No. 01-184

In the Supreme Court of the United States

BLUE DIAMOND COAL COMPANY, PETITIONER

v.

LARRY MASSANARI, ACTING COMMISSIONER OF SOCIAL SECURITY, ET AL.

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

BRIEF FOR THE FEDERAL RESPONDENT IN OPPOSITION

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QUESTION PRESENTED

The Coal Industry Retiree Health Benefit Act of 1992, 26 U.S.C. 9701 *et seq.*, obligated certain coal mine operators to finance the health-care benefits of retired miners who had formerly been their employees, through contributions to the United Mine Workers of America Combined Benefit Fund (Combined Fund). Petitioner made payments to the Combined Fund, and also brought a constitutional challenge to that statutory obligation, which was rejected by the lower federal courts. After final judgment was entered in petitioner's case, this Court held the statute unconstitutional as applied to a similarly situated litigant in *Eastern Enterprises* v. *Apfel*, 524 U.S. 498 (1998). In light of the *Eastern* decision, the Commissioner of Social Security voided petitioner's obligation to make payments to the Combined Fund prospectively. Petitioner then sought retroactive relief (including reimbursement of monies it had previously paid to the Combined Fund) by moving to reopen the final judgment rejecting its constitutional challenge under Federal Rule of Civil Procedure 60(b)(6).

The question presented is whether Rule 60(b)(6) authorized the district court to reopen its final judgment in light of the intervening decision in *Eastern Enterprises* in order to grant petitioner retroactive relief.

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OPINIONS BELOW

The opinion of the court of appeals (Pet. App. 1a-18a) is reported at 249 F.3d 519. The opinion of the district court vacating its prior judgment (Pet. App. 19a-29a) is unreported. The prior decision of the district court rejecting petitioner's constitutional claim on the merits (Pet. App. 30a-48a) is reported at 174 B.R. 722. The prior decision of the court of appeals rejecting that claim is reported at 79 F.3d 516. This Court's order denying certiorari is reported at 519 U.S. 1055.

JURISDICTION

The judgment of the court of appeals was entered on May 3, 2001. The petition for a writ of certiorari was filed on July 30, 2001. The jurisdiction of this Court is invoked under 28 U.S.C. 1254(1).

STATEMENT

1. Congress enacted the Coal Industry Retiree Health Benefit Act of 1992 (Coal Act or Act), 26 U.S.C. 9701 *et seq.*, in response to a crisis that threatened to deprive more than 100,000 retired coal miners and their dependents of promised lifetime health-care benefits. From 1950 until the enactment of the Coal Act, the health-care benefits of many retired coal miners were financed through multi-employer trusts established by collective bargaining agreements, known as National Bituminous Coal Wage Agreements (NBCWAs), between the United Mine Workers of America (UMWA) and the Bituminous Coal Operators Association (BCOA). The NBCWAs adopted in 1974 and afterwards provided that retired miners would receive health-care benefits for their entire lifetimes. See generally *Eastern Enters.* v. *Apfel*, 524 U.S. 498, 505-511 (1998) (plurality opinion).

In the 1980s and 1990s, the financial stability of the trusts established under the NBCWA system was seriously threatened. After extensive consideration of recommendations for ensuring that retired miners would receive lifetime health-care benefits, Congress enacted the Coal Act, which established the United Mine Workers of America Combined Benefit Fund (Combined Fund or Fund) as a private multi-employer health benefit plan. The Combined Fund provides health-care benefits to beneficiaries who, at the time of passage of the Act, were eligible to receive, and were

receiving, benefits from the preexisting trusts. See 26 U.S.C. 9702, 9703(f).

Under the Coal Act, financial responsibility for the health-care benefits of a retired miner and his dependents is assigned to a coal mine operator (known as a "signatory operator") that signed a NBCWA or similar agreement, employed the retired miner, and remains in business. See 26 U.S.C. 9701(c)(1), 9704, 9706(a). Although the Commissioner of Social Security (Commissioner) assigns eligible beneficiaries to signatory operators, the assigned operators thereafter pay their premiums directly to the Combined Fund.[1] The Commissioner makes assignments based on a review of employment records. 26 U.S.C. 9706(a). Assignments are made according to a three-tiered hierarchy:

First, the Commissioner must seek to assign a beneficiary to the "signatory operator" that remains "in business," signed a collective bargaining agreement with the UMWA in 1978 or later, and was the most recent signatory operator to employ the miner in the coal industry for at least two years. 26 U.S.C. 9706(a)(1).

