

Opinion of the Court

NOTICE: This opinion is subject to formal revision before publication in the preliminary print of the United States Reports. Readers are requested to notify the Reporter of Decisions, Supreme Court of the United States, Washington, D. C. 20543, of any typographical or other formal errors, in order that corrections may be made before the preliminary print goes to press.

SUPREME COURT OF THE UNITED STATES

No. 99–1786

GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY, ET AL., PETITIONERS *v.* JANETTE KNUDSON AND ERIC KNUDSON

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT

[January 8, 2002]

JUSTICE SCALIA delivered the opinion of the Court.

The question presented is whether §502(a)(3) of the Employee Retirement Income Security Act of 1974 (ERISA), 88 Stat. 891, 29 U. S. C. §1132(a)(3) (1994 ed.), authorizes this action by petitioners to enforce a reimbursement provision of an ERISA plan.

I

Respondent Janette Knudson was rendered quadriplegic by a car accident in June 1992. Because her then-husband, respondent Eric Knudson, was employed by petitioner Earth Systems, Inc., Janette was covered by the Health and Welfare Plan for Employees and Dependents of Earth Systems, Inc. (Plan). The Plan covered \$411,157.11 of Janette’s medical expenses, of which all except \$75,000 was paid by petitioner Great-West Life & Annuity Insurance Co. pursuant to a “stop-loss” insurance agreement with the Plan.

The Plan includes a reimbursement provision that is the basis for the present lawsuit. This provides that the Plan shall have “the right to recover from the [beneficiary] any

Opinion of the Court

payment for benefits” paid by the Plan that the beneficiary is entitled to recover from a third party. App. 58. Specifically, the Plan has “a first lien upon any recovery, whether by settlement, judgment or otherwise,” that the beneficiary receives from the third party, not to exceed “the amount of benefits paid [by the Plan] . . . [or] the amount received by the [beneficiary] for such medical treatment” *Id.*, at 58–59. If the beneficiary recovers from a third party and fails to reimburse the Plan, “then he will be personally liable to [the Plan] . . . up to the amount of the first lien.” *Id.*, at 59. Pursuant to an agreement between the Plan and Great-West, the Plan “assign[ed] to Great-West all of its rights to make, litigate, negotiate, settle, compromise, release or waive” any claim under the reimbursement provision. *Id.*, at 45.

In late 1993, the Knudsons filed a tort action in California state court seeking to recover from Hyundai Motor Company, the manufacturer of the car they were riding in at the time of the accident, and other alleged tortfeasors. The parties to that action negotiated a \$650,000 settlement, a notice of which was mailed to Great-West. This allocated \$256,745.30 to a Special Needs Trust under Cal. Prob. Code Ann. §3611 (West 1991 and Supp. 1993) to provide for Janette’s medical care; \$373,426 to attorney’s fees and costs; \$5,000 to reimburse the California Medicaid program (Medi-Cal); and \$13,828.70 (the portion of the settlement attributable to past medical expenses) to satisfy Great-West’s claim under the reimbursement provision of the Plan.

The day before the hearing scheduled for judicial approval of the settlement, Great-West, calling itself a defendant and asserting that the state-court action involved federal claims related to ERISA, filed in the United States District Court for the Central District of California a notice of removal pursuant to 28 U. S. C. §1441 (1994 ed.). That court concluded that Great-West was not a defendant

Opinion of the Court

and could not remove the case, and therefore remanded to the state court, which approved the settlement. The state court's order provided that the defendants would pay the settlement amount allocated to the Special Needs Trust directly to the trust, and the remaining amounts to respondents' attorney, who, in turn, would tender checks to Medi-Cal and Great-West.

Great-West, however, never cashed the check it received from respondents' attorney. Instead, at the same time that Great-West sought to remove the state-law tort action, it filed this action in the same federal court (the United States District Court for the Central District of California), seeking injunctive and declaratory relief under §502(a)(3) to enforce the reimbursement provision of the Plan by requiring the Knudsons to pay the Plan \$411,157.11 of any proceeds recovered from third parties. Great-West subsequently filed an amended complaint adding Earth Systems and the Plan as plaintiffs and seeking a temporary restraining order against continuation of the state-court proceedings for approval of the settlement. The District Court denied the temporary restraining order, a ruling that petitioners did not appeal. After the state court approved the settlement and the money was disbursed, the District Court granted summary judgment to the Knudsons. It held that the language of the Plan limited its right of reimbursement to the amount received by respondents from third parties *for past medical treatment*, an amount that the state court determined was \$13,828.70. The United States Court of Appeals for the Ninth Circuit affirmed on different grounds. Judgt. order reported at 208 F. 3d 221 (2000). Citing *FMC Medical Plan v. Owens*, 122 F. 3d 1258 (CA9 1997), it held that judicially decreed reimbursement for payments made to a beneficiary of an insurance plan by a third party is not equitable relief and is therefore not authorized by §502(a)(3). We granted certiorari. 531 U. S.

