

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN**

Packaging Corporation of America, Inc., a)
Delaware corporation, and Packaging)
Corporation of America Thrift Plan For)
Hourly Employees,)
)
Plaintiffs,) Case No. 3:23-cv-663
v.)
)
Dena Langdon, a Wisconsin citizen; and)
Christina Copiskey, not individually but)
solely as the Personal Representative of the)
Estate of Carl W. Kleinfeldt, a Wisconsin)
citizen,)
)
Defendants.)

COMPLAINT IN INTERPLEADER

Packaging Corporation of America, Inc. (“PCA”) and Packaging Corporation of America Thrift Plan for Hourly Employees bring this Interpleader Complaint and allege as follows:

Nature of Dispute

1. Carl W. Kleinfeldt is a former PCA employee who died on January 16, 2023. Since then, both his ex-wife, whom he divorced a few months before his death, and his Estate, have asserted to PCA that each respectively is entitled to the balance remaining in his PCA Thrift Plan for Hourly Employees (“401k”) account (sometimes the “Plan”). As of the date of this filing, the balance is approximately \$293,752.34 (the “401k Balance”). PCA and the Plan (collectively “the Plan”) have a real and reasonable fear of double liability or conflicting claims as to whom should receive Mr. Kleinfeldt’s remaining 401k funds and bring this interpleader action so that the two parties making the conflicting claims may resolve the proper recipient and the Court may direct PCA as to which party should receive the funds. PCA can also deposit the 401k Balance with the

district court clerk or registry, or retain the funds in the current account, and will file a motion with the Court to confirm this issue.

The Parties

2. PCA is a publicly traded Delaware corporation with its principal place of business in Lake Forest, Illinois. PCA produces containerboard products and uncoated freesheet paper from multiple paper mills and approximately 100 corrugated products manufacturing plants in North America. The PCA Benefits Administration Committee is the named fiduciary for the Plan for purposes of Plan administration and operation. The Plan arises from the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), 29 U.S.C. § 1001, *et seq.* Further, this is an interpleader action pursuant to Rule 22 of the Federal Rules of Civil Procedure.

3. Mr. Kleinfeldt (sometimes the "Decedent") was a PCA employee for approximately 32 years, most recently working at the PCA facility located in Tomahawk, Wisconsin. At the time of his passing he resided in Tomahawk, Wisconsin. His Estate is now being administered by Christina Copiskey, also of Tomahawk, Wisconsin, whom is represented by Mark Sauer of the Weld Riley law firm with an office in Wausau, Wisconsin.

4. Ms. Dena Langdon was Mr. Kleinfeldt's former spouse, and their divorce was finalized in a September 21, 2022 Judgment issued by the Circuit Court of Lincoln County, State of Wisconsin, under Case No. 21-FA-73. Ms. Langdon resides in Tomahawk, Wisconsin. Ms. Langdon is represented by attorney Erich Scherr, who offices in Merrill, Wisconsin.

Jurisdiction and Venue

5. This Court has original subject matter jurisdiction over this action pursuant to 29 U.S.C. § 1132(e)(1) and 28 U.S.C. § 1331 because the action arises under ERISA, 29 U.S.C. §

1001, *et seq.* Further, this is an interpleader action pursuant to Rule 22 of the Federal Rules of Civil Procedure.

6. This Court has personal jurisdiction over each of the defendants because the Estate of Mr. Kleinfeldt is being administered within Lincoln County, Wisconsin, and because Ms. Langdon also resides within Lincoln County, Wisconsin.

7. Venue is proper in this Court pursuant to 29 U.S.C. § 1132(e)(2), 28 U.S.C. § 1397, and 28 U.S.C. § 1391(b) in that one or more of the adverse claimants reside in this judicial district.

Background

8. The Decedent participated (e.g., was a “Participant”) in PCA’s Plan from February 1, 2000 until he passed away on January 16, 2023.

9. PCA’s Benefits Administration Committee, as the Plan’s fiduciary, must administer the Plan in accordance with ERISA and the documents and instruments governing the Plan. See 29 U.S.C. § 1104(a)(1)(D).

10. The Plan has rules for employee beneficiary designation. A true and correct copy of the Plan is attached hereto as Exhibit A.

11. In relevant part, a “beneficiary” is “any person” a Participant “validly designated in accordance with procedures established under the Plan . . . to receive payments under the Plan due after the Participant’s death.” See Ex. A, § 1.5 (defining “Beneficiary”). The provision continues that “[t]o be effective, a designation must be in writing and in such form as has been approved by the Plan Administrator, signed by the Participant, and filed with the Plan Administrator.” *Id.* A separate Summary Plan Description, a true and correct copy of which is attached hereto as Exhibit B and which was distributed to the relevant PCA employees, provided that:

You should keep your beneficiary designation and your beneficiary's address up to date. To do so, contact the PCA Benefits Center at [phone number omitted] or you can update your beneficiaries on line at [web address omitted].

12. Mr. Kleinfeldt had an official beneficiary designation on file with the Plan that named Ms. Langdon as the sole beneficiary (a change request he had properly made in August 2006).

13. Separately, when Mr. Kleinfeldt's and Ms. Langdon's divorce was finalized, the Plan was the subject of a qualified domestic relations order ("QDRO"), dated November 21, 2022, which allocated a portion of Mr. Kleinfeldt's benefit under the Plan to Ms. Langdon as part of the divorce separation of property. Ms. Langdon kept those funds in the Plan, in a separate account just for her, and only moved those out to a third party in May 2023.

