

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT**

GUARDIAN FLIGHT LLC, et al.,

Plaintiffs,

v.

AETNA LIFE INSURANCE COMPANY, et
al.,

Defendants.

CIVIL ACTION NO. 3:24-cv-00680-MPS

**CIGNA HEALTH AND LIFE INSURANCE COMPANY'S MOTION FOR SUMMARY
JUDGMENT**

Pursuant to Rule 56 of the Federal Rules of Civil Procedure and Local Civil Rule 56(a), Defendant Cigna Health and Life Insurance Company ("Cigna") respectfully moves for summary judgment on all remaining claims asserted against it in this action. In support of this Motion, Cigna states as follows:

1. Plaintiffs are out-of-network air ambulance providers united under a common parent, Global Medical Response, Inc. ("GMR"), who allege that Cigna failed to timely pay certain Independent Dispute Resolution ("IDR") determinations under the No Surprises Act ("NSA"), 42 U.S.C. § 300gg-111 et seq. Plaintiffs assert claims under the NSA (Count I), the Employee Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C. § 1132 (Count II), and the Connecticut Unfair Trade Practices Act ("CUTPA"), Conn. Gen. Stat. § 42-110b (Count III).

2. Cigna is entitled to summary judgment on Count I because the NSA does not create a private right of action for the enforcement of IDR awards. The Fifth Circuit's decision in *Guardian Flight, L.L.C. v. Health Care Service Corp.*, 140 F.4th 271 (5th Cir. 2025), cert. denied, 2026 U.S. LEXIS 397 (Jan. 12, 2026), and the overwhelming consensus of district courts nationwide, confirm that no private enforcement remedy exists under the statute. With the benefit

of the Fifth Circuit's subsequent decision and the Supreme Court's denial of certiorari, this Court's May 14, 2025 Order now represents a singular departure from a near-unbroken line of authority.

3. Cigna is entitled to summary judgment on Count II because Plaintiffs lack derivative standing under ERISA. The beneficiaries from whom Plaintiffs purport to derive their rights suffered no concrete injury, as the NSA shields beneficiaries from balance billing and the IDR payment obligation runs to providers, not patients. Additionally, Plaintiffs cannot demonstrate valid assignments for all claims at issue, and this Court's May 14, 2025 Order already disposed of Plaintiffs' equitable relief claims under ERISA § 502(a)(3).

4. Independently, Cigna is entitled to summary judgment because loss of an IDR arbitration award under the NSA does not create insurance coverage or payment obligations where none otherwise existed under the applicable health plan. Under Connecticut law, the doctrines of waiver and estoppel cannot create primary liability where none exists.

5. Cigna is entitled to summary judgment on Count III because Plaintiffs cannot satisfy the demanding standard for a CUTPA claim. The undisputed evidence demonstrates that any delays in processing IDR awards resulted from process complexity, good faith administrative challenges, and industry-wide implementation difficulties (from which Plaintiffs suffered equally), not intentional misconduct or a "general business practice" of unfair settlement practices as required by CUIPA, Conn. Gen. Stat. § 38a-816(6). (SUF ¶¶ 9–31, 35–46.) Cigna has adopted a written policy mandating compliance with IDR outcomes within 30 calendar days and stating that "[t]here are no exceptions to this policy." (SUF ¶¶ 11–12.) Additionally, Plaintiffs lack standing to assert claims under § 38a-816(6) as third-party claimants, and CUTPA/CUIPA does not permit Plaintiffs' claim as a matter of law.

6. Many claims identified as "unpaid" or "late paid" are not Cigna-administered, are not Cigna's financial responsibility, or are ineligible for the federal IDR process due to Medicare, Medicaid, or state law preemption. (SUF ¶¶ 32–34.) Some claims were denied for valid administrative and eligibility reasons, including benefit exhaustion, non-covered services, duplicate claims, coordination of benefits, or member ineligibility. (SUF ¶ 33.) Cigna's Memorandum of Law in Support of this Motion and Statement of Undisputed Material Facts, filed contemporaneously herewith, set forth in full the legal and factual bases for summary judgment.

WHEREFORE, Cigna respectfully requests that this Court enter summary judgment in its favor on all remaining claims and dismiss this action with prejudice, or, in the alternative, certify the controlling question of law regarding the NSA's private right of action for interlocutory appeal under 28 U.S.C. § 1292(b), and for such other and further relief as this Court deems just and proper.

Respectfully submitted,
Attorneys for Defendant CIGNA HEALTH
AND LIFE INSURANCE COMPANY
By: its Attorneys

/s/ Ruel W. Smith

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Dated: March 19, 2026

CERTIFICATE OF SERVICE

I, Ruel W. Smith, hereby certify that the documents filed through the ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing

(NEF) and paper copies will be sent to those indicated as non-registered participants on March 19, 2026.

/s/ Ruel W. Smith

Ruel W. Smith