Opinion of the Court

1124 (2001).

II

We have observed repeatedly that ERISA is a “‘comprehensive and reticulated statute,’ the product of a decade of congressional study of the Nation’s private employee benefit system.” *Mertens v. Hewitt Associates*, 508 U. S. 248, 251 (1993) (quoting *Nachman Corp. v. Pension Benefit Guaranty Corporation*, 446 U. S. 359, 361 (1980)). We have therefore been especially “reluctant to tamper with [the] enforcement scheme” embodied in the statute by extending remedies not specifically authorized by its text. *Massachusetts Mut. Life Ins. Co. v. Russell*, 473 U. S. 134, 147 (1985). Indeed, we have noted that ERISA’s “carefully crafted and detailed enforcement scheme provides ‘strong evidence that Congress did *not* intend to authorize other remedies that it simply forgot to incorporate expressly.’” *Mertens, supra*, at 254 (quoting *Russell, supra*, at 146–147).

Section 502(a)(3) authorizes a civil action:

“by a participant, beneficiary, or fiduciary (A) to enjoin any act or practice which violates . . . the terms of the plan, or (B) to obtain other appropriate equitable relief (i) to redress such violations or (ii) to enforce any provisions of . . . the terms of the plan.” 29 U. S. C. §1132(a)(3) (1994 ed.).

As we explained in *Mertens*, “[e]quitable’ relief must mean *something* less than *all* relief.” 508 U. S., at 258, n. 8. Thus, in *Mertens* we rejected a reading of the statute that would extend the relief obtainable under §502(a)(3) to whatever relief a court of equity is empowered to provide in the particular case at issue (which could include legal remedies that would otherwise be beyond the scope of the equity court’s authority). Such a reading, we said, would “limit the relief *not at all*” and “render the modifier [‘equi-

Opinion of the Court

table] superfluous.” *Id.*, at 257–258. Instead, we held that the term “equitable relief” in §502(a)(3) must refer to “those categories of relief that were *typically* available in equity . . .” *Id.*, at 256.

Here, petitioners seek, in essence, to impose personal liability on respondents for a contractual obligation to pay money—relief that was not typically available in equity. “A claim for money due and owing under a contract is ‘quintessentially an action at law.’” *Wal-Mart Stores, Inc. v. Wells*, 213 F. 3d 398, 401 (CA7 2000) (Posner, J.). “Almost invariably . . . suits seeking (whether by judgment, injunction, or declaration) to compel the defendant to pay a sum of money to the plaintiff are suits for ‘money damages,’ as that phrase has traditionally been applied, since they seek no more than compensation for loss resulting from the defendant’s breach of legal duty.” *Bowen v. Massachusetts*, 487 U. S. 879, 918–919 (1988) (SCALIA, J., dissenting). And “[m]oney damages are, of course, the classic form of *legal* relief.” *Mertens, supra*, at 255.

Nevertheless, petitioners, along with their *amicus* the United States, struggle to characterize the relief sought as “equitable” under the standard set by *Mertens*. We are not persuaded.

A

First, petitioners argue that they are entitled to relief under §502(a)(3)(A) because they seek “to enjoin a[n] act or practice”—respondents’ failure to reimburse the Plan—“which violates . . . the terms of the plan.” But an injunction to compel the payment of money past due under a contract, or specific performance of a past due monetary obligation, was not typically available in equity.¹ See, *e.g.*,

¹At oral argument, petitioners’ counsel argued that the injunction specifically authorized by §502(a)(3)(A) need not be a form of equitable relief. Petitioners’ brief, however, conceded that the reference in

