

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

GUARDIAN FLIGHT LLC, *et al.*,

Plaintiffs,

v.

AETNA LIFE INSURANCE
COMPANY, *et al.*

Defendants.

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Civil Action No. 3:24-cv-00680-MPS

**AETNA’S REPLY IN SUPPORT OF MOTION FOR PERMISSION TO FILE
INTERLOCUTORY APPEAL UNDER 28 U.S.C. § 1292(B)**

Aetna files this reply in support of its motion for permission to file an interlocutory appeal under 28 U.S.C. § 1292(b) of this Court’s Order denying Aetna’s motion to dismiss (Doc. 274) (“§ 1292(b) Motion”), and respectfully shows as follows.

REPLY ARGUMENTS

Aetna’s § 1292(b) Motion seeks permission to appeal three legal questions, all of which are questions of first impression in this Circuit:

- (1) Does the NSA create a private right of action for untimely IDR award payments?
- (2) Does derivative standing exist under ERISA when plan members whose medical claims were submitted to the IDR entities have no right to payment or benefits?
- (3) Is a CUTPA claim for untimely IDR award payments preempted by the NSA and/or ERISA?

In their Response to the § 1292(b) Motion, Plaintiffs do not dispute that all three of these questions meet the first statutory criteria for § 1292(b) certification, *i.e.*, they are controlling questions of law that the Second Circuit “can decide quickly and cleanly without having to study the record.” *Ahrenholz v. Bd. of Trs. of Univ. of Illinois*, 219 F.3d 674, 677 (7th Cir. 2000) (Posner, J.) (“emphasiz[ing] the duty of the district court and of the [Circuit Court] as well to allow an immediate appeal to be taken when the statutory criteria are met”); *see Silva v. Schmidt Baking*

Distrib., LLC, No. 3:23-CV-01695-MPS, 2024 WL 3566168, at *2 (D. Conn. July 29, 2024) (same). As with the question in the order that the court certified for interlocutory appeal in *Silva*, the answers to all three questions here will “significantly affect the conduct of the action” and have “substantial precedential value.” *Id.*

Instead, Plaintiffs challenge only the other two § 1292(b) criteria. They claim that there are no substantial grounds for difference of opinion regarding any of the controlling legal questions, and that an interlocutory appeal would only delay the ultimate termination of the litigation. *See Resp.* (Doc. 282) at 1–2, 4. Plaintiffs’ challenges are entirely without merit. The extraordinary circumstances here, including the importance of these questions in this and other NSA litigation, warrant immediate Second Circuit review.

I. A circuit court split plainly qualifies as “substantial ground for difference of opinion.”

Since this Court issued its Order, two other courts have considered and disagreed with it, including another federal district court in the Second Circuit. The Fifth Circuit’s *Guardian Flight*¹ and *HCSC*² opinions, as well as the *Jeffrey Farkas*³ opinion of the U.S. District Court for the Eastern District of New York, belie Plaintiffs’ contention that there are no substantial grounds for difference of opinion. Substantial grounds exist “when ‘(1) there is conflicting authority on an issue, *or* (2) the case is particularly difficult and of first impression within this Circuit.’” *Cerrato v. Solomon & Solomon*, 2013 WL 12286084, at *1 (D. Conn. Jan. 4, 2013) (quoting *Mills v. Everest Reinsurance Co.*, 771 F. Supp. 2d 270, 274 (S.D.N.Y. 2009)) (emphasis added). Satisfying either standard is sufficient for § 1292(b); but here, both standards are met.

¹ *Guardian Flight, L.L.C. v. Med. Evaluators of Tex. ASO, L.L.C.*, ___ F.4th ___, No. 24-20051, 2025 WL 1661357 (5th Cir. June 12, 2025).

² *Guardian Flight, L.L.C. v. Health Care Serv. Corp.*, 140 F.4th 271 (5th Cir. 2025).

³ *Jeffrey Farkas, M.D., LLC v. Horizon Blue Cross Blue Shield of New Jersey*, ___ F. Supp. 3d ___, No. 25-CV-00054 (HG), 2025 WL 1860241 (E.D.N.Y. July 2, 2025). A copy of the *Jeffrey Farkas* opinion is attached as Reply Exhibit 1.

A. There is direct conflicting authority on two of the controlling legal questions.

With respect to the first standard, there is conflicting authority on the first two controlling questions of law. Indeed, *Guardian Flight* and *HCSC* stand in direct opposition to this Court’s Order on both questions. The Eastern District of New York’s recent opinion in *Jeffrey Farkas* likewise came down opposite this Court on question one, creating a conflict within the Second Circuit now as well. The Second Circuit’s guidance is thus critical. It will provide certainty as to the unsettled law governing this case and countless other current and future NSA disputes in this Circuit (and to further inform the national conversation regarding the NSA). *See Mills v. Target Corp.*, 2021 WL 12300105, at *4 (C.D. Cal. Oct. 15, 2021) (recognizing that substantial grounds for difference of opinion exist where “fair-minded jurists might reach contradictory conclusions”).

Plaintiffs argue that, as “[d]ecisions outside this Circuit,” *Guardian Flight* and *HCSC* “hold no weight in the interlocutory appeal analysis.” Resp. (Doc. 282) at 6 (citing *Cerrato v. Solomon & Solomon*, 2013 WL 12286084, at *2 (D. Conn. Jan. 4, 2013)).⁴ Plaintiffs’ argument is irrelevant now, as the *Jeffrey Farkas* opinion from the Eastern District of New York creates an intra-circuit conflict. *See Jeffrey Farkas*, 2025 WL 1860241 at *5 (“[T]he NSA flunks the Second Circuit’s cause-of-action requirement.”); *Id.* (“Accordingly, ‘the NSA contains no express right of action to enforce or confirm an IDR award.’ So, by seeking confirmation here, Plaintiff asks the Court to impermissibly invent a cause of action to confirm an award under the NSA.”) (quoting *HCSC*, 140 F.4th at 274–75) (italics in original).

