relief (i) to redress such violations or (ii) to enforce any provisions of this subchapter or the terms of the plan;" *Pell v. E.I. DuPont de Nemours & Co. Inc.*, 539 F.3d 292 (3d Cir. 2008). App. 91a–105a.

Within this provision, the Secretary may act accordingly: "(a) Persons empowered to bring a civil action[,] A civil action may be brought — (2) by the Secretary, or by a participant, beneficiary or fiduciary for appropriate relief under section 1109 of this title; . . . (4) by the Secretary, or by a participant, or beneficiary for appropriate relief in the case of a violation of section 1025(c) or 1032(a) of this title." The Petitioner seeks to recover from the alleged breach under § 1132 [(a)(1)(B) and (a)(3), a Civil Enforcement. "[ ] § [1132](a)(3) authorizes lawsuits for individualized equitable relief for breach of fiduciary obligations." Additionally, "[g]ranting individual relief is also consistent with ERISA's language, structure, and purpose. Subsection (3)'s language is broad enough to cover individual relief for breach of a fiduciary obligation, and other statutory language supports this conclusion." *Varity Corp. v. Howe*, 516 U.S. 489 (1996). This alleged breach significantly reduced the years of benefit service to the Petitioner's detriment, resulting in a

46% or $292,000 loss in anticipated pension benefits. This Court vacated the U.S. Court of Appeals for the Seventh Circuit's ruling in *Hughes v. Northwestern University*, 595 U.S. 170 (2022), and remanded the case for further consideration, bringing new life to current and former employees' claims that Northwestern had violated the duty of prudence required of all plan fiduciaries under ERISA.

§ 1144(a), other laws express a preemption clause, provides that the statute "shall supersede any and all state laws insofar as they may now or hereafter relate to any employee benefit plan." App. 105a–112a. In this particular case, the Release is governed by the state laws of New Jersey. Courts have consistently interpreted this provision broadly, recognizing that Congress intended to establish a uniform, federal regulatory scheme for plan administration and fiduciary accountability. This Court has stated a state law has a prohibited relation to an ERISA plan if it makes reference to, or has a connection with, employee benefit plans. Shaw v. Delta Air Lines, Inc. 463 U.S. 85 (1983). If courts apply contract law principles, participants may lose access to ERISA's broader protections. The ruling emphasized that fiduciary duties override contractual agreements when they conflict with ERISA's protections, Cunningham v. Cornell Univ., 604 U.S. ___ (2025). If contract law is applied, it may allow fiduciaries to escape liability for breaches that ERISA would otherwise prohibit. Contract law typically limits remedies to damages or specific performance.

The Release

The Lower Court's opinion stated that "...the terms of the Release unambiguously waive misrepresentation, estoppel, and ERISA claims, [Petitioner's] claims are 'foreclosed by the plain language of the contract,' and [Respondent] is entitled to judgment as a matter of law." The Petitioner's claims were dismissed as "moot," based solely on the existence of the Release, while significant discovery evidence, asserting the breach, were overlooked, excluded from summary judgment, raising concerns about a full and fair review as required by ERISA regulations. Fed. R. Civ. P. 8(a)(2), (b)(2), 26b, 56a, 60b.

The Lower Court's decision permits fiduciaries to enforce state-law releases and waivers, notwithstanding unresolved questions about undisclosed fiduciary breaches. In doing so, the decision highlights divisions among the circuits regarding the enforceability of general releases, the deference courts assign to plan operations versus written terms, and the procedural handling of ERISA fiduciary breach claims. This case offers this Court a timely opportunity to clarify the scope of fiduciary responsibility and reinforce ERISA's core remedial protections. This Court, in *Hughes v. Northwestern University*, 595 U.S. 170 (2022) stated "[t]he content of the duty of prudence turns on 'the circumstances ..." §1104(a)(1)(B), so the appropriate inquiry will be context specific. *Fifth Third Bancorp v. Dudenhoeffer*, 573 U.S. 409 (2014)". In this case, this Court reinforced the fiduciary duty to monitor investment options. The Petitioner's case looks to the Respondent's actions of misrepresenting promised benefits for over a decade and a half. The Respondent's actions resulted in inflated years of service pension benefit accruals under the Traditional formula. Upon executing retirement benefits, the amount was 46% lower than anticipated due to the breach of fiduciary duty. As a result, the duty of prudence should be applied in a manner similar to when managing the operation and administration of the plan in accordance with the documents and instruments insofar as such documents and instruments are consistent with ERISA.

The Third, Second, Sixth, Seventh, Eighth, and Ninth Circuits each use a different approach to the enforceability of general release agreements in the context of ERISA fiduciary breach claims.