Second, if an assignment of a particular beneficiary cannot be made under the first tier, the Commissioner must attempt to assign the beneficiary to the signatory operator that remains in business, signed a collective

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[1] Many references in the legislative record are to the Department of Health and Human Services, which at the time included the Social Security Administration. In 1995, the Social Security Administration became an independent agency within the Executive Branch, and the Commissioner of Social Security assumed the duties of the Secretary of Health and Human Services under the Coal Act. See Social Security Independence and Program Improvements Act of 1994, Pub. L. No. 103-296, § 108(h)(9)(A), 108 Stat. 1487.

bargaining agreement with the UMWA in 1978 or later, and was the most recent signatory operator to employ the miner in the coal industry for any period of time. 26 U.S.C. 9706(a)(2).

Third, if an assignment cannot be made under the first or second tier, the Commissioner must seek to assign the beneficiary to the signatory operator that remains in business and employed the miner in the coal industry for a longer period of time than any other signatory operator prior to the effective date of the 1978 collective bargaining agreement. 26 U.S.C. 9706(a)(3).

Finally, if an assignment cannot be made under any of the three tiers, then the beneficiary is considered "unassigned." In that event, the beneficiary's health-care benefits are financed with funds transferred from interest earned on the Department of the Interior's Abandoned Mine Land Reclamation Fund (AML Fund), 26 U.S.C. 9705(b), or, if that source of funds is exhausted or unavailable, from an additional premium assessed against all assigned signatory operators on a *pro rata* basis, 26 U.S.C. 9704(d).

2. Petitioner is a coal mining company located in Knoxville, Tennessee. Pet. App. 4a. Petitioner has been in the business of mining and selling bituminous coal since 1946. It initially employed UMWA labor and signed the NBCWAs that required employer contributions to multi-employer trusts financing miners' retirement and health-care benefits. In 1964, petitioner ceased employing union miners and terminated payments into the trusts. Since that time, it has continued to mine coal with non-union labor and has declined to participate in UMWA collective bargaining agreements. *Ibid.*; see also *In re Blue Diamond Coal Co.*,

79 F.3d 516, 520 (6th Cir. 1996), cert. denied, 519 U.S. 1055 (1987).

The Commissioner determined that financial responsibility for the health-care benefits of approximately 1,400 beneficiaries of the Combined Fund should be assigned to petitioner under the third tier of the Coal Act's assignment scheme. Pet. App. 4a. Petitioner challenged the constitutionality of those assignments in district court, contending that the Coal Act's imposition of premium obligations on it violated substantive due process and constituted an unconstitutional taking of its property without just compensation. Petitioner contended that the Coal Act's retroactive imposition of liability on it for lifetime health-care benefits was unconstitutional because, at the time it employed miners under the NBCWA system (before 1974), no agreement expressly promised those miners lifetime health-care benefits. Petitioner sought declaratory and equitable relief against the statute's application to it. The district court rejected that challenge in a final judgment entered on November 9, 1994. Pet. App. 32a-47a. The court of appeals affirmed, and this Court denied petitioner's petition for a writ of certiorari (which presented only the taking issue). *In re Blue Diamond Coal Co.*, 79 F.3d 516 (6th Cir. 1996), cert. denied, 519 U.S. 1055 (1997); see Pet. 9 n.6.

3. Subsequently, in *Eastern Enterprises* v. *Apfel*, 524 U.S. 498 (1998), this Court ruled that the Coal Act's provision for assignment of financial responsibility for retired coal miners' benefits under the third tier was unconstitutional in the case of a signatory operator that, like petitioner, did not sign a NBCWA in 1974 or later. The Court was divided as to its reasoning. Four Justices concluded that the assignment was an unconstitutional taking without compensation. See *id.* at 504

(plurality opinion). Justice Kennedy concluded that the Coal Act's provision for assignment of financial liability was not an unconstitutional taking—a conclusion with which the four Justices in the dissent agreed (see *id.* at 554 (Breyer, J., dissenting)—but that the provision violated substantive due process as applied to the coal mine operator before the Court. See *id.* at 539 (opinion of Kennedy, J., concurring in the judgment and dissenting in part).