Even so, Plaintiffs are misstating the analysis. In *Cerrato*, the court considered only out-of-circuit district court decisions, not conflicting decisions from Circuit Court of Appeals. Here,

⁴ Notably, while Plaintiffs dismiss out-of-circuit authority in this case, they rely on it when it serves their interests. On June 25, 2025, Plaintiffs submitted a post-argument letter (Doc. 83) in *REACH Air Medical Services LLC v. Kaiser Foundation Health Plan Inc., et al.*, No. 24-10135 (11th Cir.), in which they requested that the Eleventh Circuit consider this Court’s Order and not rely on the Fifth Circuit’s *Guardian Flight* and *HCSC* opinions.

by contrast, Circuit-level authority directly conflicts with this District Court’s order for which certification is sought, making this case materially different. *See* 2013 WL 12286084, at *2. Similarly, the cases on which *Cerrato* relied for this proposition involved only district court decisions outside the circuit, not conflicting circuit opinions like *Guardian Flight* and *HCSC*. *See Ryan, Beck & Co., LLC v. Fakih*, 275 F. Supp. 2d 393, 397 & n.11 (E.D.N.Y. 2003); *In re NASDAQ Mkt. Makers Antitrust Litig.*, 938 F. Supp. 232, 235 (S.D.N.Y. 1996).

Where such conflict exists between a district court and a Circuit Court of Appeals, there is certainly a substantial ground for a difference of opinion.⁵ *See Rochester Gas & Elec. Co. v. United States*, 2006 WL 5628796, at *2 (Fed. Cl. Mar. 29, 2006) (“[T]he Federal Circuit has held that the ‘substantial ground for difference of opinion’ can be two different, but plausible, interpretations of a line of cases. More often, however, this criterion manifests as splits among the circuit courts, an intra-circuit conflict or a conflict between an earlier circuit precedent and a later Supreme Court case, or, at very least, a substantial difference of opinion among the judges of this court.”) (internal citations omitted).

Plaintiffs’ last-ditch effort to manufacture unanimity is to argue that there is no substantial ground for difference of opinion because “the Court’s view is shared by the United States government across two administrations.” Resp. (Doc. 282) at 7. Plaintiffs do not provide a citation or evidence to support their argument. *See id.* Possibly they are referring to the amicus curiae brief that the government filed in *HCSC*.⁶ This brief was filed under the previous administration, and it

⁵ Plaintiffs assert that “Aetna does not explain why, on appeal, the Second Circuit would choose to follow the Northern District of Texas’s decision in *Guardian Flight* and not this Court’s carefully reasoned approach.” Resp. (Doc. 282) at 7–8. However, the issue is whether the Second Circuit will follow the Fifth Circuit’s opinion, not just that of the Northern District of Texas.

⁶ The United States also filed an amicus curiae brief in *Guardian Flight*, but it only addressed whether certified IDR entities are proper parties to challenges to payment determinations under the NSA. *See* Amicus Br. (Doc. 111), *Guardian Flight* (filed Oct. 15, 2024).

is unknown whether it reflects the current administration’s view. *See* Amicus Br. (Doc. 32), *HCSC* (filed Oct. 4, 2024). Nonetheless, the Fifth Circuit rejected that position which *reinforces* the existence of a disagreement warranting appellate review.⁷

B. This case involves novel, particularly difficult legal issues of first impression.

Regarding the second standard, there is a substantial ground for difference of opinion here because the three controlling legal questions are “particularly difficult and of first impression within this Circuit.” *Cerrato*, 2013 WL 12286084, at *1 (citation omitted). The “proper inquiry” in determining whether an issue is a particularly difficult legal question “is an evaluation of the strength of the arguments in opposition to the challenged ruling.” *Pen Am. Ctr., Inc. v. Trump*, 2020 WL 5836419, at *3 (S.D.N.Y. Oct. 1, 2020) (granting motion to certify § 1292(b) appeal).

Guardian Flight, *HCSC*, and *Jeffrey Farkas* confirm the particular difficulty of whether the NSA creates a private right of action, and the Fifth Circuit’s opinions also show the difficulty of whether derivative standing exists under ERISA. *See Silva*, 2024 WL 3566168, at *3 (recognizing that “tensions” between the court’s order and other cases, including a Ninth Circuit opinion, made the issue “particularly difficult,” even if the tensions fell “short of creating a true ‘conflict of authority,’” and certifying order). With regard to the third controlling legal question, whether the NSA or ERISA preempt a CUTPA claim, the preemption authorities cited in Aetna’s briefing on the motion to dismiss (*see* Doc. 122 (§ V), Doc. 145 (§ IV)) and the Court’s Order itself, establish the particular difficulty of this question, including because it involves analysis into whether the “goals” of the NSA or the ERISA “are frustrated by the effect” of the CUTPA claim.

⁷ If the government’s position in the *HCSC* amicus brief regarding ERISA coverage of NSA obligations is correct, that is all the more reason state law claims like Plaintiffs’ CUTPA claim are preempted by ERISA. *See* Aetna’s Resp. to Plaintiffs’ “Notice of Position of the United States of America”(Doc. 177) at 2–3. State law cannot require different participation standards than federal law. This further shows the significance of having the Second Circuit address the controlling legal questions at this stage.

Pharm. Research & Mfrs. of Am. v. Walsh, 538 U.S. 644, 679 (2003) (Thomas, J., concurring).

Thus, as Aetna detailed in the memorandum accompanying its motion for permission to appeal, all three questions are particularly difficult matters on which there is substantial ground for difference of opinion, and deserve Second Circuit review. *See* Mot. (Doc. 274-1).

C. The stakes are high on all three questions.

As an additional matter, Plaintiffs are wrong that “theoretical lawsuits ... cannot serve as the basis for a substantial difference of opinion to appeal here.” Resp. (Doc. 282) at 7. “In weighing the potential impact of certification,” courts in this circuit “look to the potential impact of an appeal on other pending *and future cases*.” *Sec. & Exch. Comm’n v. Coinbase, Inc.*, 761 F. Supp. 3d 702, 716 (S.D.N.Y. 2025) (emphasis added; citation omitted). In any event, other lawsuits raising the same issues are not merely “theoretical.” As *Silva* shows, it “is reasonable to expect” that all three claims “will become even more common and will be litigated more frequently in the wake” of the Court’s Order. *See Silva*, 2024 WL 3566168, at *3. “Thus, a Second Circuit ruling” on these three questions at this juncture “would provide valuable guidance to a great number of litigants and lower court judges.” *Id.* (citation omitted).

When Aetna took the deposition of the vice president of managed care at Global Medical Response (“GMR”) on June 25, 2025, she testified about “multiple” other lawsuits that are “in process or going to be in process,” before Plaintiffs’ counsel shut her down:

Q. Ms. Berkowitz, are you aware of any lawsuits or arbitrations of which GMR is a party relating to NSA issues, other than the case in which you’re taking—we are taking your deposition today?