As it applies to this case, the Third Circuit enforced a broad release while excluding claims for misrepresentation, equitable estoppel, fiduciary duties, violation of public policy, breach of contract, and any Claims under ERISA. The Third Circuit's case law focused on the language of a Release governed by state law. Also, according to the Third Circuit, claims based on fiduciary misrepresentation accrue "no later than the date upon which the employee relied to [her] detriment on the misrepresentations." This approach denies misrepresentations discovered after signing the Release, where a Petitioner does not have "actual knowledge" until later, and the Respondent failed to disclose.

The Second Circuit refused to enforce an arbitration provision that waived § 1132(a)(2), plan-wide relief. This Circuit held that waivers of statutory rights under § 1132(a)(2), are unenforceable if they prevent plan-wide relief. *Cedeno v. Sasson*, No. 21-2891, 2024 WL 1895053 (2d Cir. May 1, 2024).

The Sixth Circuit held, in *Tiara Yachts, Inc. v. Blue Cross Blue Shield of Michigan*, No. 24-1223, 2025 WL 2345678 (6th Cir. May 21, 2025), that the court fiduciary breach claims, emphasizing that contractual duties do not negate fiduciary obligations when discretion over plan assets is involved. This circuit has been particularly vocal about the functional nature of fiduciary status. The Sixth Circuit also held that Tiara Yachts could seek recovery on behalf of the plan under § 1132(a)(2) and could seek equitable relief, such as restitution and disgorgement, under § 1132(a)(3).

The Seventh Circuit addressed fiduciary breach claims in the context of plan mismanagement. The court applied an approach that not only considers the legal language and concepts but also the context, intention, and implications to the enforceability of releases, especially when employer conduct may have undermined participant consent. In *Allen v. GreatBanc Tr. Co.,* 835 F.3d 670 (7th Cir. 2016), the court reversed dismissal of fiduciary breach claims where the trustee allegedly failed to obtain an independent valuation before authorizing an ESOP transaction. The opinion emphasizes that fiduciary duties cannot be waived or released through plan design or participant agreements when discretion over plan assets are exercised improperly. In *Hughes v. Northwestern Univ.*, 63 F.4th 615 (7th Cir. 2023), on remand from the Supreme Court, the 7th Circuit clarified that plaintiffs must plead facts eliminating only "obvious alternative explanations" to survive dismissal. The case reinforces that the fiduciary process, not just outcomes, is central to ERISA prudence analysis.

The Eighth Circuit engaged in fiduciary breach claims, particularly in the context of whether releases signed under pressure or without full disclosure can be considered "knowing and voluntary." In *Tussey v. ABB, Inc.*, 746 F.3d 327 (8th Cir. 2014), the court affirmed fiduciary breach findings related to excessive record-keeping fees but reversed investment mapping claims. It emphasized that fiduciaries must monitor plan expenses and cannot rely on participant consent to shield imprudent decisions. Then, in *Schave v. CentraCare Health Sys.*, No. 22-cv-1555 (D. Minn. Jan. 27, 2023), the court allowed a fiduciary breach claim to proceed where plaintiffs alleged the plan used more expensive share classes despite cheaper alternatives. The case illustrates how courts scrutinize fee structures and fiduciary diligence even at the pleading stage.

The Ninth Circuit requires "special scrutiny" of releases when alleged fiduciary breaches are involved. This Circuit adopted a 9-factor test, which included whether the Release was induced by fiduciary misconduct, remanded for fact-finding. "The court further stated that requiring courts to consider evidence of a breach of fiduciary duty related to a release of claims under ERISA aligns with the statute's purpose, structure, and underlying trust-law principles." *Schuman v. Microchip Tech. Inc.,* No. 24-2978, 2025 WL 1584981 (9th Cir. June 5, 2025).

Based upon the decisions of this Court and the actions taken by the various Circuit Court's, included in the above analysis, what stands out, in most cases, is a claim for breach of fiduciary duty cannot be overlooked and actual knowledge is required for determining whether the Petitioner had actual knowledge at the time of signing the Release. *See* § 1113(1)(2) at 8–10)

Petitioner obtained actual knowledge in December of 2017, which was two years after signing the release in 2015. Respondent's fiduciary disclosure was not until December 13, 2017, based on the Benefits Review letter of explanation issued by the Manager, Retirement Plans (Agent) describing the failures of the operations/system and administration.

The release does not explicitly mention the Petitioner's ERISA claims or the estimated value associated. In addition, the incentive was offered to 623 employees and roughly, 473 accepted or 76% and the Release appeared standard. App. 51a–68a ¶2.

Under ERISA's procedural protections by dismissing a fiduciary breach claim as "moot" based on a general release without first determining whether material evidence undermines the release's validity or supports a substantive fiduciary breach, and thereby nullifying the de novo review and totality-of-circumstances analysis that such evidence would have required. Fed. R. Civ. P. 8(a)(2), (b)(2), 26(b), 56(a), 60(b).