In response to the *Eastern Enterprises* decision, the Commissioner determined that the assignments of miners previously made to petitioner were "void," and informed petitioner that it was relieved of any further obligation to pay premiums to the Combined Fund based on those assignments. See C.A. App. 63. The Commissioner did not, however, address premium payments petitioner had already made to the Combined Fund in accordance with the final judgment that had sustained the validity of the Coal Act assignments.

4. In an effort to recover payments that it made to the Combined Fund before the *Eastern Enterprises* decision, petitioner moved in the district court for relief from the final judgment under Federal Rule of Civil Procedure 60(b)(6).[2] The district court granted the motion, vacated its final judgment, and restored the case to its active docket for further proceedings. Pet. App. 21a-29a.

Although the district court acknowledged "the chaos that would ensue if otherwise final judgments were reopened every time there was a change in the judicial

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[2] Rule 60(b) provides, in pertinent part: "On motion and upon such terms as are just, the court may relieve a party * * * from a final judgment * * * for * * * (6) any other reason justifying relief from the operation of the judgment."

view of applicable law," it found that concern inapplicable here because (it stated) "there was no controlling judicial interpretation of the challenged provision" at the time it had entered its final judgment. Pet. App. 26a. The court noted that some courts have granted relief from a final judgment when the failure to do so would result in divergent judgments arising out of the same accident or contractual transaction. *Id.* at 27a. It reasoned that the imposition of Coal Act liability under the third tier of the statutory assignment scheme on companies that had not signed an NBCWA in 1974 or later could be regarded as a single transaction requiring similar uniformity in court judgments. *Id.* at 27a-28a. The court also stated that it would be unfair to allow the final judgment to stand in light of the facts that petitioner had made $14 million in payments to the Combined Fund before the *Eastern Enterprises* decision, similarly situated companies had declined to pay the Combined Fund and had thus avoided liability, and the Coal Act in certain other circumstances directs the Combined Fund to repay premiums paid under certain assignments that are later determined to be erroneous. *Id.* at 28a.

5. On appeal pursuant to 28 U.S.C. 1292(b), the court of appeals reversed. The court concluded that this Court's decision in *Eastern Enterprises* did not provide a reason for retrospectively vacating the final judgment establishing petitioner's liability to the Combined Fund for the period before that decision. Pet. App. 1a-18a.

The court observed, first, that a change in decisional law ordinarily is not regarded as a sufficient circumstance to warrant relief from a final judgment under Rule 60(b)(6), even when the statute on which the final judgment rested is subsequently held to be unconstitutional. Pet. App. 8a. The court then rejected

the submission that petitioner's situation is similar to other cases in which courts have granted relief from final judgments in order to harmonize divergent judgments arising out of the "same transaction." *Id.* at 9a-11a. The court noted that several of those cases turned on a special concern about diversity jurisdiction, namely, that the federal courts' application of state law should be consistent with state court rulings in litigation arising out of the same transaction. *Id.* at 11a. It also stressed that, in any event, those cases "involve transactions with a much tighter nexus of common activity, common rights, and common liability than a law passed by Congress to regulate the payment of medical health benefits to the retirees of an entire industry." *Ibid.* Although the court observed that third-tier Coal Act assignments to companies that employed UMWA miners only before 1974 do "define a fixed and identifiable universe of affected parties," nonetheless "the nature and extent of the liability" imposed on such companies "varies with each particular company's involvement with the several health benefit funds which preceded the Combined Fund," *ibid.*, which in turn was "established over the course of several decades in a series of discrete and separate collective bargaining negotiations." *Id.* at 12a. Thus, the court concluded, third-tier liability under the Coal Act "is not a common transaction similar to a car accident or a shareholders agreement" that would warrant relief from final judgment in order to harmonize divergent judgments. *Id.* at 13a.