Opinion of the Court

3 Restatement (Second) of Contracts §359 (1979); 3 Dobbs §12.8(2), at 199; 5A A. Corbin, Contracts §1142, p. 119 (1964) (hereinafter Corbin). Those rare cases in which a court of equity would decree specific performance of a contract to transfer funds were suits that, unlike the present case, sought to prevent future losses that were either incalculable or would be greater than the sum awarded. For example, specific performance might be available to enforce an agreement to lend money “when the unavailability of alternative financing would leave the plaintiff with injuries that are difficult to value; or to enforce an obligor’s duty to make future monthly payments, after the obligor had consistently refused to make past payments concededly due, and thus threatened the obligee with the burden of bringing multiple damages actions.” *Bowen, supra*, at 918 (SCALIA, J., dissenting). See also 3 Dobbs §12.8(2), at 200; 5A Corbin §1142, at 117–118. Typically, however, specific performance of a contract to pay money was not available in equity.

Bowen v. Massachusetts, supra, upon which petitioners rely, is not to the contrary. We held in *Bowen* that the provision of the Administrative Procedure Act that pre-

§502(a)(3)(B) to “*other* appropriate equitable relief” suggests that the relief authorized in §502(a)(3)(A) “to enjoin any act or practice which violates . . . the terms of [a] plan” is, itself, “appropriate *equitable* relief.” See Brief for Petitioners 15, n. 6 (emphasis added). In any event, injunction is inherently an equitable remedy, see, *e.g.*, *Reich v. Continental Casualty Co.*, 33 F. 3d 754, 756 (CA7 1994); 1 D. Dobbs, *Law of Remedies* §1.2, p. 11 (2d ed. 1993) (hereinafter Dobbs), and statutory reference to that remedy must, absent other indication, be deemed to contain the limitations upon its availability that equity typically imposes. Without this rule of construction, a statutory limitation to injunctive relief would be meaningless, since any claim for legal relief can, with lawyerly inventiveness, be phrased in terms of an injunction. Here, of course, there is not only no contrary indication, but the positive indication in paragraph (B) that the injunction referred to in paragraph (A) is an equitable injunction.

Opinion of the Court

cludes actions seeking “money damages” against federal agencies, 5 U. S. C. §702, does not bar a State from seeking specific relief to obtain money to which it claims entitlement under the federal Medicaid statute, 42 U. S. C. §1396b(d) (1994 ed. and Supp. V). *Bowen* “did not turn on distinctions between ‘equitable’ actions and other actions . . . but rather [on] what Congress meant by ‘other than money damages’” in the Administrative Procedure Act. *Department of Army v. Blue Fox, Inc.*, 525 U. S. 255, 261 (1999). Furthermore, *Bowen*, unlike petitioners’ claim, did not deal with specific performance of a *contractual* obligation to pay *past* due sums. Rather, Massachusetts claimed that the Federal Government not only failed to reimburse it for past expenses pursuant to a statutory obligation, but that the method the Federal Government used to calculate reimbursements would lead to underpayments in the future. Thus, the suit was not merely for past due sums, but for an injunction to correct the method of calculating payments going forward. *Bowen, supra*, at 889. *Bowen* has no bearing on the unavailability of an injunction to enforce a contractual obligation to pay money past due.

B

Second, petitioners argue that their suit is authorized by §502(a)(3)(B) because they seek restitution, which they characterize as a form of equitable relief. However, not all relief falling under the rubric of restitution is available in equity. In the days of the divided bench, restitution was available in certain cases at law, and in certain others in equity. See, e.g., 1 *Dobbs* §1.2, at 11; *id.*, §4.1(1), at 556; *id.*, §4.1(3), at 564–565; *id.*, §§4.2–4.3, at 570–624; 5 *Corbin* §1102, at 550; Muir, *ERISA Remedies: Chimera or Congressional Compromise?*, 81 *Iowa L. Rev.* 1, 36–37 (1995); Redish, *Seventh Amendment Right to Jury Trial: A Study in the Irrationality of Rational Decision Making*, 70 *Nw. U. L. Rev.* 486, 528 (1975). Thus, “restitution is a

Opinion of the Court

legal remedy when ordered in a case at law and an equitable remedy . . . when ordered in an equity case,” and whether it is legal or equitable depends on “the basis for [the plaintiff’s] claim” and the nature of the underlying remedies sought. *Reich v. Continental Casualty Co.*, 33 F. 3d 754, 756 (CA7 1994) (Posner, J.).