Courts evaluating the validity of a release, especially under ERISA, often consider whether the release was knowing and voluntary under the totality of the circumstances. Which may include the following factors: 1.) the individual voluntarily agreed to release the plan and fiduciaries from the claim at issue; 2.) the individual fully understood what a prudent fiduciary would have known about the release rights, and 3.) the individual received fair and reasonable consideration for such release. [2]

The Respondent allegedly violated General Rules of Pleading, Fed. R. Civ. P. 8(b)(2) for denied defenses. The Respondent's overall defense to the alleged breaches, in most cases, was a single word "Denied," or one elaboration went so far as to say "[Respondent] admits that [Petitioner] seeks payment of certain benefits but denies that any benefits are due, or that any breach occurred." The Petitioner's entitlement to benefits directly relates to the Respondent allegedly not following the Plan for more than a decade and a half. As a result, Petitioner's claim is not a claim for additional/enhanced benefits, as stated many times by the Respondent. Under ERISA, a bare response of "denied" or a general denial is typically not sufficient to defend against a claim for breach of fiduciary duty. Under Federal Rule of Civil Procedure 8(b)(2), which governs pleadings in ERISA cases, a denial must fairly respond to the substance of the allegation. Courts have held that a general denial, especially one that simply states

[2] Albert Feuer, When are Releases of Claims for ERISA Plan Benefits Effective?, 38 John Marshall L. Rev. 773 (2005)

"Denied" without addressing the specific factual allegations, may be treated as an admission if it fails to meet this standard. In the ERISA context, where fiduciary breach claims often involve complex factual assertions (e.g., conflicts of interest, or failure to monitor), courts expect defendants to provide specific denials or affirmative defenses that directly engage with the allegations. A conclusory "Denied" risks being deemed insufficient, particularly at the motion to dismiss or summary judgment stage. Fed. R. Civ P. 8(b)(2), App. 114a–117a.

In *Firestone Tire & Rubber Co. v. Bruch*, 489 U.S. 101 (1989), the Supreme Court decided a key issue under ERISA by establishing the standard of review for ERISA benefit denials, ruling that courts should apply de novo review unless the plan grants discretionary authority to the administrator. This decision significantly impacted how courts evaluate evidence in ERISA disputes.

The Third Circuit stated "[we] have jurisdiction under 28 U.S.C. § 1291 and exercise *De novo* review over the District Court's order granting summary judgment." Even here, the 14 exhibits containing evidentiary materials were not all taken into consideration. An appellate court hearing a case "de novo" may refer to the lower court 's record to determine the facts , but will rule on the evidence and matters of law without deferring to that court's findings.

The Lower Court's allegedly violated the civil rules for summary judgment, Fed. R. Civ. P. 56(a). "A grant of summary judgment will be affirmed if our review reveals that 'there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law.'" The breaches of fiduciary duties were not considered by the Lower Court's in Petitioner's cross-motion for summary judgment which included genuine issues of material facts precluding summary judgment.

The Lower Court's allegedly violated the civil rules for Relief from a judgment or order, Fed. R. Civ. P. 60(a)(b) & 40). The violations were included in Petitioner's denied as "moot" cross-motion for summary judgment, motion for reconsideration, and petition for Panel Rehearing.

Other Legal Implications

This Court addressed detrimental reliance in the ERISA case of *CIGNA Corp. v. Amara et al.*, 563 U.S. 421 (2011). In this case, the Court ruled that employees do not need to prove detrimental reliance to seek equitable relief under ERISA. Instead, they only need to show harm and causation. In addition, the District Court's Opinion clearly stated detrimental reliance was "sufficiently pleaded" by the Petitioner. The actions/material misrepresentations by the Respondent were relied upon to manage excessive medical expenses. As stated by the Lower Court's, "[d]etermining how to pay for upcoming medical expenses is an important financial decision that was affected by the misrepresentations, so this element is sufficiently pleaded". A detrimental reliance requirement would be inconsistent with ERISA's text, origins, and purposes.

Participants need not prove that they relied on plan documents to establish their right to benefits. On the contrary, [§]1104(a)(1)(D) requires administrators to pay benefits in accordance with the plan documents, and Section [§1132](a)(1)(B) of ERISA "reinforces th[at] directive" by giving participants a cause of action "to recover benefits due to him under the terms of his plan." *Kennedy v. Plan Administrator for DuPont Savings and Investment Plan*, 555 U.S. 285 (2009) (quoting § 1132(a)(1)(B)).

CIGNA Corp. v. Amara et al., 563 U.S. 421 (2011), "[i]n summary, the Breyer opinion concluded that the relief provided under [ ] § [1132](a)(3) can include surcharge – money damages resulting from losses caused by the fiduciary's breach and that participants/beneficiaries must only show harm and causation, not detrimental reliance, to have a surcharge imposed on a fiduciary who breaches its notice and disclosure obligations under Title I of ERISA."

