

**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

**PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT
ON PLAINTIFFS' NSA CLAIM, ERISA CLAIM, AND CUTPA CLAIM,
DEFENDANTS' AFFIRMATIVE DEFENSES, AND AETNA'S COUNTERCLAIMS**

Pursuant to FED. R. CIV. P. 56, and D. CONN. L. CIV. R. 56, Plaintiffs¹ move this Court for summary judgment on the remedies sought by Plaintiffs for their causes of action (1) for payment under the NSA of outstanding IDR determinations, (2) for payment under ERISA of outstanding IDR determinations for health plans governed by ERISA, and (3) for violation of CUTPA. Plaintiffs further seek summary judgment on all of Aetna's counterclaims. Finally, to the extent the Court determines any liability issues remain for trial, Plaintiffs seek summary judgment that IDR eligibility is not a defense to payment of an IDR award that has not been administratively rescinded or judicially vacated. The grounds for summary judgment are discussed below and in detail in Plaintiffs' Memorandum of Law in Support of Motion for Summary Judgment.

Plaintiffs are entitled to summary judgment on each of their claims because there is no material factual dispute that Plaintiffs have established all required elements of their claims.

¹ Guardian Flight, LLC ("Guardian Flight"), REACH Air Medical Services, LLC ("REACH"), CALSTAR Air Medical Services, LLC ("CALSTAR"), Med-Trans Corporation ("Med-Trans"), Air Evac EMS, Inc. ("Air Evac"), and AirMed International LLC ("AirMed") (collectively "Plaintiffs")

ORAL ARGUMENT REQUESTED

Plaintiffs are entitled to summary judgment on their NSA claim because IDR determinations are binding on the parties and must be paid within 30 days, which has not been done for millions of dollars of awards between Plaintiffs and Defendants.

Plaintiffs are entitled to summary judgment on their ERISA claim because they have patient assignments of their rights under health plans governed by ERISA that were made in exchange for health care and their health plans covered the underlying air ambulance transports. Accordingly, they have valid claims for ERISA benefits with respect to the IDR awards that have not been paid by Defendants.

Plaintiffs are entitled to summary judgment on their CUTPA claim because Defendants have (1) “not attempt[ed] in good faith to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear” (2) “with such frequency as to indicate a general business practice,” (3) resulting in “ascertainable loss of money or property.” In particular, they routinely do not pay IDR awards within thirty (30) days and further withhold all payment on many awards without any legal basis to do so in accordance with internal policies and procedures.

To the extent the Court determines any liability issues of fact exist for any cause of action, Plaintiffs seek summary judgment on Defendants’ eligibility and misrepresentation defenses because the IDR Awards at issue have not been administratively rescinded or judicially vacated—the only ways to avoid paying an IDR award—and because the IDRE alone is empowered to determine eligibility.

Plaintiffs are further entitled to summary judgment on all of Aetna’s counterclaims because the counterclaims are all barred by the *Noerr-Pennington* doctrine.

Plaintiffs are entitled to summary judgment on Aetna's CUTPA counterclaim because CUTPA does not apply. Plaintiffs are entitled to summary judgment on Aetna's "unbundling" CUTPA counterclaim because the practice is lawful and specifically allowed by federal regulators.

Plaintiffs are entitled to summary judgment on Aetna's fraud counterclaim because Aetna did not rely on any alleged misrepresentations and Plaintiffs' eligibility attestations were made to the best of their knowledge at the time of submission.

Plaintiffs are entitled to summary judgment on Aetna's money had and received counterclaim because Aetna has a legal obligation to pay IDR awards under the NSA.

Plaintiffs are entitled to summary judgment on Aetna's declaratory judgment and injunctive relief counterclaim because the requested relief is unreasonably vague and ambiguous, and seeks to improperly restrain Plaintiffs from participating in federal dispute resolution, and seeks to impose a standard with which compliance would be impossible.

In support of this motion, Plaintiffs submit (1) Plaintiffs' Memorandum of Law in Support of Motion for Summary Judgment; (2) Plaintiffs' Local Rule 56(a)1 Statement of Undisputed Material Facts; and (3) evidentiary exhibits and testimony from which the undisputed material facts are drawn.

Dated: March 19, 2026

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CERTIFICATE OF SERVICE

I certify that on March 19, 2026, a true and correct copy of the foregoing was served electronically on all counsel of record.

/s/ Adam T. Schramek

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