In cases in which the plaintiff “could *not* assert title or right to possession of particular property, but in which nevertheless he might be able to show just grounds for recovering money to pay for some benefit the defendant had received from him,” the plaintiff had a right to restitution *at law* through an action derived from the common law writ of assumpsit. 1 Dobbs §4.2(1), at 571. See also Muir, *supra*, at 37. In such cases, the plaintiff’s claim was considered legal because he sought “to obtain a judgment imposing a merely personal liability upon the defendant to pay a sum of money.” Restatement of Restitution §160, Comment *a*, pp. 641–642 (1936). Such claims were viewed essentially as actions at law for breach of contract (whether the contract was actual or implied).

In contrast, a plaintiff could seek restitution *in equity*, ordinarily in the form of a constructive trust or an equitable lien, where money or property identified as belonging in good conscience to the plaintiff could clearly be traced to particular funds or property in the defendant’s possession. See 1 Dobbs §4.3(1), at 587–588; Restatement of Restitution, *supra*, §160, Comment *a*, at 641–642; 1 G. Palmer, Law of Restitution §1.4, p. 17; §3.7, p. 262 (1978). A court of equity could then order a defendant to transfer title (in the case of the constructive trust) or to give a security interest (in the case of the equitable lien) to a plaintiff who was, in the eyes of equity, the true owner. But where “the property [sought to be recovered] or its proceeds have been dissipated so that no product remains, [the plaintiff’s] claim is only that of a general creditor,” and the plaintiff “cannot enforce a constructive trust of or an equitable lien

Opinion of the Court

upon other property of the [defendant].” Restatement of Restitution, *supra*, §215, Comment *a*, at 867. Thus, for restitution to lie in equity, the action generally must seek not to impose personal liability on the defendant, but to restore to the plaintiff particular funds or property in the defendant’s possession.²

Here, the funds to which petitioners claim an entitlement under the Plan’s reimbursement provision—the proceeds from the settlement of respondents’ tort action—are not in respondents’ possession. As the order of the state court approving the settlement makes clear, the disbursements from the settlement were paid by two checks, one made payable to the Special Needs Trust and the other to respondents’ attorney (who, after deducting his own fees and costs, placed the remaining funds in a client trust account from which he tendered checks to respondents’ other creditors, Great-West and Medi-Cal). The basis for petitioners’ claim is not that respondents hold particular funds that, in good conscience, belong to petitioners, but that petitioners are contractually entitled to *some* funds for benefits that they conferred. The kind of restitution that petitioners seek, therefore, is not equitable—the imposition of a constructive trust or equitable lien on particular property—but legal—the imposition of personal liability for the benefits that they conferred upon respondents.

²There is a limited exception for an accounting for profits, a form of equitable restitution that is not at issue in this case. If, for example, a plaintiff is entitled to a constructive trust on particular property held by the defendant, he may also recover profits produced by the defendant’s use of that property, even if he cannot identify a particular res containing the profits sought to be recovered. See 1 Dobbs §4.3(1), at 588; *id.*, §4.3(5), at 608. Petitioners do not claim the profits (if any) produced by the proceeds from the state-court settlement, and are not entitled to the constructive trust in those proceeds that would support such a claim.

Opinion of the Court

Admittedly, our cases have not previously drawn this fine distinction between restitution at law and restitution in equity, but neither have they involved an issue to which the distinction was relevant. In *Mertens*, we mentioned in dicta that “injunction, mandamus, and *restitution*” are categories of relief that were typically available in equity. 508 U. S., at 256 (emphasis added). *Mertens*, however, did not involve a claim for restitution at all; rather, we addressed the question whether a nonfiduciary who knowingly participates in the breach of a fiduciary duty imposed by ERISA is liable to the plan for compensatory damages. *Id.*, at 249–250. Thus, as courts and commentators have noted, “all the [Supreme] Court meant [in *Mertens* and other cases] was that restitution, in contrast to damages, is a remedy commonly ordered in equity cases and therefore an equitable remedy in a sense in which damages, though *occasionally* awarded in equity cases, are not.” *Reich v. Continental Casualty Co.*, *supra*, at 756. *Mertens* did not purport to change the well-settled principle that restitution is “not an *exclusively* equitable remedy,” and whether it is legal or equitable in a particular case (and hence whether it is authorized by §502(a)(3)) remains dependent on the nature of the relief sought. *Ibid.* See also Muir, 81 Iowa L. Rev., at 36 (analyzing *Mertens* and explaining that “only equitable restitution will be available under Section 502(a)(3)”).

