

COURT OF APPEALS OF WASHINGTON, DIVISION ONE

Brown v. Boeing Co., 28 Wn. App. 370

622 P.2d 1313 (1980) · No. No. 7546-2-I · Decided February 2, 1981

SUMMARY

The Washington Court of Appeals affirmed summary judgment denying Elaine Brown survivor benefits under the Boeing Company Employee Retirement Plan. The court held that her husband's election of a straight-life pension option was authorized under Washington community-property law, was not invalidated by their community property agreement, and complied with ERISA's disclosure requirements. The court also held that her knowledge of the election and acceptance of its benefits would estop her from challenging it.

CASE DETAILS

COURT	Court of Appeals of Washington, Division One
WRITING FOR THE COURT	Callow, C.J.; Dore, J.; Durham, J.
JURISDICTION	Washington
DECIDED	February 2, 1981
DOCKET	No. 7546-2-I
DISPOSITION	affirmed
PROCEDURAL POSTURE	Appeal from summary judgment denying the appellant's claim to survivor's benefits under the Boeing Company Employee Retirement Plan.
STANDARD OF REVIEW	De novo review of summary judgment; summary judgment is proper when the record presents no genuine issue of material fact and the moving party is entitled to judgment as a matter of law.
PRECEDENTIAL VALUE	Published opinion; precedential
PARTIES	Elaine I. Brown v. The Boeing Company

TOPICS

[employee benefits](#) [community property](#) [insurance](#) [statutory interpretation](#) [appellate procedure](#)

PRACTICE AREAS

[Employee benefits](#) [ERISA](#) [Community property](#) [Insurance law](#) [Appellate procedure](#)

QUESTIONS PRESENTED

1. Whether the Browns' community property agreement controlled the pension payout election.
2. Whether Roger Brown had authority under Washington community property law to select the straight-life pension option without his wife's consent.
3. Whether the pension election was invalid because Boeing failed to provide the written explanation required by ERISA.

HOLDINGS

1. The community property agreement did not control Roger Brown's predeath selection of a pension payout option because the pension was already community property and the election did not dispose of community property upon death.
2. Under RCW 26.16.030, a spouse acting alone may manage and control community property and may select a straight-life pension payout option when the election does not fall within a statutory exception and does not make a gift or transfer community property to a third-party beneficiary.
3. The pension election was not invalid under ERISA because Boeing substantially complied with 29 U.S.C. § 1055(e) by providing written explanations and benefit comparisons and by counseling Roger Brown regarding the available options.

KEY QUOTATIONS

"In short, the community property agreement has no effect on this case because it is agreed that the pension was a community asset." (374)

"In effect, Mr. Brown was contracting for an annuity when he elected to retire." (375)

"There is no evidence that Boeing failed to comply with ERISA." (377)

FACTUAL BACKGROUND

Roger Brown worked for Boeing for 28 years and retired on August 1, 1977. Under Boeing's retirement plan, he could elect straight-life payments or one of several joint-and-survivor options; he selected the straight-life method despite Elaine Brown's objection and did not change the election before dying in October 1977. The Browns had executed a community property agreement, and the plan materials and retirement counseling explained the available payout options and their financial effects.

PROCEDURAL HISTORY

Elaine Brown brought an action for declaratory judgment seeking survivor's benefits after her husband selected a straight-life pension payout and died before changing that election. The trial court entered summary judgment against her. The Washington Court of Appeals affirmed; reconsideration was denied on December 11, 1980, and review was denied by the Washington Supreme Court on March 13, 1981.

DISPOSITION

affirmed

CASES CITED

- Neeley v. Lockton, 63 Wn.2d 929, 389 P.2d 909 (1964)
- Marston v. Rue, 92 Wash. 129, 159 P. 111 (1916)
- In re Estate of Yiatchos, 60 Wn.2d 179, 373 P.2d 125 (1962), modified, 376 U.S. 306, 84 S. Ct. 742, 11 L. Ed. 2d 724 (1964)
- In re Estate of Allen, 54 Wn.2d 616, 343 P.2d 867 (1959)
- Francis v. Francis, 89 Wn.2d 511, 573 P.2d 369 (1978)
- Page v. Prudential Life Ins. Co. of America, 12 Wn.2d 101, 120 P.2d 527 (1942)
- Louron Indus., Inc. v. Holman, 7 Wn. App. 834, 840, 502 P.2d 1216 (1972)
- Sander v. Wells, 71 Wn.2d 25, 426 P.2d 481 (1967)

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