The court also concluded that the amount of money that petitioner had paid under the prior judgment was not by itself a sufficient basis for granting relief from judgment. Pet. App. 15a-16a. The court noted that it had previously held that a duty to pay money under a

judgment is not an excessive burden or hardship of the sort that warrants relief under Rule 60(b)(6), and that it would be difficult to establish rules for determining the amount of monetary liability that might justify relief. *Ibid.*

Finally, the court stated that the Combined Fund had substantial reliance interests in the final judgment that militated against granting relief. Pet. App. 16a-17a. The court noted that four years had elapsed between the district court's prior judgment and its subsequent grant of post-judgment relief, and that the Combined Fund had in the interim used the premiums that petitioner had paid under the prior judgment to cover the health benefits of numerous retirees. *Id.* at 17a. "Given the public policy in favor of the finality of judgment[s], and the length of time between final judgment and Rule 60(b)(6) relief," the court concluded, "equity clearly favors adhering to the district court's final judgment." *Ibid.*

ARGUMENT

The decision of the court of appeals is correct and does not conflict with any decision of this Court or any other court of appeals. The decision properly applies the well-settled rule that a change in decisional law ordinarily does not, without more, warrant relief from a final judgment under Rule 60(b)(6). In addition, significant reliance interests in this case flowing from the final judgment weigh against reopening of the judgment. Further review is therefore not warranted.

1. a. Rule 60(b)(6) grants federal courts authority to relieve a party from a final judgment "upon such terms as are just, provided that the motion is made within a reasonable time." *Liljeberg* v. *Health Servs. Acquisition Corp.*, 486 U.S. 847, 863 (1988). Rule 60(b)(6) rec-

ognizes the courts' authority to grant relief from judgment for reasons not specified in other clauses of Rule 60(b) (such as fraud or mistake). Rule 60(b)(6) does not, however, afford a district court unbridled authority to disturb the finality of prior judgments or to unsettle the expectations of those who have relied on them. See, *e.g.*, *Ackermann* v. *United States*, 340 U.S. 193, 198-200 (1950). To the contrary, the courts' discretion to set aside a prior judgment under Rule 60(b)(6) is circumscribed by the strong public policy favoring finality of judgments and termination of litigation. Cf. *Federated Dep't Stores, Inc.* v. *Moitie*, 452 U.S. 394, 401 (1981) ("Public policy dictates that there be an end of litigation; that those who have contested an issue shall be bound by the result of the contest, and that matters once tried shall be considered forever settled as between the parties."). Accordingly, this Court has made clear that, when a litigant does not have a basis for seeking relief from a judgment because of fraud, mistake, or one of the other grounds specifically enumerated in Rule 60(b), a court may authorize relief under Rule 60(b)(6) only in "extraordinary circumstances." *Liljeberg*, 486 U.S. at 863-864; see *Ackermann*, 340 U.S. at 200.

The court of appeals correctly concluded in this case that this Court's decision in *Eastern Enterprises* was not an "extraordinary circumstance[]" warranting vacatur of the final judgment that had definitively determined that petitioner was liable in past years to make contributions to the Combined Fund. Although this Court's decision in *Eastern Enterprises* established that the lower courts' previous resolution of petitioner's constitutional claims had been incorrect, that point by itself does not justify reopening this litigation. Lower courts often reach divergent results about legal issues

before they are definitively settled by this Court, and yet the Court has never suggested that long-terminated litigation should be revived merely because some lower courts had resolved those cases based on what was later revealed to be an erroneous view of the law. To the contrary, the Court has made clear that "[i]ntervening developments in the law by themselves rarely constitute the extraordinary circumstances required for relief under Rule 60(b)(6)." *Agostini* v. *Felton*, 521 U.S. 203, 239 (1997). That is especially so with respect to a final judgment that disposes of monetary claims based on past conduct or liability. See *Miller* v. *French*, 530 U.S. 327, 343-345 (2000).

