No. 25-986

In the Supreme Court of the United States

MFN PARTNERS, LP, ET AL., PETITIONERS

v.

NEW YORK STATE TEAMSTERS CONFERENCE AND RETIREMENT FUND, ET AL.

ON PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE THIRD CIRCUIT

BRIEF FOR THE FEDERAL RESPONDENT IN OPPOSITION

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QUESTIONS PRESENTED

Under the Employee Retirement Income Security Act of 1974 (ERISA), 29 U.S.C. 1001 *et seq.*, an employer that withdraws from a multiemployer pension plan must pay its share of the plan's unfunded vested benefits, which are measured by the value of nonforfeitable benefits minus the plan's assets. In 2021, Congress amended ERISA to direct the Pension Benefit Guaranty Corporation (PBGC) to pay "special financial assistance" to certain struggling plans. 29 U.S.C. 1432 (Supp. III 2021). Congress authorized the PBGC to impose "reasonable conditions" on plans that receive such assistance, including with respect to "withdrawal liability." 29 U.S.C. 1432(m)(1) (Supp. III 2021). The questions presented are:

1. Whether PBGC regulations governing the treatment of special financial assistance for purposes of calculating an employer's withdrawal liability, 29 C.F.R. 4262.16(g)(2), are consistent with ERISA.

2. Whether an employer may agree, without PBGC approval, to pay a higher amount of withdrawal liability than would otherwise be required based on the employer's contributions to the plan.

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OPINIONS BELOW

The opinion of the court of appeals (Pet. App. 1a-25a) is reported at 152 F.4th 491. The amended memorandum opinion of the bankruptcy court (Pet. App. 29a-72a) is available at 2024 WL 4925124.

JURISDICTION

The judgment of the court of appeals was entered on September 16, 2025. On December 10, 2025, Justice Alito extended the time within which to file a petition for a writ of certiorari to and including January 14, 2026. On January 8, 2026, Justice Alito further extended the time to and including February 13, 2026, and the petition was filed on that date. The jurisdiction of this Court is invoked under 28 U.S.C. 1254(1).

STATEMENT

1. a. Under the Employee Retirement Income Security Act of 1974 (ERISA), 29 U.S.C. 1001 *et seq.*, an employer that withdraws from a multiemployer pension plan must pay the plan its "withdrawal liability." 29 U.S.C. 1381(a). That requirement helps to ensure that employers are not incentivized to withdraw from a "financially shaky" plan, which would risk sending the plan into a death spiral. *Milwaukee Brewery Workers' Pension Plan* v. *Joseph Schlitz Brewing Co.*, 513 U.S. 414, 416-417 (1995). The multiemployer-plan provisions in Title IV of ERISA are administered by the Pension Benefit Guaranty Corporation (PBGC), a government corporation. See 29 U.S.C. 1302(b)(3) (authorizing the PBGC to adopt "regulations as may be necessary to carry out the purposes of [Title IV]").

An employer's withdrawal liability is essentially its share of the plan's expected liabilities, the unfunded vested benefits. 29 U.S.C. 1381(b)(1). The unfunded vested benefits equal "the value of nonforfeitable benefits under the plan" minus "the value of the assets of the plan." 29 U.S.C. 1393(c). The withdrawing employer's allocable share of the unfunded vested benefits is determined "as of" the last day of the plan year preceding the withdrawal (the measurement date) and calculated using one of four formulas set forth in ERISA, each of which factors in the amount of the employer's contributions to the plan. See, *e.g.*, 29 U.S.C. 1391(b)(2)(E)(i) and (ii)(I). But the plan, which is responsible for assessing and collecting withdrawal liability, may "adopt any other alternative method for determining an employer's allocable share of unfunded vested benefits," "subject to the approval of the [PBGC] based on its determination that adoption of the method by the plan would not

significantly increase the risk of loss to plan participants and beneficiaries or to the [PBGC]." 29 U.S.C. 1391(c)(5)(A); see 29 U.S.C. 1382, 1399.