Likewise, in *Harris Trust and Sav. Bank v. Salomon Smith Barney Inc.*, 530 U. S. 238 (2000), we noted that “an action for restitution against a transferee of tainted plan assets” is “appropriate equitable relief” within the meaning of §502(a)(3). *Id.*, at 253. While we did not expressly distinguish between legal and equitable restitution, the nature of the relief we described in *Harris Trust*—a claim to specific property (or its proceeds) held by the defendant—accords with the restitution we describe as equitable today. *Id.*, at 250 (“The trustee or beneficiaries may

Opinion of the Court

then maintain an action for restitution *of the property* (if not already disposed of) or disgorgement *of proceeds* (if already disposed of) . . .” (emphasis added)); *id.*, at 250–251 (“Whenever the *legal title to property* is obtained through means or under circumstances ‘which render it unconscientious *for the holder of the legal title to retain and enjoy the beneficial interest*, equity impresses a constructive trust *on the property thus acquired* in favor of the one who is truly and equitably entitled to the same” (emphasis added) (internal quotation marks and citations omitted)).

JUSTICE GINSBURG’s dissent finds it dispositive that *some* restitutionary remedies were typically available in equity. In her view, the touchstone for distinguishing legal from equitable relief is the “substance of the relief requested,” *post*, at 6—and since the “substantive” relief of restitution is typically available in equity, it is, she concludes, available under §502(a)(3). It is doubtful, to begin with, that “restitution”—or at least restitution defined broadly enough to embrace those forms of restitution available at law—pertains to the *substance* of the relief rather than to the legal theory under which it is awarded. The “substance” of a money judgment is a compelled transfer of money; a money judgment *for restitution* could be thought to identify a particular *type* of relief (rather than merely the theory on which relief is awarded) only if one were to limit restitution to the return of identifiable funds (or property) belonging to the plaintiff and held by the defendant—that is, to limit restitution to the form of restitution traditionally available in equity.

In any event, JUSTICE GINSBURG’s approach, which looks only to the nature of the relief and not to the conditions that equity attached to its provision, logically leads to the same untenable conclusion reached by JUSTICE STEVENS’s dissent—which is that §502(a)(3)(A)’s explicit authorization of injunction, which it identifies as a form of

Opinion of the Court

equitable relief, permits (what equity would never permit) an injunction against failure to pay a simple indebtedness—or, for that matter, an injunction against failure to pay punitive damages. The problem with that conclusion, of course, is that it renders the statute’s limitation of relief to “[injunction] . . . or other appropriate equitable relief” utterly pointless. It is easy to disparage the law-equity dichotomy as “an ancient classification,” *post*, at 1 (opinion of GINSBURG, J.), and an “obsolete distinctio[n],” *post*, at 1 (opinion of STEVENS, J.). Like it or not, however, that classification and distinction has been specified by the statute; and there is no way to give the specification meaning—indeed, there is no way to render the unmistakable limitation of the statute a limitation *at all*—except by adverting to the differences between law and equity to which the statute refers. The dissents greatly exaggerate, moreover, the difficulty of that task. Congress felt comfortable referring to equitable relief in this statute—as it has in many others³—precisely because the basic contours of the term are well known. Rarely will there be need for any more “antiquarian inquiry,” *post*, at 11 (opinion of GINSBURG, J.), than consulting, as we have done, standard current works such as Dobbs, Palmer, Corbin, and the Restatements, which make the answer clear. It is an inquiry, moreover, that we are accustomed to pursuing, and will always have to pursue, in other contexts. See, e.g., *Grupo Mexicano de Desarrollo, S. A. v. Alliance Bond Fund, Inc.*, 527 U. S. 308, 318 (1999) (powers of federal courts under the Judiciary Act’s grant of jurisdiction over “all . . . suits in equity”); *Curtis v. Loether*, 415 U. S. 189, 192 (1974) (scope of the Seventh Amendment right to jury trial “[i]n suits at common law”). What *will* introduce a high

³A Westlaw search discloses that the term “equitable relief” appears in 77 provisions of the United States Code.