Consistent with that principle, the great weight of authority in the courts of appeals holds that a change in decisional law (including decisions of this Court) casting doubt on the law on which a final judgment was predicated is not by itself an "extraordinary circumstance[]" warranting relief from judgment under Rule 60(b)(6). See *Bailey* v. *Ryan Stevedoring Co.*, 894 F.2d 157 (5th Cir.) (this Court's decision construing attorney's-fee statutes did not warrant reopening final judgment denying fees to plaintiff in employment-discrimination case based on arguably incorrect view of the law), cert. denied, 498 U.S. 829 (1990); *Travelers Indem. Co.* v. *Sarkisian*, 794 F.2d 754, 756-757 (2d Cir.) (this Court's decision construing RICO statute did not warrant reopening final judgment predicated on contrary view), cert. denied, 479 U.S. 885 (1986); *Marshall* v. *Board of Educ.*, 575 F.2d 417, 425 (3d Cir. 1978) (this Court's decision in *National League of Cities* v. *Usery*, 426 U.S. 833 (1976), did not justify reopening final judgment holding school board liable for overtime in past years); *Collins* v. *City of Wichita*, 254 F.2d 837, 839 (10th Cir. 1958) (this Court's decision invalidating Kansas statute

relating to condemnation proceedings did not warrant reopening final judgment upholding statute against challenge brought by different party); *Berryhill* v. *United States*, 199 F.2d 217, 218-219 (6th Cir. 1952) (this Court's decision construing National Service Life Insurance Act did not warrant reopening final judgment arguably predicated on contrary view); see also *Cincinnati Ins. Co.* v. *Flanders Elec. Motor Serv., Inc.*, 131 F.3d 625, 628-630 (7th Cir. 1997) (subsequent change in state courts' decisional law does not warrant reopening of final judgment by federal court sitting in diversity); *Batts* v. *Tow-Motor Forklift Co.*, 66 F.3d 743, 748-749 (5th Cir. 1995) (same), cert. denied, 517 U.S. 1221 (1996); *DeWeerth* v. *Baldinger*, 38 F.3d 1266, 1272-1273 (2d Cir.) (same), cert. denied, 513 U.S. 1001 (1994); *Dowell* v. *State Farm Fire & Cas. Auto. Ins. Co.*, 993 F.2d 46, 48 (4th Cir. 1993) (same); *Biggins* v. *Hazen Paper Co.*, 111 F.3d 205, 211 (1st Cir.) (change in state law did not warrant reopening state-law contract claim), cert. denied, 522 U.S. 952 (1997).

b. Petitioner argues (Pet. 10, 13-14) that a different result is warranted when this Court issues a constitutional ruling that casts doubt on a lower court decision that had rested on a contrary view of the Constitution. Neither this Court nor the lower courts, however, have recognized any "constitutional law" exception to the principles of finality underlying Rule 60(b). Cf. *Moitie*, 452 U.S. at 400-401 (rejecting "public policy" exception to res judicata); *Chicot County Drainage Dist.* v. *Baxter State Bank*, 308 U.S. 371, 374 (1940) (rejecting contention that final judgment based on unconstitutional law could not be res judicata). Indeed, this Court's observation in *Agostini* that a change in decisional law ordinarily will not warrant relief from final judgment was made in a constitutional case involving the Estab-

lishment Clause. The Third Circuit's decision in *Marshall* v. *Board of Education*, *supra*, and the Tenth Circuit's decision in *Collins* v. *City of Wichita*, *supra*, expressly declined to reopen final judgments based on subsequent constitutional decisions of this Court. And all the other lower courts that have addressed the precise issue presented by this case have agreed that this Court's decision in *Eastern Enterprises* did not warrant reopening final judgments to relieve coal operators retroactively from their obligations to the Combined Fund in past years.[3]

Petitioner maintains (Pet. 13), however, that, once this Court declares a statute unconstitutional, the statute is stripped of all legal effect, both before and after the Court's decision. But in *Chicot County Drainage District*, this Court rejected that basis for the very similar contention that a judgment based on an unconstitutional law could not be res judicata:

> [S]uch broad statements as to the effect of a determination of unconstitutionality must be taken with qualifications. The actual existence of a statute, prior to such a determination, is an operative fact and may have consequences which cannot justly be ignored. The past cannot always be erased by a new judicial declaration.