b. In 2021, as part of a relief package addressing the effects of the COVID-19 pandemic, see American Rescue Plan Act of 2021, Pub. L. No. 117-2, 135 Stat. 4, Congress amended Title IV of ERISA by adding a provision establishing the Special Financial Assistance (SFA) program to help certain struggling multiemployer pension plans. § 9704(b), 135 Stat. 190-195 (29 U.S.C. 1432).* The statute directs the PBGC to provide taxpayer-funded assistance to eligible plans in the form of lump-sum payments of the funds projected to be "required for the plan[s] to pay all benefits due" to their beneficiaries through the 2051 plan year. 29 U.S.C. 1432(j)(1); see 29 U.S.C. 1432(a), (h), and (i). SFA funds "may be used by an eligible multiemployer plan to make benefit payments and pay plan expenses" and "shall be segregated from other plan assets." 29 U.S.C. 1432(*l*).

The statute directs the PBGC to "issue regulations or guidance setting forth requirements for special financial assistance applications." 29 U.S.C. 1432(c). It further provides that the PBGC "may impose, by regulation or other guidance, reasonable conditions on an eligible multiemployer plan that receives special financial assistance relating to," among other things, "withdrawal liability." 29 U.S.C. 1432(m)(1). The statute prohibits the PBGC from imposing certain other conditions on SFA, such as "any prospective reduction in plan benefits." *E.g.*, 29 U.S.C. 1432(m)(2)(A).

c. The PBGC issued an interim final rule for the SFA program and invited public comment. 86 Fed. Reg.

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* All citations of 29 U.S.C. 1432 in this brief refer to the statute as set forth in Supplement III (2021) of the United States Code.

36,598 (July 12, 2021). Some of the comments the PBGC received concerned withdrawal liability. Because increased plan assets reduce a plan's unfunded vested benefits and thus an employer's potential withdrawal liability, see p. 2, *supra*, commenters "were concerned that not including a condition to exclude SFA from plan assets for purposes of calculating withdrawal liability will incentivize employers to withdraw after the plan receives SFA." 87 Fed. Reg. 40,968, 40,996 (July 8, 2022).

A year later, the PBGC issued a final SFA rule. 87 Fed. Reg. 40,968. Although the PBGC declined to exclude SFA from plan assets entirely for purposes of withdrawal liability, it agreed that action was needed to avoid incentivizing "plans and employers from taking actions that have the potential to accelerate plan insolvencies." *Id.* at 40,998-40,999; see *id.* at 40,996. The PBGC exercised its authority to impose conditions on SFA, 29 U.S.C. 1432(m)(1), and to adopt regulations implementing Title IV of ERISA, 29 U.S.C. 1302(b)(3), to promulgate a regulation (the "phase-in regulation") that requires plans receiving SFA to gradually recognize those funds as plan assets in increasing amounts over a period of years. 87 Fed. Reg. at 40,996-40,997, 41,006; see 29 C.F.R. 4262.16(g)(2). The PBGC noted that the regulation would ensure that taxpayer-funded SFA is dedicated to paying plan benefits and expenses, see 29 U.S.C. 1432(*l*), instead of "subsidiz[ing] employer withdrawals," and it likened the regulation's approach to existing practices under ERISA and the Internal Revenue Code. 87 Fed. Reg. at 40,996-40,997.

In the same rulemaking, the PBGC promulgated another regulation (the "no-receivable" regulation) clarifying that SFA funds do not count as plan assets for withdrawal-liability purposes until they are actually

"paid to the plan." 29 C.F.R. 4262.16(g)(2)(xiii); see 87 Fed. Reg. at 40,996-40,997. The PBGC pays SFA "as soon as practicable upon approval of [an] application." 29 U.S.C. 1432(i)(1).

2. a. In July 2023, the trucking company Yellow Corporation and various affiliates (which we collectively refer to as Yellow) filed for Chapter 11 bankruptcy protection in the District of Delaware. Pet. App. 5a & n.1, 11a, 26a. "As part of that winddown, it withdrew from several pension plans that secured retirement benefits for Yellow's union workforce." *Id.* at 5a. Eleven multiemployer plans filed claims in the bankruptcy proceedings for a combined $6.5 billion in withdrawal liability. *Id.* at 11a.