A. I believe there are some additional cases. ...

Q. Do you know the parties who have been used or are subject to arbitration?

A. I believe there are multiple disputes pending—or there are multiple suits either in process or going to be in process for unpaid IDR awards. ...

[Plaintiffs’ Counsel]: I would caution Ms. Berkowitz. You mentioned “or to be filed.” Not to disclose any discussions or

confidential attorney-client communications about future action.
The question is only relating to on-file matters.

Reply Ex. 2 (Berkowitz Dep.) at 53:18-24, 54:2-7, 54:16-21. Make no mistake, many other similar cases are in process, and many more will be coming down the pike shortly.

“When a district court certifies, pursuant to 28 U.S.C. § 1292(b), a question of controlling law, the entire order is certified and [the Court of Appeals] may assume jurisdiction over the entire order, not merely over the question as framed by the district court.” *City of New York v. Beretta U.S.A. Corp.*, 524 F.3d 384, 391-92 (2d Cir. 2008). “Thus, the court need only identify one controlling question of law that satisfies § 1292(b) to certify the entire order for appeal.” *Silva*, 2024 WL 3566168, at *1 (citation omitted). Here, each of the three controlling legal questions involve separate substantial grounds for difference of opinion that independently warrant § 1292(b) certification of the Order.

II. An immediate appeal will materially advance the termination of the litigation.

Finally, interlocutory appeal *will* materially advance the litigation’s termination. This case pivots on the three controlling questions of law. If the Second Circuit reverses this Court’s ruling and (like the Fifth Circuit and Eastern District of New York) finds no private right of action under the NSA, and/or finds that CUTPA claims are preempted, then both Plaintiffs’ claims and Aetna’s counterclaim would necessarily fail. All or a significant part of the case would be resolved without further waste of judicial or party resources. *See In re A2P SMS Antitrust Litig.*, No. 12-CV-2656 AJN, 2015 WL 876456, at *7 (S.D.N.Y. Mar. 2, 2015) (recognizing that § 1292(b) appeal is proper even where reversal “will not terminate the action, [but] will have a substantial effect on the course of th[e] litigation”).

What is more, “an immediate appeal would likely accelerate the disposition of this case even if the Second Circuit *affirmed* [the Court’s] ruling[s].” *Silva*, 2024 WL 3566168, at *5 (italics in original). It is “plausible that the Second Circuit might issue a new rule” regarding one or more

of the controlling questions of law. *Id.* The issues also have “significant precedential value” for disputes “across the country.” *Id.* “An interlocutory decision affirming [the Order] would take the prospect of a favorable Second Circuit ruling off the table.” *Id.* “Accordingly, an immediate appeal from [the] order could materially advance the ultimate termination of the litigation regardless of how the Second Circuit rules.” *Id.* An interlocutory appeal would also “conserve judicial resources in the longer term by resolving important and oft-arising legal questions.” *Chambers v. Maplebear, Inc.*, 746 F. Supp. 3d 206, 218 (S.D.N.Y. 2024). Plaintiffs’ suggestion that Aetna’s filing of a counterclaim “negates the need for interlocutory appeal” is groundless. Resp. (Doc. 282) at 5. If the Second Circuit holds that the NSA does not create a private right of action and any CUTPA claim is preempted by the NSA, then Aetna’s counterclaim would be subject to dismissal as well. But in the interim, Aetna is entitled to bring the counterclaim to preserve its rights.

Plaintiffs’ argument that *Murray v. UBS Securities, LLC*, No. 12 CIV. 5914 KPF, 2014 WL 1316472 (S.D.N.Y. Apr. 1, 2014), “squarely refutes Aetna’s logic” is similarly unavailing. Resp. (Doc. 282) at 5. *Murray* has nothing in common with this case. *Murray* involved permission to appeal from an order granting a motion to compel arbitration. 2014 WL 1316472, at *1. Unlike this case, which involves three separate controlling questions of law, the order in *Murray* did not involve even a single controlling question of law. *See id.* at *3–4. Further, reversal of the order compelling arbitration “would not terminate the action, but rather would return the action to th[e] Court for litigation.” *Id.* Nor did the *Murray* order “implicate a question for which there was such divergent and competing authority” as the Order in this case. *In re A2P SMS Antitrust Litig.*, 2015 WL 876456, at *6 (distinguishing *Murray* and certifying an order holding that whether claims could be brought as a class was a matter for arbitrator to resolve).

The *Murray* court also denied permission to appeal because allowing certification of the order compelling arbitration “would be inconsistent with the national policy favoring arbitration,

and the Second Circuit’s distaste for delaying the arbitral process through appellate review.” 2014 WL 1316472, at *8 (citation omitted). No such policy concerns apply to the Order. On the contrary, permitting immediate appellate review of the Order would be fully *consistent with* the policies underlying the NSA’s exclusive independent dispute resolution system. *See Tex. Med. Ass’n v. United States Dep’t of Health & Human Servs.*, 110 F.4th 762, 768 (5th Cir. 2024) (discussing NSA); 42 U.S.C. § 300gg-111(c)(5)(E)(i)(II) (IDR awards “shall not be subject to judicial review, except in a case described” in 9 U.S.C. § 10(a)); *Id.* § 300gg-112(b)(5)(D) (incorporating same).

Plaintiffs’ assertion that discovery is “almost complete” is also without merit. Resp. (Doc. 282) at 5. Plaintiffs’ claim that “only a handful of discovery requests” remain is misleading. *Id.* at 4. For example, just one of Plaintiffs’ discovery requests encompasses **289 distinct IDR determinations** that are currently at issue in this case. And at this juncture, Aetna does not know how many claims Plaintiffs ultimately intend to pursue, as Plaintiffs have until “no later than 60 days before trial” to complete their amended damages disclosures. Order (Doc. 263). In addition, expert and rebuttal expert reports have not been exchanged, and expert depositions have not begun. Plaintiffs also ignore that dispositive motion practice remains ahead.

The fact that trial is scheduled for several months away does not diminish the substantial time, effort, and cost that will be consumed absent appellate guidance—and entirely wasted if the Second Circuit reverses this Court’s order. Trial preparation in a matter of this complexity will be extensive and time-consuming. Plaintiffs’ speculative assertion that “the parties can expect a short, efficient trial” is a pipe dream that is gainsaid by the history of the litigation. Resp. (Doc. 282) at 4. Instead, should this Motion be granted, a simultaneous stay of the litigation would alleviate Plaintiffs’ concerns about the burden of preparing for trial while an appeal is pending, and about the possibility a trial might be concluded before the Second Circuit rules. *See id.* at 6; *see also Chambers*, 746 F. Supp. 3d at 218 (certifying appeal and staying action).