FACTUAL BACKGROUND

The Campbell's Company, (doing business as Campbell's and formerly known as the Campbell Soup Company) originally adopted the Campbell Soup Company Retirement and Pension Plan (the "Plan") on July 1, 1938. Since that time, the Plan has gone through various amendments. On or about May 1, 1999, the Plan was amended and restated to implement a cash balance formula composed of pay credits and interest credits. The Plan's traditional and/or grandfathered benefit formula, based on credited years of benefit service, ceased to accrue additional service years in three stages: (1) upon termination of covered employment on or after May

1, 1999; (2) on April 30, 2014, marking the formal end of the traditional formula, or (3) on a later date specified in an applicable Plan amendment. App. 69a-70a. The Respondent is the named fiduciary and has overall responsibility for the Plan, for plan participants and beneficiaries. This includes controlling and managing the Plan's operation and administration according to the Plan documents and instruments insofar as such documents and instruments are consistent with ERISA. As stated in the Plan, "[t]he members of the Committee shall be deemed to be the 'named administrators and fiduciaries' of this Plan for purposes of compliance with the fiduciary responsibility provisions of ERISA."

Campbell's initially hired the Petitioner, Sherry L. Miller, on November 1, 1985, as a Regular Full-Time Salaried Employee eligible for Pension Benefits upon hire, and she worked at the headquarters' office in Camden, NJ. She earned 30 vested years of service with Campbell's.

On April 12, 2000, mid-career, her employment was termed/severed, accruing pension benefits through February 16, 2001. The Petitioner had 15.3333 pension years of benefit service under the traditional formula at first termination. Therefore, accrued years of service for pension benefits, under the traditional formula, were frozen at 15.3333 years, based on the formal Plan document.

Campbell's rehired the Petitioner on June 25, 2001, as a Regular Full-Time Salaried Employee, no longer eligible to accrue benefits for pension years of service under the traditional formula. However, after her rehire, the Respondent claimed that 'they' continued to accrue years of benefit service from her original hire date in 1985 as if she had never had a service break. The Respondent formally disclosed this breach of fiduciary duty in the December 13, 2017, "Claim for Benefits" response letter. In addition, Respondent made corrections through October of 2017, a decade and a half later. The alleged breach resulted in 28.6 years of accrued pension benefits compared to the 28.182 years stated in the original claim. The four–month difference is due to the Respondent's "acknowledged" negligence in continuing to calculate years of accrual service from Petitioner's original hire date after her rehire and under the traditional defined benefit formula as monthly pension payments, unreduced for age.

Campbell's provided the Petitioner with a "Bridging Service Questionnaire" for completion. The Petitioner completed the questionnaire and returned it to Human Resources, Respondent's Agent, on November 15, 2002, reflecting 16.0833 years of service. The increase from 15.3333 years is an indication that benefits under the traditional pension formula were not frozen.

Campbell's issued the "Policy for Bridging of Prior Services For Rehired Employees" ("Bridging Policy") to determine years of accrual [benefit] service for Rehires, effective January 1, 2003. The Bridging Policy was effective after the Petitioner's Rehire. The purpose of the policy states "...to consistently apply the same rules for bridging of prior service, for all affected [Benefit] Programs: Pension, 401K..."

Campbell's Manager, Employee Relations (Agent), mailed a formal letter to the Petitioner, dated February 6, 2003, stating, "...as a result of our new Service Bridging Policy it has been determined that you have [16.8333] years of benefited service with [Campbell's]. "Effective January 1, 2003, you will be entitled to all the Company Benefits that apply to an employee with this length of service." "Your Human Resources Record reflects a service date of 3/1/86." Thus far, this increase represents the second time years of benefit service have increased, another indication that benefits under the traditional formula were not frozen.

Petitioner claims the Respondent made a misrepresentation and breached fiduciary duty when the 2017 reported years of accrual service were 15.333, which was less than the January 1, 2006, "2006 your compensation & benefit statement", 20.1667 credited years of service.

Petitioner claims the Respondent made a misrepresentation and breached fiduciary duty when the 2017 reported years of service was 15.333, which was less than a February 28, 2008 "Pension Estimate Calculation Statement" reported years of service of 22.50.

The Petitioner's second and final termination/retirement took place on October 31, 2015, and included a Campbell's Voluntary Separation Incentive ("VSIP") Agreement ("Agreement") and General Release ("Release"). The Agreement, along with the Release, was signed by the Petitioner on October 23, 2015, without actual knowledge of the breaches of fiduciary duties under ERISA. As a result, the signing of the Release was not "knowingly". App. 51a–68a. Petitioner was employed by Campbell's as a Regular Full-Time Salaried Employee, earning 30 years of vested service from November 1, 1985, to October 31, 2015. Based upon the alleged breach, she is eligible for 28.6 years of accrued pension benefits, under the Grandfathered formula, through April 30, 2014, marking the formal end of thc traditional formula.