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[3] See *Holland* v. *Virginia Lee Co.*, 188 F.R.D. 241 (W.D. Va. 1999); *Coltec Indus., Inc.* v. *Hobgood*, 184 F.R.D. 60 (W.D. Pa. 1999), appeals pending, Nos. 00-2458 & 00-4385 (3d Cir. argued Sept. 19, 2001); *Lindsey Coal Mining Co. Liquidating Trust* v. *Apfel*, No. 94-143 (W.D. Pa. Aug. 4, 1999) (Resp. UMWA Combined Fund Br. in Opp. App. 1a-3a); *Templeton Coal Co.* v. *Apfel*, No. TH-93-158-C-T/H (S.D. Ind. Nov. 17, 1999) (Resp. UMWA Combined Fund Br. in Opp. App. 4a-32a).

308 U.S. at 374. Indeed, petitioner acknowledges in passing (Pet. 13) that its assertion that the unconstitutional application of the Coal Act can have no legal effect is subject to the important exception for those "effects that may be protected by procedural barriers such as statutes of limitation or final judgments." This case, of course, involves precisely the effect of a final judgment, and so any broad assertion that a declaration of a statute's unconstitutionality must be applied fully retroactively does not apply here. See *James B. Beam Distilling Co.* v. *Georgia*, 501 U.S. 529, 541 (1991) (opinion of Souter, J.) ("Of course, retroactivity in civil cases must be limited by the need for finality * * * ; once suit is barred by res judicata or by statutes of limitation or repose, a new rule cannot reopen the door already closed.") (citation omitted).

c. Petitioner also contends (Pet. 7-8) that this case is governed by a narrow line of cases in which the courts have reopened a final judgment denying relief to a party when a subsequent decision of another court allowed relief to another party in a separate case arising out of the same transaction. See *Gondeck* v. *Pan American World Airways, Inc.*, 382 U.S. 25 (1965) (per curiam) (claims arising out of same automobile accident); *Pierce* v. *Cook & Co.*, 518 F.2d 720 (10th Cir. 1975) (en banc) (similar), cert. denied, 423 U.S. 1079 (1976); *First Am. Nat'l Bank* v. *Bonded Elevator, Inc.*, 111 F.R.D. 74 (W.D. Ky. 1986) (claims arising out of same promissory note); *Norman* v. *Nichiro Gyogyo Kaisha, Ltd.*, 761 P.2d 713 (Alaska 1988) (same corporate action allegedly breaching same shareholder agreement). As the court of appeals explained (Pet. App. 11a), those cases are inapposite here because they involve "transactions with a much tighter nexus of common activity, common rights, and common liability

than a law passed by Congress to regulate the payment of medical health benefits to the retirees of an entire industry." Those decisions indicate that matters of happenstance (such as the timing or forum of litigation) in different cases arising out of the same incident ordinarily should not lead to the application of a different substantive legal rule. See *Pierce*, 518 F.2d at 723 (noting that the plaintiffs in that case "were forced into federal court by [the defendant's] removal of their state court actions on diversity grounds"). But the same principle has no application to broad-based constitutional challenges to an Act of Congress, such as the Coal Act, that applies to and establishes the liability of a large number of entities. In that circumstance, it is to be expected that the application and validity of the law will be tested by different cases across the country, and the possibility that courts may reach divergent results is simply an inevitable consequence of that fact.[4]

Adams v. *Merrill Lynch Pierce Fenner and Smith*, 888 F.2d 696 (10th Cir. 1989), though not involving divergent judgments arising out of the same transaction or contractual relationship, is not to the contrary. In

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[4] Petitioner argues (Pet. 6-7) that it should not be penalized for being one of the first entities to bring a constitutional challenge to a law that was eventually held unconstitutional. But as Justice Souter observed in *James B. Beam*, "independent interests" in finality counsel against applying a constitutional decision to "those who had toiled and failed, but whose claims are now precluded by res judicata." 501 U.S. at 542 (opinion of Souter, J.). Although such litigants may claim that they are not being treated equally with those who had not brought unsuccessful litigation earlier but who nonetheless stand to benefit from the Court's constitutional ruling, "[f]inality must * * * delimit equality in a temporal sense, and we must accept as a fact that the argument for uniformity loses force over time." *Ibid.*