As to Plaintiffs’ observation that the Second Circuit has a “median length of time of 13 months from filing the notice of appeal to the issuance of a final order or opinion,” this statistic covers all appeals, not just § 1292(b) appeals. Resp. (Doc. 282) at 9. Appeals under § 1292(b) tend to be more streamlined by design. *See Ahrenholz*, 219 F.3d at 677. And turnaround time is almost entirely within the parties’ control. Most of those 13 months are spent on briefing. As for the portion out of the parties’ control, the Second Circuit’s median turnaround time for a decision is less than one month after oral argument.⁸ If Plaintiffs prefer an accelerated timeline, the parties easily can achieve that. In this case, a few months now on a § 1292(b) appeal would be a worthwhile investment to speed the litigation’s ultimate resolution.

CONCLUSION

This is an archetypal case for interlocutory review under § 1292(b). It concerns controlling questions of law on which district courts in this Circuit are split, and another Circuit Court of Appeals has rejected this Court’s decision. Appealing now likely will speed this case’s ultimate resolution. And the issues are critically important not only to this litigation but to numerous other cases. All of the § 1292(b) certification criteria are squarely met. “When a ruling satisfies these criteria and involves a new legal question or is of special consequence, then the district court should not hesitate to certify an interlocutory appeal.” *Balintulo v. Daimler AG*, 727 F.3d 174, 186 (2d Cir. 2013). Aetna respectfully requests that the Court grant Aetna’s § 1292(b) Motion.

⁸ *See* Administrative Office of the United States Courts, Table B-4A, available at https://www.uscourts.gov/sites/default/files/2025-01/jb_b4a_0930.2024.pdf (Sept. 30, 2024).

Respectfully submitted,

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INC., AETNA LIFE INSURANCE COMPANY INC.,
AND AETNA HEALTH AND LIFE INSURANCE CO.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was filed electronically on July 10, 2025. Notice of this filing will be sent by operation of the Court's electronic filing system to all parties indicated on the electronic filing receipt.

/s/ Jessica Wahl

Jessica Wahl

Exhibit

1

2025 WL 1860241

Only the Westlaw citation is currently available.
United States District Court, E.D. New York.

JEFFREY FARKAS, M.D., LLC, Plaintiff,

v.

HORIZON BLUE CROSS BLUE
SHIELD OF NEW JERSEY, Defendant.

25-CV-00054 (HG)

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Signed July 2, 2025

Attorneys and Law Firms

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Benjamin C. Watson, Hyuna Yong, Reed Smith LLP, New York, NY, for Defendant.

ORDER DISMISSING CASE

HECTOR GONZALEZ, United States District Judge:

*1 Plaintiff Jeffrey Farkas, M.D., LLC, commenced this action against Defendant Horizon Blue Cross Blue Shield of New Jersey, seeking to confirm an arbitral award pursuant to the Federal Arbitration Act (“FAA”), 9 U.S.C. § 9. The Court ordered the parties to show cause why this action should not be dismissed for lack of subject-matter jurisdiction, which both parties contend exists in this case. For the reasons provided below, the Court disagrees, and therefore dismisses the complaint without prejudice pursuant to Rule 12(h)(3).

BACKGROUND

According to the complaint, Plaintiff’s medical practice performed a surgery on a patient in Brooklyn. *See* ECF No. 1 ¶¶ 5–6. Defendant insured that patient. *Id.* ¶ 7. Plaintiff billed Defendant \$64,000 for the surgery but Defendant paid only \$533.94. *Id.* ¶¶ 8–9. As a result, Plaintiff contested the underpayment using the independent dispute resolution (“IDR”) procedure established by the federal No Surprises Act (“NSA”). *Id.* ¶¶ 11–14. As relevant here, the NSA’s IDR procedure is designed to resolve conflicts between out-of-network healthcare providers and insurance companies. *See*

Neurological Surgery Prac. of Long Island v. U.S. Dep’t of Health & Hum. Servs., No. 24-cv-4503, 2025 WL 1489603, at *1 (E.D.N.Y. May 23, 2025).¹

In this case, Plaintiff obtained a \$48,000 award in the IDR process, or \$47,466.06 more than Defendant had already paid. ECF No. 1 ¶ 16. Defendant missed the February 15, 2024, deadline to complete payment. *Id.* ¶ 18. Nor did Defendant pay Plaintiff its “final offer” amount submitted in the IDR process, which Plaintiff contends must be paid “regardless of whether Plaintiff prevailed in the [NSA IDR] arbitration.” *Id.* ¶ 19.

Plaintiff then commenced this action. In Count I, it seeks to enforce the IDR award under the FAA. *Id.* ¶¶ 23–28. In Count II, Plaintiff alleges a substantive violation of the NSA based on Defendant’s failure to pay. *Id.* ¶¶ 29–35. Plaintiff filed a motion for judgment on the pleadings, seeking confirmation of the award. *See* ECF No. 22. Defendant opposes that motion. *See* ECF No. 28. Plaintiff’s motion raised the issue of this Court’s subject-matter jurisdiction. *See* ECF No. 22-1 at 11–13. In recognition of this threshold issue, the Court issued the following Order to Show Cause:

In this action, Plaintiff seeks to confirm and receive payment from an arbitration award under the [FAA], 9 U.S.C. § 9[,] ... and alleges that Defendant violated the [NSA]. ECF No. 1. Plaintiff asserts that “[j]urisdiction is proper in this Court pursuant to 9 [U.S.C.] § 9.” *Id.* para. 3. However, “[t]he FAA does not independently confer subject-matter jurisdiction on the federal courts.” *Bakoss v. Certain Underwriters at Lloyds of London Issuing Certificate No. 0510135*, 707 F.3d 140, 142 n.4 (2d Cir. 2013). Thus, on or before June 20, 2025, Plaintiff is ORDERED TO SHOW CAUSE why this case should not be dismissed for lack of subject-matter jurisdiction.

*2 Plaintiff filed its response, *see* ECF No. 26, and upon the Court’s Order, Defendant also filed a response, *see* ECF No. 27.