The Plan Benefit Notice and Election Package, dated August 9, 2017 (Benefit Commencement Date: November 1, 2017), was mailed to and reviewed by the Petitioner at the Petitioner's then place of residence/state of citizenship in Maryland, Prince George's County.

On or about the afternoon of Tuesday, October 3, 2017, the Petitioner noticed the years of benefit service were materially misrepresented at 15.3333 in the August 9, 2017, Plan Benefit Notice and Election Package. That is the date she became aware of an issue with accrued years of service and had "actual knowledge" of the issue on December 13, 2017, based on the Claims for Benefits Review response letter ("Benefits Review"). § 1113(1)–(2); App. 90a–91a.

Petitioner claims the Respondent made a misrepresentation and breached fiduciary duty when the "Relative Value Disclosure" years of benefit service reflected 19.1667 versus the "Pension Election Form" that reflected 15.333. On October 5, 2017, the Petitioner sent a notification to Mercer/Campbell Benefits Center regarding the discrepancy in years of benefit service. Respondent adjusted the relative value to 15.33 in the October 31, 2017, Pension Election Package. Here, the Respondent continued to correct the years of benefit service through October 31, 2017, 16.4 years after her rehire date of June 25, 2001, and 2 years after final termination. In addition, the Respondent acknowledged the conflicting years of service.

October 5, 2017, Petitioner claims the Respondent made a misrepresentation and breached fiduciary duty when Mercer/Campbell Benefits' Center response to a service issue stated, "…due to the termination and rehire, you are not only entitled to the Grandfathered benefit but also eligible for the $3 supplemental benefit." another indication that benefits under the traditional formula were not frozen.

The Petitioner was made aware of the nature of the Respondent's misrepresentation/ mismanagement of years of benefit service and application of the Grandfathered/Traditional formula upon receipt of the December 13, 2017 Benefits Review letter of explanation issued by the Manager, Retirement Plans (Agent) describing the failures of the operations/system.

December 13, 2017, Petitioner claims the Respondent made a misrepresentation and breached fiduciary duty when the Respondent stated "… [Plan] rules for calculation of benefits under Appendix A (App. 69a–70a.) (Grandfathered Benefits Formula) do not apply to employees who are reemployed after May 1, 1999." This is another indication that benefits under the traditional formula were not frozen. The Plan document states what should be occurring however, the systems operated as if the Petitioner never had a break in service.

The Respondent completed the Benefits Review on December 13, 2017, and issued a letter addressing the concerns. One question from the

Petitioner was why "Pension" was stated in the Bridging Policy's "Purpose". The purpose of the policy states "...to consistently apply the same rules for bridging of prior service, for all affected [Benefit] Programs: Pension, 401K..." The letter from the Manager, Retirement Plans stated, "[i]t means that your prior years of service with the company count towards certain benefits. Although you received credit for your prior years of service, the terms of the Pension Plan require that your benefits earned for service after June 25, 2001 are based solely on the cash balance formula." Nevertheless, years of service had continued to accumulate since the rehire and under the traditional formula which does not align with the feedback in the review letter.

On December 13, 2017, the Petitioner alleges that the Respondent made a misrepresentation by defining the accrued years of service for pension benefits as an estimate when, in fact, it is an input value, such as a birth date.

On December 13, 2017, the Respondent allegedly failed to accurately calculate the benefit years of service through the online pension calculator due to an erroneous application of the pension formula. In addition, Respondent claims this failure applied the Grandfathered pension formula as if the Petitioner did not have a break in service. However, years of service is based on a date, and it was the input value to the formula that was applied. In this case, it was the Petitioner's original hire date, as if she had never taken a break in service. The alleged failure took place over 16 years and 4 months.

On December 13, 2017, the Respondent claims the failure was corrected in April but failed to state the year in the Benefits Review letter. The year was 2013, which is almost a decade and a half after Petitioner's rehire. The Agent's actions provide yet another example of breach of fiduciary duties for failure to disclose. Included with the administrative filing documents is the related Benefit Service Issue/Ticket providing evidence that the Petitioner's question to the administrator pertained to the cash balance vs. traditional (accrued years of benefit service). At no time did anyone inform the Petitioner that their years of benefit service were reduced. It was not until October of 2017 that the Petitioner became aware of an issue, and in December of 2017, she possessed actual knowledge.