Opinion of the Court

degree of confusion into congressional use (and lawyers' understanding) of the statutory term "equity" is the rolling revision of its content contemplated by the dissents.

JUSTICE STEVENS finds it "difficult . . . to understand why Congress would not have wanted to provide recourse in federal court for the plan violation disclosed by the record in this case," *post*, at 2–3. It is, however, not our job to find reasons for what Congress has plainly done; and it *is* our job to avoid rendering what Congress has plainly done (here, limit the available relief) devoid of reason and effect. If, as JUSTICE GINSBURG surmises, *post*, at 9, Congress meant to rule out nothing more than "compensatory and punitive damages," it could simply have said that. That Congress sought to achieve this result by subtle reliance upon the dissenters' novel and expansive view of equity is most implausible.

Respecting Congress's choice to limit the relief available under §502(a)(3) to "equitable relief" requires us to recognize the difference between legal and equitable forms of restitution.⁴ Because petitioners seek only the former,

⁴In support of its argument that Congress intended all restitution to be "equitable relief" under §502(a)(3), JUSTICE GINSBURG's dissent asserts that Congress has treated backpay, "a type of restitution," *post*, at 7, as equitable for purposes of Title VII of the Civil Rights Act of 1964. The authorities of this Court cited for the proposition that backpay is a type of restitution are *Curtis v. Loether*, 415 U. S. 189, 197 (1974), and *Teamsters v. Terry*, 494 U. S. 558, 572 (1990). It is notable, however, that these cases do *not* say that *since* it is restitutionary, it is *therefore* equitable. *Curtis*, in fact, explicitly refuses to do so. 415 U. S., at 197 ("Whatever may be the merit of the 'equitable' characterization [of backpay] in Title VII cases . . ." (footnote omitted)). And in *Terry*, while we noted that "we have characterized damages as equitable where they are restitutionary," 494 U. S. at 570, we did not (and could not) say that *all* forms of restitution are equitable.

Congress "treated [backpay] as equitable" in Title VII, *post*, at 7 (opinion of GINSBURG, J.), only in the narrow sense that it allowed backpay to be awarded *together with* equitable relief:

Opinion of the Court

their suit is not authorized by §502(a)(3).

C

Third, the United States, as petitioners' *amicus*, argues that the common law of trusts provides petitioners with equitable remedies that allow them to bring this action under §502(a)(3). Analogizing respondents to beneficiaries of a trust, the United States argues that a trustee could bring a suit to enforce an agreement by a beneficiary to pay money into a trust or to repay an advance made from the trust. See Brief for United States as *Amicus Curiae*

“[T]he court may . . . order such affirmative action as may be appropriate, which may include, but is not limited to, *reinstatement or hiring of employees, with or without back pay* . . . , or any other equitable relief as the court deems appropriate.” 42 U. S. C. §2000e–5(g)(1) (emphasis added).

If the referent of “other equitable relief” were “back pay,” it could be said, in a sense relevant here, that Congress “treated” backpay as equitable relief. In fact, however, the referent is “reinstatement or hiring of employees,” which is modified by the phrase “with or without back pay.” *Curtis* recognized that courts of appeals had treated Title VII backpay as equitable because §2000e–5(g)(1) had made backpay “an integral part of an equitable remedy,” 415 U. S., at 197. See *Grayson v. Wickes Corp.*, 607 F. 2d 1194, 1196 (CA7 1979) (Title VII backpay is “an integral part of the equitable remedy of reinstatement”); *Harmon v. May Broadcasting Co.*, 583 F. 2d 410, 411 (CA8 1978) (same); *Slack v. Havens*, 522 F. 2d 1091, 1094 (CA9 1975) (same); *Johnson v. Georgia Highway Express, Inc.*, 417 F. 2d 1122, 1125 (CA5 1969) (same).

The statement in *Terry* on which JUSTICE GINSBURG relies—that “Congress specifically characterized backpay under Title VII as a form of ‘equitable relief,’” 494 U. S., at 572—is plainly inaccurate unless it is understood to mean that Title VII backpay was “specifically” made part of an equitable remedy. That is the only sense which the *Terry* discussion requires, and is reinforced by the immediately following citation of the portion of *Curtis* that called Title VII backpay “an integral part of an equitable remedy,” *Curtis*, *supra*, at 197. See *Terry*, *supra*, at 572. The restitution sought here by Great-West is not that, but a freestanding claim for money damages. Title VII has nothing to do with this case.