LEGAL STANDARD

“Federal courts have only the power that is authorized by Article III of the Constitution and the statutes enacted by Congress pursuant thereto.” *Guthrie v. Rainbow Fencing Inc.*, 113 F.4th 300, 304 (2d Cir. 2024) (emphasis in original). The Court has an “independent obligation to satisfy [itself] of [its]

jurisdiction.” *Stafford v. Int’l Bus. Machs. Corp.*, 78 F.4th 62, 68 (2d Cir. 2023). If subject-matter jurisdiction is lacking, the Court “must dismiss the action.” Fed. R. Civ. P. 12(h)(3).

DISCUSSION

The Court lacks subject-matter jurisdiction over this action. As mentioned, the FAA provides no standalone basis of subject-matter jurisdiction; instead, there must be an “independent jurisdictional basis to resolve the matter.” *Badgerow v. Walters*, 596 U.S. 1, 4, 142 S.Ct. 1310, 212 L.Ed.2d 355 (2022). Where, as here, a party seeks confirmation of an arbitral award pursuant to Section 9 of the FAA, the Court “may look only to the application actually submitted to it in assessing its jurisdiction.” *Id.* at 5, 142 S.Ct. 1310. In other words, the Court does not “look through” the petition to determine if there is a federal jurisdictional hook. *Id.* at 9–11, 142 S.Ct. 1310. Practically, this means that for a federal court to have the power to confirm an arbitration award under the FAA, the petition must properly invoke diversity jurisdiction, 28 U.S.C. § 1332, or federal-question jurisdiction, *id.* § 1331. *Badgerow*, 596 U.S. at 9, 142 S.Ct. 1310. But the federal court does not “proceed downward” to the “underlying substantive dispute” to locate that federal hook. *Id.*²

The leading case, *Badgerow*, put those principles into practice. There, an employee’s contract required arbitration of employment disputes. *Id.* at 5, 142 S.Ct. 1310. After the employee was fired, she submitted both federal and state employment claims to an arbitrator, but the arbitrator ruled for her employer. *Id.* The employee sought to vacate the award in state court. *Id.* at 5–6, 142 S.Ct. 1310. Her employer then removed the case to federal court and sought to confirm the award. *Id.* The Supreme Court ruled that the federal court lacked subject-matter jurisdiction. *Id.* at 9, 142 S.Ct. 1310. The parties were non-diverse. *Id.* And their applications before the federal court “raise[d] no federal issue.” *Id.* That was so even though the employee raised federal employment claims in the underlying arbitration. *Id.* As the Supreme Court explained, by the time the case reached federal court, the parties were “contesting not the legality of [the employee]’s firing but the enforceability of an arbitral award,” which was “no more than a contractual resolution of the parties’ dispute.” *Id.* With that foundation, the Court now proceeds to determine whether the FAA claim in this case has the necessary jurisdictional hook.

I. Supplemental Jurisdiction

There is one preliminary matter to address. Defendant presents a creative argument that the Court need not even reach Section 1331 because it has subject-matter jurisdiction over Plaintiff’s FAA claim pursuant to the supplemental jurisdiction statute, 28 U.S.C. § 1367. See ECF No. 27 at 3–4. Of course, Section 1367 opens the door to supplemental jurisdiction only where a federal court already has “original jurisdiction” (such as a claim under Section 1331 or 1332). Defendant says that is the case here because Plaintiff’s Count II asserts a substantive violation of the NSA, a federal statute implicating Section 1331. The Court is unpersuaded. Count II is just the FAA claim with a different label. See ECF No. 1 ¶¶ 34–35 (“Defendant has failed to remit the arbitration payment to Plaintiff. As such, Defendant has failed to comply with the requirements of the [NSA].”). Accordingly, Count II “clearly appears to be immaterial,” and in the context of an FAA petition, “made solely for the purpose of obtaining jurisdiction,” rendering it subject to dismissal. See *Binder & Binder PC v. Barnhart*, 399 F.3d 128, 131 (2d Cir. 2005).

*3 In any event, the Second Circuit has made clear that “[a]ctions to confirm arbitration awards ... are straightforward proceedings in which *no other claims* are to be adjudicated.” *Ottley v. Schwartzberg*, 819 F.2d 373, 377 (2d Cir. 1987) (emphasis added). There may be some confusion in this case because Plaintiff proceeded with a complaint, a type of pleading that often contains various claims, rather than, as would have been appropriate in an FAA action, a petition to confirm the award. See *Trs. for the Mason Tenders Welfare Fund v. Nacirema Env’t Servs. Co.*, No. 13-cv-3574, 2015 WL 1026695, at *1 n.1 (S.D.N.Y. Mar. 9, 2015). But, for the avoidance of doubt, Plaintiff’s stylistic choice does not broaden the relief available to it, such that Count II could provide a basis for original jurisdiction. See *id.* (construing a complaint as an FAA petition and denying any relief beyond the scope of the petition). In sum, because “[t]he FAA limits a district court’s authority when reviewing an arbitration award,” the Court is not permitted within the scope of this action to opine on whether a substantive violation of the NSA took place; although “not unrelated to the underlying arbitration,” it is “not necessary to vindicate the [Court’s] authority” over an arbitral award. See *NFL Players Ass’n v. NFL Mgmt. Council*, 523 F. App’x 756, 760 (2d Cir. 2013). The FAA claim therefore cannot find grounding in supplemental jurisdiction.

II. Federal-Question Jurisdiction

A. Introduction

Now, the Court must determine whether the complaint implicates federal-question jurisdiction. To recap, the sole asserted basis for subject-matter jurisdiction in this case is the FAA. *See* ECF No. 1 ¶ 3. Because the FAA, standing alone, provides no basis for subject-matter jurisdiction, the Court examines “the face of the application” for “an independent jurisdictional basis.” *Badgerow*, 596 U.S. at 9, 142 S.Ct. 1310. No one claims that there is diversity jurisdiction.³ But both parties say there is federal-question jurisdiction. *See* ECF No. 26 at 3; ECF No. 27 at 4–5. To answer the question of whether this complaint implicates federal-question jurisdiction, the Court must wade into an area whose contours are still being defined following *Badgerow*. Where the FAA petition is predicated on diversity, the inquiry is straightforward enough. *See Badgerow*, 596 U.S. at 9, 142 S.Ct. 1310 (observing that the parties were from the same state). But analyzing federal-question jurisdiction is a more involved inquiry.