As demonstrated by the material misrepresentations, Petitioner claims the Respondent breached ERISA fiduciary duties by neglecting to control and manage the operation and administration of the pension system according to Plan documents from June 25, 2001, to October 31, 2017, 16 years and 4 months, which is material and extremely misleading. The Respondent's overall defense to the alleged breaches, in most cases, was a single word "Denied," or one elaboration went so far as to say "[Respondent] admits that [Petitioner] seeks payment of certain benefits but denies that any benefits are due, or that any breach occurred." The Petitioner's entitlement to benefits directly relates to the Respondent allegedly not following the Plan. As a result, Petitioner's claim is not a claim for additional/enhanced benefits, as stated many times by the Respondent. Under ERISA, a bare response of "denied" or a general denial is typically not sufficient to defend against a claim for breach of fiduciary duty. Under Federal Rule of Civil

Procedure 8(b)(2), which governs pleadings in ERISA cases, a denial must fairly respond to the substance of the allegation. Courts have held that a general denial, especially one that simply states "Denied" without addressing the specific factual allegations, may be treated as an admission if it fails to meet this standard. In the ERISA context, where fiduciary breach claims often involve complex factual assertions (e.g., imprudent investments, conflicts of interest, or failure to monitor), courts expect defendants to provide specific denials or affirmative defenses that directly engage with the allegations. A conclusory "Denied" risks being deemed insufficient, particularly at the motion to dismiss or summary judgment stage. Fed. R. Civ P. 8(b)(2), App. 114a–117a.

January 13, 2023, the Respondent stated "Ms. Johnson [Ms. Miller] received 101 weeks of severance pay-almost $200,000, far more than she was otherwise entitled..." The Petitioner disagrees with "far more than she was otherwise entitled" because the Bridging Policy includes Severance and precludes any offsetting. The Campbell's VSIP policy was offered to approximately 600 salaried employees, *Source* US Dept. of Labor-Form 5500, and of that number, approximately 75% accepted, and based upon the criteria within the policy, the Petitioner was entitled to participate. Additionally, according to the policy dated March 2015, "3. Other Benefits" stated: "....[Y]our eligibility for retirement benefits will not preclude your eligibility for the separation incentive, and these benefits will not be offset against each other."

Based upon the above VSIP policy statement, the dollars associated with severance must not be offset with Petitioner's claim. Petitioner alleges the Respondent breached fiduciary duty by neglecting to inform the Petitioner and made material misrepresentations that resulted in a 46% reduction in the monthly pension benefit estimated at $292,000.00.

PROCEEDINGS LIST

District Court - Case No. 1:19–cv–11397

On April 26, 2019, Petitioner filed suit in the District Court under ERISA § 1104, alleging a violation of fiduciary responsibilities. App. 77a–87a. Allegedly, the Respondent "[m]isled [the Petitioner] in the determination of years of benefit service" by failing to follow the Plan § 1102, resulting in a 46% reduction in anticipated benefits, estimated at a total of $292,000, under the Traditional Grandfathered Formula, post discovery. App. 75a–77a. The basis of jurisdiction, 791-Federal Question, 28 U.S.C. § 1331.

On April 12, 2022, the District Court's Opinion stated, "[a]t the pleading stage, [Petitioner] has stated a claim for breach of fiduciary duty for misrepresentation and for equitable estoppel under ERISA." The Respondent's Motion to Dismiss was Denied. The operative Amended Complaint is dated March 12, 2021. The Respondent's motion to dismiss centered around three arguments: 1.) "[The Petitioner] does not plausibly allege the committee breached its fiduciary duties." 2.) "ERISA's statute of limitations bars [the Petitioner's] fiduciary breach claim, and 3.) "[The Petitioner] does not state a plausible claim for benefits." The April 12, 2022, opinion stated, "...a complaint is sufficient if it contains enough factual matter, accepted as true, to "state a claim to relief that is plausible on its face."

On August 22, 2022, the Respondent filed a motion for leave to file an amended answer, which includes the Release signed by the Petitioner as an additional affirmative defense. On September 12, 2022, the Petitioner opposed the motion. "The [District] Court h[ad] considered the parties' submissions and decides this matter without oral argument under Fed. R. of Civ. P. 78. For the reasons that follow, [Respondent's] Motion to Amend/Correct Answers [was] Granted." Fed. R. Civ. P. 15(a) governs amendments to pleadings before trial. If those deadlines have expired, a party may amend its pleading only with the opposing party's written consent or the court's leave. Fed. R. Civ. P. 15(a)(2). "The court should freely give leave when justice so requires." The Respondent filed an Amended Answer on December 12, 2022, to include the Release as an affirmative defense.