14. On October 4, 2022, Mr. Kleinfeldt sent to the PCA Benefits Center, by facsimile, a copy of the Judgment of Divorce. On the cover page of the facsimile, a true and correct copy of which is attached hereto as Exhibit C, Mr. Kleinfeldt stated:

Please remove my former spouse, Dena Suzanne Kleinfeldt [Ms. Langdon], from the health, vision and dental insurance and as a beneficiary from my 401k, pension and life insurance accounts. Please feel free to fax any necessary paperwork to the above fax that I may need to complete.

15. This was not submitted pursuant to the Plan's change-of-beneficiary terms, and, thus, a PCA representative personally contacted Mr. Kleinfeldt and advised him of the process he needed to complete to change the beneficiary. Mr. Kleinfeldt passed away before doing so.

Mr. Kleinfeldt's Estate Demands The 401k Balance

16. On January 25, 2023, the Estate's former representative contacted PCA via a phone call to ask questions regarding the 401k Balance designated beneficiary. PCA later shared that it could not distribute the 401k Balance to the Estate in a letter mailed on March 28, 2023. This

letter instructed the Estate to complete the attached “Claim Initiation Form” in order to commence a dispute regarding PCA’s interpretation of the circumstances.

17. On March 7, 2023, because the Estate’s request that the 401k Balance be distributed to it conflicted with the designated beneficiary on file, PCA instituted a freeze on Ms. Langdon’s beneficiary account.

18. On April 6, 2023, the Estate submitted a Claim Initiation Form to the PCA Benefits Department.

19. On May 4, 2023, Counsel for the Estate’s prior representative sent a letter to PCA’s Benefits Department demanding that PCA pay the 401k Balance to the Estate.

20. On May 18, 2023, PCA issued a Plan Determination denying the Estate’s April 6, 2023 Claim and advising how it could pursue an appeal to the PCA Benefits Administration Committee. On July 12, 2023, additional counsel for the Estate, submitted a letter to PCA requesting to appeal the adverse determination.

Ms. Langdon Demands The 401k Balance

21. On or about May 16, 2023, during a call with the PCA Benefits Center, Ms. Langdon orally demanded that the 401k Balance be distributed to her. PCA shared with her that a freeze was placed on the account holding the 401k Balance, and sent a Claim Form to her to complete regarding her demand.

22. On June 15, 2023, counsel for Ms. Langdon, Mr. Scherr, sent a written letter to the PCA Benefits Center inquiring into the freeze placed on account holding the 401K Balance.

23. On July 5, 2023, Ms. Langdon submitted a completed Claim Form to the PCA Benefits Center demanding that the 401k Balance be distributed to her.

CLAIM FOR INTERPLEADER

24. Plaintiffs cannot determine the proper beneficiaries of the Plan Benefits at issue without risking exposure to themselves of multiple liabilities. The actual and potential competing claims of Defendants place Plaintiffs in doubt as to who is eligible to receive the 401k Balance incident to Mr. Kleinfeldt's death.

25. Plaintiffs make no claim to the 401k Balance and, therefore, respectfully request that the Court determine to whom the 401k Balance should be paid.

26. The amount of the 401k Balance is not in dispute.

27. The Plan is a mere stakeholder of the funds and has no interest in the 401k Balance, other than to properly pay that sum to the proper beneficiary.

28. Plaintiffs desire in this action to secure a judgment authorizing and directing the Plan to turn over the 401k Balance to the Court's designee for disposition as the Court directs, and exonerating and discharging Plaintiffs from any and all other and further responsibility or liability with respect to the 401k Balance.

29. No wrongful act of Plaintiffs caused or contributed to the present uncertainty, and Plaintiffs are not in collusion with any defendant in relation to any of the matters at issue in this action. Upon the turnover of the 401k Balance in conformity with the order of the Court and upon receipt of exoneration and discharge from further responsibility or liability with respect to the 401k Balance, Plaintiffs will have no further interest in this action or its ultimate outcome.

30. In the absence of the relief here sought, Plaintiffs may be vexed with multiple suits relating to the 401k Balance and may be subjected to conflicting directions for payment and the resultant risk of multiple payments. The competing and adverse claims of Defendants expose Plaintiffs to the risk of double, multiple, or inconsistent liability or obligation.

31. To the best of Plaintiffs' knowledge, based on a diligent and reasonable inquiry, all potential claimants to the 401k Balance have been named as parties to this interpleader action.

32. In these circumstances, the Court should award the plaintiffs equitable interpleader relief, including dismissal and discharge from any liability to any party in this lawsuit.

33. PCA is ready, willing and able to pay the 401k Balance as the Court may direct.

WHEREFORE, Plaintiffs respectfully request that the Court grant the following relief:

- a. upon Plaintiffs' motion, direct Plaintiffs to retain the 401k Balance or deposit the same with the Court;
- b. direct Defendants, upon process, to appear and respond and assert any claim that they may have regarding the matters alleged herein;
- c. prohibit any other action which may be filed or threatened regarding the matters alleged in this Action;
- d. grant judgment for Plaintiffs releasing, exonerating and discharging them from any further responsibility or liability regarding the matters at issue in this action; and
- e. grant such further relief as may be just and proper.

Dated: September 26, 2023

By: /s/ Michael R. Gotzler

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