All of those plans had received SFA, and the PBGC's phase-in and no-receivable regulations affected how the plans calculated Yellow's withdrawal liability. See Pet. App. 11a-12a. For example, the PBGC had approved the SFA application of the largest plan, the Central States, Southeast and Southwest Areas Pension Fund (Central States), on December 5, 2022, and Central States had received the funds on January 12, 2023. *Id.* at 39a. Central States' 2022 plan year ended on December 31, 2022, *id.* at 40a, so that was the measurement date for Yellow's withdrawal liability. See p. 2, *supra*. Under the no-receivable regulation, because Central States did not receive SFA until after the measurement date, those funds were not counted as plan assets in calculating the plan's unfunded vested benefits and Yellow's share thereof. Pet. App. 40a. As for the other ten plans, although they had received SFA before the relevant measurement dates, they had factored only a portion of those funds into Yellow's withdrawal liability pursuant to the phase-in regulation. *Id.* at 12a.

Two plans raised an additional issue. Ten years before the bankruptcy, Yellow had rejoined the New York and Western Pennsylvania Teamsters Funds (Teamsters) and agreed, as part of an ERISA "rehabilitation plan" under 29 U.S.C. 1085(e), to contribute to the plans "at 25% of its usual rate, which meant diminished accruals" of benefits for Yellow employees participating in those plans. Pet. App. 12a; see *id.* at 23a n.6. "But in that same contract, the plans and Yellow agreed that if Yellow later faced withdrawal liability, it would do so at 100% of the usual contribution rate." *Id.* at 12a. The Teamsters thus filed claims in the bankruptcy proceeding for withdrawal liability at the 100% rate. *Ibid.*

b. Petitioner Yellow, along with the other petitioners (the hedge fund MFN Partners, LP, Yellow's largest pre-bankruptcy shareholder, and MFN's subsidiary, Mobile Street Holdings, LLC), objected to the plans' withdrawal-liability claims. Pet. App. 41a; Pet. 13-14. Petitioners contended in pertinent part that the phase-in and no-receivable regulations, as well as Yellow's agreement to pay withdrawal liability to the Teamsters at the 100% rate, are invalid under ERISA, and that the regulations are arbitrary and capricious. See Pet. App. 31a-33a. Petitioners, the plans, and the PBGC—which had its own claims against Yellow—cross-moved for summary judgment on those issues. *Id.* at 41a-42a; Pet. 28.

The bankruptcy court granted summary judgment to the plans and the PBGC. Pet. App. 29a-72a. As relevant here, the court determined that the phase-in and no-receivable regulations are consistent with ERISA and are not arbitrary and capricious. *Id.* at 44a-64a. The court also concluded that the Teamsters are entitled to

hold Yellow to its agreement to pay withdrawal liability at the higher rate. *Id.* at 69a-72a.

3. On direct appeal to the Third Circuit under 28 U.S.C. 158(d)(2)(A), the court of appeals affirmed. Pet. App. 1a-25a.

Applying the framework for judicial review of agency action set forth in *Loper Bright Enterprises* v. *Raimondo*, 603 U.S. 369 (2024), the court of appeals held that the phase-in and no-receivable regulations fall within the PBGC's express statutory authority to impose conditions on SFA, including conditions "relating to * * * allocation of plan assets * * * and withdrawal liability." 29 U.S.C. 1432(m)(1); see Pet. App. 14a-17a & n.3. The court rejected petitioners' argument that the regulations purported to "change the statutory formula for withdrawal-liability calculation" by "excluding [SFA] from the assets considered in th[e] calculation of 'unfunded vested benefits.'" Pet. App. 14a-15a (quoting 29 U.S.C. 1393(c)) (emphasis omitted). The court further held that the regulations are not arbitrary and capricious, do not unlawfully impose SFA conditions on employers rather than the recipient plans, and do not implicate the major-questions doctrine. *Id.* at 17a-22a. Finally, the court rejected petitioners' challenge to the Teamsters' claims, concluding that ERISA "does not forbid employers from agreeing to pay extra money to a pension trust," *id.* at 24a (citation omitted), and emphasizing that Yellow had "*contracted for this result*," *id.* at 25a.