On January 13, 2023, the Respondent filed a motion for summary judgment. Shortly after, on February 8, 2023, the Petitioner filed a cross-motion for summary judgment. Then, on August 17, 2023, the District Court granted the Respondent's motion for summary judgment and denied the Petitioner's cross-motion for summary judgment as "moot" due to the Release clause signed by the Petitioner on October 23, 2015. App. 51a–68a. The Petitioner's recovery of benefits claim is under § 1132(a)(1)(B), (a)(2), (a)(3)(B). "On April 12, 2022, we dismissed that claim because we found [Petitioner] is not entitled to further benefits under the express terms of the Plan. The legal standard supporting the opinion stated, "summary judgment is appropriate if 'there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law.' Fed. R. Civ. P. 56(a). App. 134a–136a. A fact is 'material' if it will 'affect the outcome of the suit under the governing law.'" App. 24a. Although it may appear misplaced at the moment, the District Court stated, "[i]nstead, the nonmovant must "point to concrete evidence in the record that supports every essential element of his case.'" App. 25a. Included in the summary judgment by the Respondent and recognized by the Court were only two original pieces of evidence: the 2003 Bridging Policy and the 2008 Pension Statement. App. 20a–21a.

The Respondent argued two independent bases for entitlement to summary judgment, which the District Court agreed with. "First, [Petitioner's] claims are barred because the Agreement explicitly releases [Petitioner's] claims in exchange for severance benefits. Second, [Respondent] argues that even if [Petitioner] did not release her claims, she did not in fact detrimentally rely on the misrepresentations." App. 25a–26a, "[Respondent] argues [Petitioner's] claims are barred under the plain language of the Release." App. 27a.

"However, [Petitioner] asserts the Release is unenforceable as to the claims in her complaint because she 'did not waive rights under' ERISA and she argues that '[t]he entire agreement (release) is subject to review in its entirety to determine its apparent ambiguity." App. 27a.

According to the District Court, "[h]owever, Third Circuit case law is clear that claims based on fiduciary misrepresentation accrue 'no later than the date upon which the employee relied to her detriment on the misrepresentations.' [Petitioner's] claims thus accrued on October 23, 2015, when she signed the [Release] in alleged reliance on misrepresentations Campbell employees had previously made about her Plan benefits." App. 30a.

In closing, for summary judgment, the District Court stated, "[Petitioner's] claims are premised on her detrimental reliance on Campbell's misrepresentations of her pension plan benefits. Because the terms of the Release unambiguously waive misrepresentation, estoppel, and ERISA claims, [Petitioner's] claims are 'foreclosed by the plain language of the contract,' and [Respondent] is entitled to judgment as a matter of law..." App. 32a–33a.

On September 1, 2023, the Petitioner filed a Motion for Reconsideration in the District Court (App. 48a-50a, motion only) under Local Civil Rule 7.1(a). "In support of its Motion, the [Petitioner] relie[d] upon the following components of Fed. R. Civ. P. 60(b): 1.) mistake, inadvertence, or surprise; 3.) misrepresentation; 4.) the judgment is void; 6.) any other reason that justifies relief [manifest injustice]."

Entered on April 4, 2024, the District Court denied the Petitioner's motion for reconsideration. App. 34a–36a. One of the District Court's findings stated, "... [Petitioner] has not shown an intervening change in law or need to correct an error of law to avoid manifest injustice; nor sufficient evidence of this Court's mistake, inadvertence, surprise, or excusable neglect; nor grounds justifying relief for any other reason. [Petitioner] merely points out sections of the Court's opinion with which she disagrees, see..." (Mot. at 8–10); ...".

Third Circuit Court - Case No. 24-1812

On April 26, 2024, the Petitioner filed a Notice of Appeal for the Third Circuit based on a judgment from the District Court. The April 4, 2024, order denied rehearing. App. 34a–36a. Then, on June 25, 2024, the Petitioner filed an "Informal Brief" available to *pro se* litigants along with the required appendices.

On February 6, 2025, the Third Circuit issued its judgment and opinion. App. 5a–13a. The Third Circuit ordered and adjudged that the judgment of the District Court entered on April 4, 2024, be the same. The Third Circuit issued a "NON PRECEDENTIAL PER CURIAM OPINION". The Third Circuit agreed with the District Court for the following reasons: 1.) Petitioner signed a Release and released claims, 2.) Petitioner dismissed her claims and is not entitled to 'additional benefits' under the Plan, 3.) Misrepresentation claims are not claims for benefits under the Plan. 4.) Claims for estoppel and misrepresentations were barred by the Release 5.) The Release includes the language of releasing "any and all claims that you have or may have". App. 56a–58a. The Third Circuit "...[h]as interpreted similar "may have" language to release claims that the parties had but may discover late." "(...we can only take the phrase 'hereafter may have' to mean that the parties wished to release not only those claims of which they were currently aware, but also those they might subsequently discover based on their relationship prior to the execution of the release")., 6.) Considering the totality-of-circumstances the Third Circuit agrees "The release was signed knowing and voluntary." and 7.) "At the time of the release, however, there had been no determination that [the Petitioner] was entitled to these damages. Coventry, 856 F.2d at 523 (listing as a factor to be considered 'whether the consideration given in exchange for the waiver exceeds employee benefits to which the employee was already entitled by contract or law')."