B. Authority After *Badgerow*

The Second Circuit first explicated this exact issue post-*Badgerow* in *Trustees of the New York State Nurses Association Pension Plan v. White Oak Global Advisors, LLC*, 102 F.4th 572 (2d Cir. 2024). In *White Oak*, a pension plan asserted various claims against its investment manager pursuant to the federal Employee Retirement Income Security Act (“ERISA”). *Id.* at 583–84. The plan prevailed on its claims in arbitration and the federal district court confirmed the award. *Id.* Following *Badgerow*, the investment manager challenged the district court’s judgment, asserting that it lacked subject-matter jurisdiction to entertain the plan’s FAA petition. *Id.* at 584. In analyzing *Badgerow*, the Second Circuit explained that it “instructs that subject matter jurisdiction over a petition to confirm an award turns on the law governing the contractual rights created by the arbitration agreement.” *Id.* at 596. Thus, because contracts are typically “creatures of state law” (like the employment contract mandating arbitration in *Badgerow*), “an action to enforce an arbitration contract through confirmation of its resulting award ordinarily does not arise under federal law.” *Id.* Notwithstanding that general principle, the Second Circuit ultimately held that the specific arbitration agreement in *White Oak* represented “an exception” because of the “the federal ERISA claim in the [FAA] petition.” *Id.* at 596–97.

*4 In describing the exception just mentioned, the Second Circuit reasoned that the contractual right at issue in the case “[d]erive[d] from an ERISA [c]ontract.” *Id.* at 595. The court specifically explained that the arbitration agreement was “an integral part of the documents governing the Plan and [was] governed by ERISA.” *Id.* at 598. In further distinguishing away from an arbitration agreement governed by state law, the court explained that ERISA “preempts any state laws that [would] purport” to govern the agreement between the plan and the investment manager. *Id.* Despite all this, the Court of Appeals was clear in stating that “ERISA express preemption, and its displacement of state contract law with federal common law, does not create ‘arising under’ jurisdiction” pursuant to Section 1331. *Id.* at 600. It additionally observed that ERISA remedies are limited to those provided by the substantive statute. *Id.* Thus, explained the Second Circuit, “for jurisdiction to be proper, the petition to confirm must state a cause of action contained within ERISA or another federal statute.” *Id.* And the plan satisfied that test only because a specific ERISA provision “contemplates enforcement of a petition to confirm an arbitral award.” *Id.*; *see* 29 U.S.C. § 1132(a)(3) (ERISA provision permitting a plan “participant or beneficiary” to, *inter alia*, “enforce any provisions of [ERISA] or the terms of the plan”).

C. Application

Unsurprisingly, Plaintiff seizes on *White Oak*’s bottom-line holding, arguing that because the claim there was “predicated on ERISA,” this case is the same insofar as it is predicated on the NSA. ECF No. 26 at 3. Defendant similarly argues that the NSA “create[d] the cause of action” that Plaintiff seeks to confirm under the FAA and, similarly, that “Plaintiff’s claim is triggered solely by the federal NSA.” ECF No. 27 at 4, 6. The Court disagrees. Closer analysis of *White Oak* makes clear that a “predicate[]” federal claim is not enough to implicate Section 1331. That is because this case does not involve federally-governed contractual rights. And, even if it did, Plaintiff would lack a federal cause of action to enforce them under the FAA.

i. Lack of Contractual Rights

Plaintiff runs into a threshold issue in seeking to enforce contractual rights under the NSA. As the Second Circuit explained, in FAA cases, the relevant “contractual rights” do not emerge from the ultimate arbitral award but rather from

the agreement to arbitrate. See *White Oak*, 102 F.4th at 596 (“[A] petition to confirm an award does not vindicate the award itself, but rather enforces the parties’ agreement to arbitrate and abide by the resulting award.”). Based on this, in *White Oak*, the district court initially endorsed a “broader theory that federal question jurisdiction lies over any FAA § 9-11 petition seeking to enforce an arbitration agreement whose contractual rights are governed exclusively by federal law.” *Id.* at 600 n.10. Put differently, there would have been enough in the petition for federal-question jurisdiction even had the substantive ERISA statute not provided its own cause of action. Specifically, the district court reasoned that “[i]t is plain from the face of the Plan’s petition that the narrow contractual rights before the court ‘relate to’ an ERISA plan and are governed exclusively by federal law,” and differentiated the case from “a state-law based Section 9 application as was at issue in *Badgerow*.” *Trs. of N.Y. State Nurses Ass’n Pension Plan v. White Oak Glob. Advisors, LLC*, No. 21-cv-8330, 2022 WL 2209349, at *4 (S.D.N.Y. June 20, 2022).

Because ERISA contained a relevant federal cause of action, the *White Oak* court left open the question of whether the broader theory of liability just described is viable. See 102 F.4th at 600 n.10. Even assuming that it is, a fundamental problem emerges in the NSA context. Defendant is right to observe in its opposition to Plaintiff’s motion that there is no arbitration agreement in this case. See ECF No. 28 at 14. Or as another court has put it, “the NSA’s IDR process can be called ‘arbitration[,]’ [b]ut arbitration, at least under the FAA, assumes an ‘agreement’ or ‘contract’ to arbitrate.” See *Med-Trans Corp. v. Cap. Health Plan, Inc.*, 700 F. Supp. 3d 1076, 1083 (M.D. Fla. 2023). However, “[t]he NSA’s IDR ... is statutorily compelled.” *Id.* And without an agreement to arbitrate, this case diverges sharply from the broader theory of Section 1331 jurisdiction based on contractual rights alone. Recall that in *White Oak*, “the arbitration agreement ... [was] not some separate instrument governed by an entirely different body of state contract law, but rather [was] an integral part of the documents governing the Plan and [was] governed by ERISA.” 102 F.4th at 598. By contrast, this case involves no arbitration agreement “governed by” federal law. *Id.* That alone would seem to be enough to defeat federal jurisdiction under *Badgerow*. But the defect here runs even deeper. Not only is there no agreement to arbitrate under state law, but there is no such agreement at all. And without predicate contractual rights to enforce, there can be no jurisdictional hook based on federal contractual rights. See *White Oak*, 2022 WL 2209349, at *5.