4. Petitioners filed their petition for a writ of certiorari in February 2026. In April 2026, the bankruptcy court approved settlement agreements resolving the claims of six of the pension-plan respondents, including Central States. 2026 WL 908516. Petitioners then with-

drew the petition for certiorari against the settling respondents, leaving the PBGC and three plans (including one of the Teamsters funds) as the remaining respondents. See 4/23/26 Yellow Letter; 5/5/26 MFN Letter. MFN and Mobile Street have nevertheless appealed some of the settlement approvals to the district court, and those appeals remain pending. *E.g.*, No. 26-cv-515 (D. Del.). MFN and Mobile Street's appeal of the bankruptcy court's confirmation of a reorganization plan is also pending. No. 25-cv-1410 (D. Del.).

ARGUMENT

Petitioners renew (Pet. 21-26, 33-35) their challenges to the PBGC's phase-in and no-receivable regulations and to the enforcement of Yellow's agreement with the Teamsters. The court of appeals correctly rejected those contentions, and neither issue implicates any disagreement among the courts of appeals. Petitioners also overstate the importance of this case, particularly in light of Yellow's settlements with most of the respondent pension plans. As to the remaining plans, the case remains in an interlocutory posture. The petition for a writ of certiorari should be denied.

1. The court of appeals' decision upholding the PBGC regulations does not warrant further review.

a. The court of appeals correctly upheld the PBGC's no-receivable and phase-in regulations. Pet. App. 14a-22a. ERISA expressly authorizes the PBGC to "impose, by regulation or other guidance, reasonable conditions on an eligible multiemployer plan that receives special financial assistance relating to," among other subjects, "allocation of plan assets * * * and withdrawal liability." 29 U.S.C. 1432(m)(1). The PBGC is also authorized to adopt "regulations as may be necessary to carry out the purposes" of Title IV of ERISA,

29 U.S.C. 1302(b)(3), of which the SFA section, 29 U.S.C. 1432, is part.

Invoking that authority, the PBGC determined after notice and comment that immediately counting all SFA funds awarded to a plan as plan assets for purposes of calculating withdrawal liability would dangerously over-incentivize employers to withdraw from plans that receive SFA. See 87 Fed. Reg. at 40,996. The PBGC concluded that would undermine the SFA program's purpose of ensuring the long-term solvency of struggling multiemployer plans. *Id.* at 40,998-40,999. It would also effectively result in the use of taxpayer funds to subsidize employer withdrawals, which would be contrary to Congress's direction that SFA "be used by an eligible multiemployer plan to make benefit payments and pay plan expenses." 29 U.S.C. 1432(*l*); see 87 Fed. Reg. at 40,996-40,997. Although petitioners emphasize (Pet. 18-19) the statute's statement that SFA "may" be used for those purposes, 29 U.S.C. 1432(*l*), that word is not always wholly permissive, see *United States* v. *Rodgers*, 461 U.S. 677, 706 (1983), and the relevant subsection heading ("Restrictions on the use of special financial assistance"), which was included in the text that Congress enacted, indicates that the described uses are not merely optional, § 9704(b), 135 Stat. 193 (29 U.S.C. 1432(*l*)); see *Merit Mgmt. Grp., LP* v. *FTI Consulting, Inc.*, 583 U.S. 366, 380 (2018) (headings "'supply cues' as to what Congress intended") (citation omitted).