On February 20, 2025, the Petitioner filed a Petition for Panel Rehearing, App. 37a–47a, which was denied by the Third Circuit on March 14, 2025. App. 14a–15a.

REASONS for GRANTING A WRIT OF CERTIORARI

I. Circuits are split and inconsistent on the enforceability of General Releases that extinguish ERISA fiduciary breach claims.

A. The court of appeals are divided on whether and under what circumstances ERISA fiduciaries may enforce state-law contract releases that bar plan-wide fiduciary breach claims under § 1132.

B. The decisions by Circuit Courts are not consistent however the Ninth Circuit's "Special Scrutiny", 9-factor Test is in support of ERISA federal laws before general state-law releases. See, e.g., Schuman v. Microchip Tech. Inc., No. 24-2978, 2025 WL 1584981 (9th Cir. June 5, 2025).

C. This Court's intervention is warranted to resolve this conflict and establish consistency to clarify whether fiduciaries may invoke general releases to shield themselves from liability for breaches that were never disclosed to participants and that implicate structural conflicts of interest.

II. The decision below undermines ERISA's core fiduciary and disclosure protections by permitting enforcement of plan terms that deviate from actual operations.

A. The lower court's ruling allows fiduciaries to enforce the written terms of a pension plan while disregarding material deviations in the plan's actual operation and administration. This contravenes ERISA's statutory mandate that fiduciaries act "in accordance with the documents and instruments governing the plan insofar as such documents and instruments are consistent with the provisions of this subchapter." § 1104(a)(1)(D). Courts have recognized that when plan operations materially deviate from written terms, fiduciaries may breach their duties of loyalty and prudence. See, e.g., Tussey v. ABB, Inc., 746 F.3d 327 (8th Cir. 2014); Hughes v. Northwestern Univ., 63 F.4th 615 (7th Cir. 2023).

B. The decision below effectively immunizes fiduciaries from liability for operational misconduct by allowing them to invoke plan language that was not followed in practice. This undermines ERISA's protective purpose and invites abuse by fiduciaries who can retroactively rely on plan terms they failed to honor.

III. The Lower Court's mootness ruling conflicts with This Court and Circuit precedent requiring fact-based adjudication of fiduciary breach claims.

A. In the court cases below Petitioner's fiduciary breach claims were dismissed as "moot" based solely on the existence of a general release, without evaluating whether material evidence undermined the release's validity or supported a live controversy under ERISA. This approach conflicts with this Court's precedents requiring courts to adjudicate claims based on the de novo along with totality of the circumstances to resolve factual disputes at summary judgment. See Firestone Tire & Rubber Co. v. Bruch, 489 U.S. 101 (3rd Cir. 1989); Anderson v. Liberty Lobby, Inc., 477 U.S. 242 (D.C. Cir.1986).

B. Moreover, the lower court's refusal to consider 86% of Petitioner's timely evidentiary materials, submitted under Rules 26, 56, and 60, raises serious procedural and fair review(trial) concerns. Courts of appeals have held that releases cannot moot fiduciary breach claims where there is evidence of nondisclosure, coercion, or conflict of interest. See, e.g., Laurent v. PricewaterhouseCoopers LLP, 945 F.3d 739 (2d Cir. 2019); Burke v. The Boeing Co., 42 F.4th 716 (7th Cir. 2022).

C. This Court should grant a writ of certiorari to clarify that courts may not dismiss ERISA fiduciary breach claims as moot without first determining whether the release was validly obtained and whether a substantive breach occurred.

IV. The Questions Presented are recurring, of nationally significance, and warrant this Court's review.

A. The issues raised in this petition are of exceptional importance to the administration of ERISA plans nationwide. If left unreviewed, the decision below will permit fiduciaries to evade liability for undisclosed misconduct by conditioning benefits on general releases, even where participants lack actual knowledge of the breach.

This undermines ERISA's remedial purpose, erodes participant and beneficiary protections, and invites inconsistent outcomes across circuits.

B. Moreover, the challenged practices likely affected other participants rehired between May 1999 and April 2014, raising broader implications for class-based relief under Rule 23 and § 1132(a)(2). This case presents a timely opportunity for the Court to reaffirm ERISA's fiduciary and procedural safeguards and to resolve doctrinal uncertainty that has fractured lower court jurisprudence.

CONCLUSION

For the foregoing reasons, Petitioner respectfully requests that this Court grant petition for a writ of certiorari.

Regards,

I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 12, 2025,

s/Sherry L. Miller
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