Opinion of the Court

17–19 (citing Restatement (Second) of Trusts §§252, 255 (1959) (hereinafter Restatement of Trusts)). These trust remedies are simply inapposite. In *Mertens*, we rejected the claim that the special equity-court powers applicable to trusts define the reach of §502(a)(3). Instead, we held that the term “equitable relief” in §502(a)(3) must refer to “those categories of relief that were *typically* available in equity” 508 U. S., at 256. In any event, the cited sections of the Restatement, by their terms, merely allow a trustee to charge the beneficiary’s interest in the trust in order to capture money owed. See Restatement of Trusts §252 (“If one of the beneficiaries of a trust contracts to pay money to the trustee to be held as part of the trust estate and he fails to make the payment, his beneficial interest is subject to a charge for the amount of his liability”); *id.*, §255 (“If the trustee makes an advance or loan of trust money to a beneficiary, the beneficiary’s interest is subject to a charge for the repayment of the amount advanced or lent”). These setoff remedies do not give the trustee a separate equitable cause of action for payment from other moneys.

III

In the end, petitioners ask us to interpret §502(a)(3) so as to prevent them “from being deprived of any remedy under circumstances where such a result clearly would be inconsistent with a primary purpose of ERISA,” namely, the enforcement of the terms of a plan. See Brief for Petitioners 30–31. We note, though it is not necessary to our decision, that there may have been other means for petitioners to obtain the essentially legal relief that they seek. We express no opinion as to whether petitioners could have intervened in the state-court tort action brought by respondents or whether a direct action by petitioners against respondents asserting state-law claims such as breach of contract would have been pre-empted by

Opinion of the Court

ERISA. Nor do we decide whether petitioners could have obtained equitable relief against respondents’ attorney and the trustee of the Special Needs Trust, since petitioners did not appeal the District Court’s denial of their motion to amend their complaint to add these individuals as codefendants.

We need not decide these issues because, as we explained in *Mertens*, “[e]ven assuming . . . that petitioners are correct about the pre-emption of previously available state-court actions” or the lack of other means to obtain relief, “vague notions of a statute’s ‘basic purpose’ are nonetheless inadequate to overcome the words of its text regarding the *specific* issue under consideration.” 508 U. S., at 261. In the very same section of ERISA as §502(a)(3), Congress authorized “a participant or beneficiary” to bring a civil action “to enforce his rights under the terms of the plan,” without reference to whether the relief sought is legal or equitable. 29 U. S. C. §1132(a)(1)(B) (1994 ed.). But Congress did not extend the same authorization to fiduciaries. Rather, §502(a)(3), by its terms, only allows for *equitable* relief. We will not attempt to adjust the “carefully crafted and detailed enforcement scheme” embodied in the text that Congress has adopted.⁵ *Mertens*,

⁵ *Varity Corp. v. Howe*, 516 U. S. 489 (1996), upon which petitioners rely, is not to the contrary. In *Varity Corp.*, we explained that §502(a)(3) is a “‘catchall’ provisio[n]” that “act[s] as a safety net, offering appropriate equitable relief for injuries caused by violations that §502 does not elsewhere adequately remedy.” *Id.*, at 512. Thus, we concluded that §502(a)(3) authorizes lawsuits by beneficiaries for individualized equitable relief for breach of fiduciary obligations, notwithstanding the petitioner’s argument that such relief is not “appropriate” because §502(a)(2) and §409 of ERISA specifically address liability for breach of fiduciary duty and preclude individualized relief. *Id.*, at 507–515. In *Varity Corp.*, however, it was undisputed that respondents were seeking *equitable* relief, and the question was whether such relief was “appropriate” in light of the apparent lack of

Opinion of the Court

supra, at 254. Because petitioners are seeking legal relief—the imposition of personal liability on respondents for a contractual obligation to pay money—§502(a)(3) does not authorize this action. Accordingly, we affirm the judgment of the Court of Appeals.

It is so ordered.

alternative remedies. *Id.*, at 508. *Varity Corp.* did not hold, as petitioners urge us to conclude today, that §502(a)(3) is a catchall provision that authorizes *all* relief that is consistent with ERISA's purposes and is not explicitly provided elsewhere. To accept petitioners' argument is to ignore the plain language of the statute, which provides fiduciaries with only equitable relief.