Petitioners invoke (Pet. 1, 16-17, 22) *Loper Bright Enterprises* v. *Raimondo*, 603 U.S. 369 (2024), in which this Court overruled the *Chevron* doctrine of judicial deference to agency constructions of certain ambiguous statutes. But the decision below applied no such deference—instead applying *Loper Bright* itself, which rec-

ognized that a "statute's meaning may well be that the agency is authorized to exercise a degree of discretion," such as when it authorizes the agency "to regulate subject to the limits imposed by a term or phrase that 'leaves [the agency] with flexibility,' such as 'appropriate' or 'reasonable.'" *Id.* at 394-395 (citation omitted); see Pet. App. 14a, 17a n.3. The courts below correctly identified Section 1432(m)(1) as such a statute. See Pet. App. 15a. That provision authorizes the PBGC to impose "reasonable conditions" on SFA, including conditions "relating to * * * withdrawal liability." 29 U.S.C. 1432(m)(1).

Petitioners err in asserting (Pet. 21-23) that the regulations "amend" the statutory definition of unfunded vested benefits in 29 U.S.C. 1393(c). That provision simply refers to "the value of the assets of the plan," 29 U.S.C. 1393(c)(B), and does not prescribe any particular "theory of valuation," *Masters, Mates & Pilots Pension Plan* v. *USX Corp.*, 900 F.2d 727, 733 (4th Cir. 1990). "[B]ecause SFA is paid in a lump sum meant to cover a period of many years," the regulations' effect is "to approximate the actual value of the SFA fund to the plan over time." Gov't C.A. Br. 27-28 (emphasis omitted); see *Masters*, 900 F.2d at 733 (upholding an asset-valuation method that "ameliorat[ed] * * * fluctuations, which may be distorting as to value over a short period of time"). At all events, Section 1393(c) cannot be read in isolation from Section 1432(m)(1), which authorizes the PBGC to impose conditions on SFA relating to withdrawal liability. See *FDA* v. *Brown & Williamson Tobacco Corp.*, 529 U.S. 120, 133 (2000) ("the meaning of one statute may be affected by other Acts, particularly where Congress has spoken subsequently and more specifically to the topic at hand").

Nor do the PBGC regulations contravene Section 1432(m)(1) by imposing conditions "on *employers*" rather than on plans, contra Pet. 25. The regulations plainly impose conditions on plans. They prescribe "procedures" that "must be followed" "[i]n determining unfunded vested benefits under" Section 1393(c), 29 C.F.R. 4262.16(g)(2), and ERISA assigns the determination of unfunded vested benefits and withdrawal liability to the plan and its actuary, see 29 U.S.C. 1382, 1393, 1399. The fact that the regulations may *affect* withdrawing employers' liability does not mean that they are not conditions on plans; after all, any "conditions" on SFA relating to "withdrawal liability," 29 U.S.C. 1432(m)(1), would likely have such an effect.

Petitioners further err in relying (Pet. 3, 9, 11, 28) on a single Senator's objections to the PBGC regulations and on Congress's nonenactment of a provision that would have excluded SFA from the unfunded-vested-benefits calculation for 15 years. Neither "*post hoc* observations by a single member of Congress," *Quern* v. *Mandley*, 436 U.S. 725, 736 n.10 (1978), nor "unsuccessful attempts at legislation," *Red Lion Broad. Co.* v. *FCC*, 395 U.S. 367, 381 n.11 (1969), carry significant weight in statutory interpretation. The court of appeals correctly upheld the regulations.

b. That decision does not warrant this Court's review. At the outset, petitioners' challenge to the no-receivable regulation is moot because they have withdrawn the petition with respect to the only plan, Central States, for which that regulation was relevant in this case. See pp. 7-8, *supra*. Petitioners have also forfeited their argument that the regulations are arbitrary and capricious, see Pet. App. 17a-20a, 32a, 60a-64a, having

not raised that issue in the petition. See *Stone* v. *Powell*, 428 U.S. 465, 481 n.15 (1976).

