

**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' REPLY TO AETNA'S RESPONSE TO
NOTICE OF SUPPLEMENTAL AUTHORITY**

Defendant Aetna's response to Plaintiffs' Notice of Supplemental Authority exceeded the scope of Plaintiffs' notice by providing the Court with briefing on two new authorities: (1) a June 4, 2026 final rule from the Departments ("Final Rule"), and (2) the United States Supreme Court's recent decision in *Mullin v. Doe*, 146 S.Ct. 2121 (U.S. June 25, 2026). Plaintiffs accordingly respond to the new authorities.

I. *Mullin v. Doe*, 146 S.Ct. 2121 (U.S. June 25, 2026)

Aetna contends that the Supreme Court's recent decision in *Mullin v. Doe* forecloses any statutory basis for this Court to enforce IDR determinations under the No Surprises Act ("NSA"). *Mullin* concerned an immigration statute whereby aliens of certain foreign states could obtain temporary protected status in the United States ("TPS statute"). 146 S.Ct. at 2127-2128. The determination of which foreign states qualify for such status is discretionary with the executive branch. The statute thus provides "[t]here is no judicial review of any determination of the [Secretary of Homeland Security] with respect to the designation, or termination or extension of a designation, of a foreign state under this subsection." 8 U.S.C. § 1254a(b)(5)(A). Accordingly, the

Court concluded that non-constitutional claims concerning the Secretary’s de-designation of Haiti and Syria from the program were barred. *Id.* at 2134.

The TPS statute and the NSA are structurally incomparable. The TPS statute’s judicial-review bar shields a purely discretionary immigration determination from any substantive judicial oversight other than on constitutional grounds. The NSA, on the other hand, creates private payment obligations between private parties. Unlike TPS status, which by its nature is “temporary” and can be lifted at any time, an IDR payment obligation is binding on the parties unless vacated. And the proceedings leading to those payment determinations may only be reviewed by the judiciary under the four grounds for vacatur enumerated in the Federal Arbitration Act. The immigration case cited by Aetna has no bearing on this Court’s interpretation of the NSA and judicial enforcement of the private payment obligations it created. *See* Doc. 264 at 14–16.

II. Final Rule

Aetna asks the Court to “consider” the Final Rule in resolving summary judgment issues. *See* Doc. 400 at 5. In particular, it notes that the Final Rule allows parties to request extensions of deadlines during the IDR process due to extenuating circumstances, such as a high volume of disputes. *Id.* But the Final Rule is no different than the rule that has been in place since before the IDR program even began operations. *See* Interim Final Rules, 86 Fed. Reg. 56009 (October 7, 2021) (“Extension of Time Periods for Extenuating Circumstances”). Aetna has always been able to make such requests. More importantly, the rule is irrelevant to Aetna’s obligation to either pay or seek vacatur of IDR awards once issued.

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CERTIFICATE OF SERVICE

I certify that on August 21, 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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