NOTE: Where it is feasible, a syllabus (headnote) will be released, as is being done in connection with this case, at the time the opinion is issued. The syllabus constitutes no part of the opinion of the Court but has been prepared by the Reporter of Decisions for the convenience of the reader. See *United States* v. *Detroit Lumber Co.,* 200 U. S. 321, 337.

SUPREME COURT OF THE UNITED STATES

Syllabus

DISTRICT OF COLUMBIA ET AL. *v.* GREATER WASHINGTON BOARD OF TRADE

CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE DISTRICT OF COLUMBIA CIRCUIT

No. 91–1326. Argued November 3, 1992—Decided December 14, 1992

Section 2(c)(2) of the District of Columbia Workers' Compensation Equity Amendment Act of 1990 requires employers who provide health insurance for their employees to provide equivalent health insurance coverage for injured employees eligible for workers' compensation benefits. Respondent, an employer affected by this requirement, filed an action in the District Court against petitioners, the District of Columbia and its Mayor, seeking to enjoin enforcement of §2(c)(2) on the ground that it is pre-empted by §514(a) of the Employee Retirement Income Security Act of 1974 (ERISA), which provides that ERISA supersedes state laws that ``relate to any employee benefit plan'' covered by ERISA. Although petitioners conceded that §2(c)(2) relates to an ERISA-covered plan, the court granted their motion to dismiss. Relying on this Court's decision in *Shaw* v. *Delta Air Lines, Inc.,* 463 U.S. 85, it held that §2(c)(2) is not pre-empted because it also relates to respondent's workers' compensation plan, which is exempt from ERISA coverage, and because respondent could comply with the provision by creating a separate unit to administer the required benefits. The Court of Appeals reversed, holding that pre-emption of §2(c)(2) is compelled by §514(a)'s plain meaning and ERISA's structure.

Held: Section 2(c)(2) is pre-empted by ERISA. A state law ``relate[s] to'' a covered benefit plan for §514(a) purposes if it refers to or has a connection with such a plan, even if the law is not designed to affect the plan or the effect is only indirect. See, *e. g., Ingersoll-Rand Co.* v. *McClendon,* 498 U.S. 133, 139. Section 2(c)(2) measures the required health care coverage by reference to ``the existing health insurance coverage,'' which is

a welfare benefit plan subject to ERISA regulation. It does not matter that §2(c)(2)'s requirements also ``relate to'' ERISA-exempt workers' compensation plans, since ERISA's exemptions do not limit §514's pre-emptive sweep once it is determined that a law relates to a covered plan. See *Alessi* v. *Raybestos-Manhattan, Inc.,* 451 U.S. 504, 525. Petitioners' reliance on *Shaw, supra,* is misplaced, since the statute at issue there did not ``relate to'' an ERISA-covered plan. Nor is there any support in *Metropolitan Life Ins. Co.* v. *Massachusetts,* 471 U.S. 724, for their position that §514(a) requires a two-part analysis under which a state law relating to an ERISA-covered plan would survive pre-emption if employers could comply with the law through separately administered exempt plans. Pp.4–7.

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DISTRICT OF COLUMBIA *v.* WASHINGTON TRADE BD.

Syllabus

292 U.S. App. D.C. 209, 948 F.2d 1317, affirmed.

THOMAS, J., delivered the opinion of the Court, in which REHNQUIST, C. J., and WHITE, BLACKMUN, O'CONNOR, SCALIA, KENNEDY, and SOUTER, JJ., joined. STEVENS, J., filed a dissenting opinion.