Petitioners are incorrect that the court of appeals' decision implicates a circuit conflict. No other circuit has addressed the validity of the regulations. While petitioners assert (Pet. 17-19) a conflict with *Board of Trustees of the Bakery Drivers Local 550 & Industry Pension Fund* v. *PBGC*, 136 F.4th 26 (2d Cir. 2025), cert. denied, No. 25-701 (May 18, 2026), that case involved a completely different question: whether a plan that terminated through mass withdrawal before 2020 is eligible for SFA under Section 1432(b)(1)(A). See Pet. at I, *Bakery Drivers*, *supra* (No. 25-701).

Petitioners' other asserted circuit conflicts (Pet. 19-21) are also illusory. The cited cases interpreting the term "may" and invalidating or upholding agency actions all involved statutes that are unrelated to the ones at issue here. See *Solar Energy Indus. Ass'n* v. *FERC*, 154 F.4th 863 (D.C. Cir. 2025); *V.O.S. Selections, Inc.* v. *Trump*, 149 F.4th 1312 (Fed. Cir. 2025) (en banc) (per curiam), aff'd *sub nom. Learning Res., Inc.* v. *Trump*, 146 S. Ct. 628 (2026); *In re MCP No. 185*, 124 F.4th 993 (6th Cir. 2025); *China Unicom (Americas) Operations Ltd.* v. *FCC*, 124 F.4th 1128 (9th Cir. 2024); *Restaurant Law Ctr.* v. *United States Dep't of Labor*, 120 F.4th 163 (5th Cir. 2024); *Yoo* v. *United States*, 43 F.4th 64 (2d Cir. 2022), cert. denied, 143 S. Ct. 576 (2023); *Brasil* v. *Secretary*, 28 F.4th 1189 (11th Cir. 2022) (per curiam); *Sheppard* v. *Riverview Nursing Ctr., Inc.*, 88 F.3d 1332 (4th Cir.), cert. denied, 519 U.S. 993 (1996). This Court does not grant certiorari to resolve such abstract and high-level supposed variations among lower-court decisions.

The practical importance of the first question presented is also limited. Highlighting Central States' size and the $35.8 billion it received in SFA funds, petitioners state that this case has "seismic" economic significance. Pet. 28; see Pet. 27, 29. That is incorrect, as suggested by the petition's abandonment of the major-questions-doctrine argument that petitioners had pressed below, see Pet. App. 21a-22a. The phase-in regulation, for example, has had decreasing significance with each passing year since its promulgation in 2022, because it requires plans to count increasing amounts of their SFA funds as plan assets for withdrawal liability. See 87 Fed. Reg. at 40,997 (noting that "the effect of the condition will lessen over time" and "[f]or a majority of plans that receive SFA, all SFA will be recognized as a plan asset for withdrawal liability purposes within 10 years"). And the money at issue in this case is not the amount of SFA the plans received, contra Pet. 27, 29, but rather the (far smaller) amount of withdrawal liability that Yellow owes to the plans.

As noted, pp. 7-8, *supra*, in light of Yellow's recent settlement with many of respondents, the petition has been withdrawn as to Central States and all but three of the other respondents. Because this is a bankruptcy case that comes to this Court in an interlocutory posture, moreover, it is not clear how much withdrawal liability the remaining plans might actually recover. See *National Football League* v. *Ninth Inning, Inc.*, 141 S. Ct. 56, 57 (2020) (statement of Kavanaugh, J., respecting the denial of certiorari) (a case's "interlocutory posture is a factor counseling against this Court's review"). But it appears that those amounts will be much smaller than what petitioners suggest is at stake. For instance, whereas one non-respondent plan filed a $54 million

claim for withdrawal liability, Bankr. Ct. Doc. 7818-1, at 3 (Oct. 21, 2025), the bankruptcy court rejected as too large a settlement that would have given that plan an allowed claim (not even an actual recovery) of $7.5 million, 2026 WL 908516, at *30-*31. See 676 B.R. 516, 541 ("The record in this case demonstrates that the value available to be distributed to creditors has declined sharply as the cases have dragged out."). The first question presented does not satisfy this Court's criteria for granting a writ of certiorari.