ii. Lack of Cause of Action

*5 In any case, even had this action involved an “[NSA]-governed contract,” the NSA flunks the Second Circuit’s cause-of-action requirement. See *White Oak*, 102 F.4th at 595. Specifically, the “exception” described in *White Oak* is unavailable because the complaint, construed as a petition, does not “state a cause of action” under the NSA. *Id.* at 600. As the Fifth Circuit recently explained, “[t]he NSA ... provides that an IDR award ‘shall not be subject to judicial review, except in a case described in any of paragraphs (1) through (4) of section 10(a)’ of the [FAA].” *Guardian Flight L.L.C. v. Health Care Serv. Corp.*, 140 F.4th 271, 274 (5th Cir. 2025) (precedential order) (quoting 42 U.S.C. §§ 300gg-112(b)(5)(D), 300gg-111(c)(5)(E)). Those four paragraphs, see 9 U.S.C. § 10(a), “set[] forth specific grounds for vacating arbitration awards”: “corruption, fraud, or undue means in procurement of the award, evident partiality or corruption in the arbitrators, specified misconduct on the arbitrators’ part, or where the arbitrators exceeded their powers.” See *Jock v. Sterling Jewelers Inc.*, 646 F.3d 113, 121 (2d Cir. 2011). Accordingly, “the NSA contains no express right of action to enforce or confirm an IDR award,” nor does it contain an implied private right of action to do the same. See *Guardian Flight*, 140 F.4th at 274–75 (emphasis added). So, by seeking confirmation here, Plaintiff asks the Court to impermissibly invent a cause of action to confirm an award under the NSA. See ECF No. 1 ¶ 28.⁴ It may not do so.

Plaintiff initially argued that the NSA provides a private cause of action. See ECF No. 22-1 at 13–15 (citing, *inter alia*, *Guardian Flight LLC v. Aetna Life Ins. Co.*, No. 24-cv-00680, --- F.Supp.3d ---, 2025 WL 1399145 (D. Conn. May 14, 2025)). The Court rejects that position for the reasons just described, with which Defendant agrees. See ECF No. 28 at 15; see also *Guardian Flight*, 140 F.4th at 276 n.5. Now, in response to the Order to Show Cause, the parties urge that the absence of a cause of action is not dispositive and that federal-question jurisdiction is broader. See, e.g., ECF No. 28 at 3 n.1, 9 (“[T]he question of whether the Court has subject matter jurisdiction under the well-pleaded complaint rule and whether Plaintiff fails to state a claim are two separate inquiries.”). To be sure, that argument has some merit. Although in the “vast bulk of suits that arise under federal law,” “federal law creates the cause of action asserted,” there are some “extremely rare exceptions” in which federal-question jurisdiction may exist even without a

federal cause of action. *Gunn v. Minton*, 568 U.S. 251, 257, 133 S.Ct. 1059, 185 L.Ed.2d 72 (2013).

Following *White Oak*, these exceptions seem foreclosed because “the petition to confirm must state a cause of action.” 102 F.4th at 600; accord *Friedler v. Stifel, Nicolaus, & Co.*, 108 F.4th 241, 250–51 (4th Cir. 2024) (Wilkinson, J., concurring) (interpreting *White Oak* to require as much). Nevertheless, even assuming the exceptions are available, they cannot help here. Defendant asks the Court to apply the so-called *Gunn-Grable* exception, arguing that “[a] federal court may exercise federal question jurisdiction ‘if a federal issue is: (1) necessarily raised, (2) actually disputed, (3) substantial, and (4) capable of resolution in federal court without disrupting the federal-state balance approved by Congress.’ ” ECF No. 27 at 4–5 (quoting *Tantaros v. Fox News Network, LLC*, 12 F.4th 135, 147–48 (2d Cir. 2021)). But *Tantaros* shows why that test is inapplicable here: it is used to determine if there is “[f]ederal jurisdiction over a state law claim.” *Tantaros*, 12 F.4th at 140–41; accord *Grable & Sons Metal Prods., Inc. v. Darue Eng’g & Mfg.*, 545 U.S. 308, 314, 125 S.Ct. 2363, 162 L.Ed.2d 257 (2005). That is not relevant where both parties assert that the face of the petition contains only a federal law claim based on a statute that plainly supplies no enforceable rights in this posture. See ECF No. 26 at 3; ECF No. 27 at 4.

*6 Importantly, this is the only outcome consistent with the review regime selected by Congress in the NSA. As the Fourth Circuit has explained, “*Badgerow* suggests that there may be federal statutes beyond the FAA itself that would ‘entitle[] the applicant to relief’ and thus support jurisdiction.” *Friedler*, 108 F.4th at 247 (brackets retained) (quoting *Badgerow*, 596 U.S. at 9, 142 S.Ct. 1310). In that case, the court observed that an alleged violation of the Securities Exchange Act would have been insufficient to support federal jurisdiction, since the SEC Act would not have provided for the vacatur sought in the FAA action. *Id.* at 248. So, too, here. As discussed, the NSA explicitly provides for a “strictly limited form of judicial review” of IDR decisions.

Guardian Flight, 140 F.4th at 277. The NSA plainly does not provide for the confirmation of awards. See *id.* at 276 (“Congress chose not to incorporate § 9 into the NSA. It incorporated only parts of § 10. By contrast, in other statutes, Congress *has* incorporated § 9 to create a private right of action.” (emphasis in original)). More generally, there is no indication that, as the parties would have it, Congress sought to provide those bound to IDR awards with every remedy available under the FAA. To the contrary, “the NSA’s text and structure point in the opposite direction. The NSA expressly *bars* judicial review of IDR awards *except* as to the specific provisions borrowed from the FAA.” *Id.* at 275 (emphases in original). And the Second Circuit has cast this problem in jurisdictional terms.⁵ In *White Oak*, the court searched for a private right of action in part because of the command “not ... to fill in unwritten gaps in ERISA’s civil remedies.” 102 F.4th at 600. That rationale applies with equal force here and militates against adopting a view of federal-question jurisdiction that would permit parties to use the FAA to obtain remedies under the NSA that Congress chose not to provide. See *Med-Trans*, 700 F. Supp. 3d at 1084 (“Neither the NSA nor the FAA says that the FAA bears on the NSA outside the four explicitly incorporated paragraphs. The Court will not assume otherwise.”).

* * *

CONCLUSION

For the foregoing reasons, the complaint is dismissed without prejudice for want of subject-matter jurisdiction. *Fed. R. Civ. P.* 12(h)(3). Accordingly, Plaintiff’s motion for judgment on the pleadings is denied as moot.

SO ORDERED.