that case, the district court initially held that a contract clause requiring arbitration of disputes concerning securities transactions could not validly compel arbitration of federal securities-law claims. Subsequently, in *Shearson/American Express, Inc.* v. *McMahon*, 482 U.S. 220 (1987), this Court ruled that a similar contract clause compelling arbitration of the same kinds of federal securities-law claims was valid and enforceable. The district court then granted relief from judgment in light of *Shearson* and directed arbitration, and the court of appeals affirmed. *Adams*, 888 F.2d at 702. *Adams* was unusual, however, in that (unlike this case) the initial order in that case merely denied a request to compel arbitration and thus did not entail a final judgment on the merits of the dispute between the parties. *Adams* thus did not implicate the interests of finality and repose that generally flow from entry of a final judgment that terminates a dispute between litigants.[5]

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[5] The court of appeals stated in *Adams* that, "[i]n this circuit, a change in relevant case law by the United States Supreme Court warrants relief under Fed.R.Civ.P. 60(b)(6)." 888 F.2d at 702. For that proposition, however, the *Adams* court cited the Tenth Circuit's earlier decision in *Pierce*, which (as explained above) involved the narrow "same accident" exception. Moreover, *Adams* did not suggest that the Tenth Circuit had overruled its earlier decision in *Collins*, which had declined to reopen a final judgment notwithstanding a subsequent, contrary constitutional decision of this Court. Indeed, the Tenth Circuit in *Pierce* distinguished *Collins* on the ground that, in *Collins*, "the decisional change came in an unrelated case" (518 F.2d at 723), precisely the circumstance here. *Collins* thus remains good law in the Tenth Circuit and would govern this case in that circuit. Against the background of *Pierce* and *Collins*, the court's statement in *Adams* that a change in law by this Court warrants reopening a final judgment should not be taken to mean more than such a decision *may* warrant relief

2. The court of appeals also correctly concluded (Pet. App. 16a-18a) that significant reliance interests weigh heavily against the reopening of the final judgment in this case under Rule 60(b)(6). Petitioner paid more than $14 million in premium payments to the Combined Fund pursuant to the prior judgment in this case. Pet. App. 6a. The Coal Act requires the Combined Fund to use "all available plan resources" to ensure that health-care benefits, to the maximum extent feasible, are substantially the same as benefits provided under the pre-Coal Act benefit plans. See 26 U.S.C. 9703(b)(1). Consequently, as the court of appeals stated (Pet. App. 7a), the Combined Fund has already used all the payments required by the prior judgment in this case to provide benefits to coal mine retirees and their dependents.

Permitting petitioner to reopen the final judgment in order to seek recovery of those revenues from the Combined Fund would create further uncertainty in the fiscal administration of the health benefits mandated by the Coal Act and would interfere with the settled expectations of the Combined Fund, its beneficiaries, the government, and other parties affected by the statute. The Combined Fund would have to look to some other source to make up the shortfall—either to further transfers from interest earned on the government's AML Fund, if such interest remains available, or to *pro rata* contributions required from the other signatory operators whose former employees are beneficiaries of the Combined Fund. See p. 4, *supra*. The government and other signatory operators, however, were entitled to make plans for their resources based

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from judgment *if* there are other, extraordinary circumstances present.

on the assumption that the final judgment in this case had definitively determined that the Combined Fund was entitled to disburse the money that petitioner had previously paid to it. That is exactly the kind of reliance interest that is protected by the principles of finality in Rule 60(b).[6]

CONCLUSION

The petition for a writ of certiorari should be denied.

Respectfully submitted.

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[6] Petitioner has not, however, been wholly denied the benefits of this Court's ruling in *Eastern Enterprises*. As petitioner acknowledges (Pet. 3), the Commissioner voided petitioner's assignments after *Eastern Enterprises*, thereby relieving petitioner of prospective premium obligations under the statute. Moreover, Congress enacted legislation that refunded to petitioner (and to other similarly situated parties) a portion of the premiums it paid under Coal Act provisions, that, though sustained by prior final judgments, were later held unconstitutional by *Eastern Enterprises*. See Department of the Interior and Related Agencies Appropriations Acts, 2001, Pub. L. No. 106-291, § 701(a)(2), 114 Stat. 1024. Petitioner has received approximately $1.4 million pursuant to that legislation. See Pet. 4 n.2.