2. The second question presented likewise does not warrant further review.

a. The court of appeals correctly upheld Yellow's agreement with the Teamsters to pay withdrawal liability at the 100% rate despite having contributed to those plans at a 25% rate. Pet. App. 22a-25a. Petitioners contend (Pet. 33-35) that the agreement is unenforceable because it purportedly violated 29 U.S.C. 1391(c)(5)(A), which provides that a plan may adopt an "alternative method for determining an employer's allocable share of unfunded vested benefits" for purposes of withdrawal liability, "subject to the approval of the [PBGC] based on its determination that adoption of the method by the plan would not significantly increase the risk of loss to plan participants and beneficiaries or to the [PBGC]."

The PBGC has long maintained, however, that "an employer may, consistent with the requirements of Title IV of ERISA, contractually waive limitations on its withdrawal liability." Opinion Letter 89-8, 1989 WL 224526, at *2 (Oct. 19, 1989). That view is consistent with both common sense and the text of the statute, since an agreement to pay *more* withdrawal liability than would otherwise be required necessarily "would not significantly increase the risk of loss to plan participants and

beneficiaries or to the [PBGC]." 29 U.S.C. 1391(c)(5)(A). Because ERISA "establishes mandatory [withdrawal] liability, overriding contracts that allowed firms to withdraw with an effective transfer of unfunded liability to the federal Treasury," it "does not forbid employers from agreeing to pay extra money to a pension trust." *Artistic Carton Co.* v. *Paper Indus. Union-Mgmt. Pension Fund*, 971 F.2d 1346, 1353 (7th Cir. 1992) (Easterbrook, J.). For essentially the same reason, even if Yellow's agreement to pay withdrawal liability at the 100% rate had required PBGC approval, that approval would have been granted. See *FDA* v. *Wages & White Lion Invs., L.L.C.*, 604 U.S. 542, 588 (2025) (describing the application in the administrative-law context of "the 'rule of prejudicial error' applicable in ordinary civil litigation (also known as the harmless-error rule)"). There is "no convincing statutory case against holding Yellow to its end of the bargain." Pet. App. 25a.

b. Further review of the second question presented is unwarranted for additional reasons. Petitioners contend (Pet. 31) that the court of appeals "committed the same error as the D.C. Circuit" in *Trustees of the IAM National Pension Fund* v. *M & K Employee Solutions, LLC*, 92 F.4th 316 (2024), a case that was pending in this Court when the petition was filed. But the Court has now affirmed in that case, holding that the D.C. Circuit did not err. See *M & K Emp. Sols., LLC* v. *Trustees of the IAM Nat'l Pension Fund*, No. 23-1209 (May 21, 2026), slip op. 1-2. And the question presented in *M & K Employee Solutions*—whether the actuarial assumptions for withdrawal liability may be selected after the measurement date, see *id.* at 1—was entirely different from the question here, which does not involve actuarial assumptions or the timing of their selection. For those

reasons, there is also no basis for petitioners' alternative request (Pet. 4, 37-38) that the Court potentially grant the petition, vacate the judgment below, and remand in light of *M & K Employee Solutions*.

In addition, petitioners overstate the importance of the second question presented. They cite no other examples of agreements like Yellow's with the Teamsters. And although they claim (Pet. 36) that the decision below enables plans to "force employers to either accept such rules with their next collective-bargaining agreement or withdraw," this case does not involve any compulsion. Yellow voluntarily agreed to pay 100% withdrawal liability, and in the meantime got to contribute to the Teamsters plans at a much lower rate. See Pet. App. 12a, 22a-23a. Petitioners do not explain how such compulsion could occur in any event, given that, among other things, collective-bargaining agreements are negotiated agreements, and multiemployer plans are jointly run by employer and union trustees, see *Massaro* v. *Palladino*, 19 F.4th 197, 201 (2d Cir. 2021). See also Opinion Letter 89-8, 1989 WL 224526, at *2 (explaining that an employer may not be forced to pay extra withdrawal liability "except to the extent agreed to by that * * * employer").

CONCLUSION

The petition for a writ of certiorari should be denied.

Respectfully submitted.

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