All Citations

--- F.Supp.3d ----, 2025 WL 1860241

Footnotes

- 1 Unless otherwise indicated, when quoting cases and the parties' papers, all internal quotation marks, alteration marks, emphases, footnotes, and citations are omitted. The Court refers to the pages assigned by the Electronic Case Files system ("ECF").
- 2 Plaintiff appears to miss this distinction by arguing, in part, that subject-matter jurisdiction is proper because "the claims in the underlying arbitration" are based on the federal NSA. ECF No. 26 at 3. As just discussed, *Badgerow* rejects that approach.
- 3 Plaintiff asserts entitlement to \$47,466.07, which is below [Section 1332\(a\)](#)'s \$75,000 jurisdictional threshold. See ECF No. 1 ¶ 22; see *also* ECF No. 26 at 3 (Plaintiff disavowing diversity jurisdiction based on the amount in controversy). Nor can the Court determine Plaintiff's citizenship. It is a limited liability company, and so it "takes the citizenship of all of its members." *Platinum-Montaur Life Scis., LLC v. Navidea Biopharmaceuticals, Inc.*, 943 F.3d 613, 615 (2d Cir. 2019). However, there are no allegations concerning Plaintiff's membership.
- 4 Plaintiff's authority is distinguishable on (minimally) the basis of a missing cause of action. See *Demopoulos v. Curcio*, No. 20-cv-01208, 2023 WL 2166907, at *2 (E.D.N.Y. Feb. 6, 2023) (ERISA and Labor Management Relations Act contain private causes of action); *LifeVoxel.AI Inc. v. Mamillapalli*, No. 23-cv-00534, 2024 WL 1343590, at *4 (D. Conn. Mar. 29, 2024) (same for the Defend Trade Secrets Act). The court in *Atticus Limited Liability Co. v. Dramatic Publishing Co.*, No. 22-cv-10147, 2023 WL 3135745, at *7 (S.D.N.Y. Apr. 27, 2023), was merely attempting to ascertain the basis of federal jurisdiction in another case for its claim preclusion analysis. In any event, that case involved a claim under the Copyright Act, which also contains a private right of action, see 17 U.S.C. § 501(b).
- 5 Indeed, Defendant makes several of these same points about the missing cause of action and limited review scheme in both its response to the Order to Show Cause and opposition to Plaintiff's motion, but treats them as merits, rather than jurisdictional, problems. As explained here, *White Oak*, which Defendant notably fails to engage with, instructs otherwise.

End of Document

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Exhibit

2

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT

GUARDIAN FLIGHT LLC, :
et al., :
 :
Plaintiffs, :
 : CIVIL ACTION NO.:
VS. : 3:24-cv-00680-MPS
 :
AETNA INSURANCE COMPANY, :
et al., :
 :
Defendants. :

CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER
VIDEOTAPED / REALTIMED DEPOSITION OF
BARBARA R. BERKOWITZ
JUNE 25, 2025

Reported By:

Pat English-Arredondo, CSR(TX), CRR, RMR, CLR

Job No: 1357772

1 you mean by that whether the claim should be
2 submitted as two IDRs versus one IDR?

3 A. Yes.

4 Q. Is that confusion Aetna's fault, too?

5 A. I don't believe I'm placing fault on
6 anyone.

7 Q. Ms. Berkowitz, we've been going about an
8 hour and a quarter. Let us give you a break. Maybe
9 ten minutes, or whatever you need, and then we will
10 come back. Okay?

11 A. Thank you.

12 THE VIDEOGRAPHER: Going off the
13 record at 10:17.

14 (Recess taken at 10:17 a.m., resuming
15 at 10:35 a.m.)

16 THE VIDEOGRAPHER: We are back on the
17 record at 10:35.

18 Q. (By Mr. Shely) Ms. Berkowitz, are you
19 aware of any lawsuits or arbitrations of which GMR
20 is a party relating to NSA issues, other than the
21 case in which you're taking -- we are taking your
22 deposition today?

23 A. I believe there are some additional
24 cases.

25 Q. How many?

1 A. I do not know.

2 Q. Do you know the parties who have been
3 sued or are subject to arbitration?

4 A. I believe there are multiple disputes
5 pending -- or there are multiple suits either in
6 process or going to be in process for unpaid IDR
7 awards.

8 Q. And who are the defendants in those
9 actions.

10 A. I am not aware of those -- those
11 specifics.

12 Q. Do you know of any payor that is subject
13 to another action -- or an action by GMR?

14 A. I believe Blue Cross Blue Shield
15 New Mexico.

16 MR. SCHRAMEK: I would caution
17 Ms. Berkowitz. You mentioned "or to be filed." Not
18 to disclose any discussions or confidential
19 attorney-client communications about future action.
20 The question is only relating to the on-file
21 matters.

22 THE WITNESS: Thank you.

23 Q. (By Mr. Shely) You mentioned one against
24 Blue Cross Blue Shield of New Mexico. Is that
25 pending -- do you know where it's pending?

1 COUNTY OF HARRIS)
2 STATE OF TEXAS)
3

4 REPORTER'S CERTIFICATION
5

6 I, Pat English-Arredondo, CSR (TX), RMR, CRR, CLR,
7 Certified Shorthand Reporter in and for the State of
8 Texas, hereby certify that this transcript is a true
9 record of the testimony given and that the witness
10 was duly sworn by the officer.

11 I further certify that I am neither attorney nor
12 counsel for, related to, nor employed by any of the
13 parties to the action in which this testimony was
14 taken. Further, I am not a relative or employee of
15 any attorney of record in this cause, nor do I have
16 a financial interest in the action.

17 Subscribed and sworn to on this the 30th day of
18 June, 2025.

19 _____

Pat English-Arredondo, CSR(TX)

20 NCRA Certified Merit Reporter

NCRA Certified Realtime Reporter

21 Texas CSR No. 3828

Expiration Date: 4/30/2026

22 Magna Legal Services, LLC

Firm Registration No.: 633

23 16414 San Pedro Avenue, Suite 900

San Antonio, Texas 78232

24
25 Job No. 1357772

General Information

Case Name	Guardian Flight LLC et al v. AETNA Life Insurance Company Inc et al
Court	U.S. District Court for the District of Connecticut
Date Filed	Thu Apr 11 00:00:00 EDT 2024
Judge(s)	Michael P. Shea
Federal Nature of Suit	Statutes: Other Statutory Actions [890]
Docket Number	3:24-cv-00680
Parties	AETNA Life Insurance Company Inc; Global Medical Response, Inc.; REACH Air Medical Services, LLC; CVS Pharmacy, Inc.; Cigna Health and Life Insurance Co.; Reach Air Medical Services LLC; Aetna Health Inc; Aetna Health and Life Insurance Company; CVS Health Corporation; Calstar Air Medical Services, LLC; Med-Trans Corporation; Air Evac EMS, Inc.; Guardian Flight LLC; AirMed International, LLC