

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT

TRUSTEES OF INTERNATIONAL
UNION OF BRICKLAYERS AND
ALLIED CRAFTWORKERS LOCAL 1
CONNECTICUT HEALTH FUND and
TRUSTEES OF SHEET METAL
WORKERS' LOCAL NO. 40 HEALTH
FUND, individually and on behalf of
the INTERNATIONAL BRICKLAYERS
AND ALLIED CRAFTWORKERS
LOCAL 1 CONNECTICUT HEALTH
FUND, the SHEET METAL WORKERS'
LOCAL NO. 40 HEALTH FUND, and all
others similarly situated,

Plaintiffs,

v.

ELEVANCE, INC. F/K/A ANTHEM, INC.,
ANTHEM HEALTH PLANS, INC. D/B/A
ANTHEM BLUE CROSS AND BLUE
SHIELD, ANTHEM BLUE CROSS,
EMPIRE BLUE CROSS BLUE SHIELD,
and EMPIRE BLUE CROSS,

Defendants.

CIVIL ACTION NO.: 3:22-cv-01541-VLB

THE HON. JUDGE BRYANT

MARCH 10, 2023

DEFENDANTS' MOTION TO DISMISS PLAINTIFFS' COMPLAINT

Pursuant to Federal Rules of Civil Procedure 12(b)(1) and 12(b)(6), Defendants hereby move the Court to dismiss Plaintiffs' Complaint. The claims in this lawsuit rely on the incorrect premise that Defendants act as ERISA fiduciaries of Plaintiffs' health plans when performing the functions alleged in the Complaint. Because Defendants are not ERISA fiduciaries, this case is a garden-variety contract dispute and should be dismissed.

Even if Defendants are ERISA fiduciaries, the Complaint fails to state a claim under Rule 12(b)(6) because the parties' contractual provisions that Plaintiffs' purport to challenge do not violate any fiduciary duty under ERISA. Plaintiffs' allegations do not plausibly allege an ERISA violation for other reasons: For one, the parties' contractual requirements on audits and data reporting are "reasonable restrictions" that ERISA Section 724 permits. And Plaintiffs have not alleged any plausible harm from the purported ERISA violations, so they lack Article III standing and cannot make out a valid fiduciary-breach claim for relief under ERISA.

The extent of Plaintiffs' overreach is apparent from their decision to sue Anthem BCBS-CT's parent company and several non-contracting subsidiaries of Elevance Health, Inc., despite alleging no conduct attributable to any of these non-contracting Defendants. The Complaint also seeks relief for claims dating back to 2016 even though the statutory basis for their claim did not take effect until December 2020; relief is barred to the extent claims are based on purported violations occurring before that date.

Further grounds for this motion are set forth in the accompanying memorandum in support. A proposed order is attached.

DATED: March 10, 2023

Respectfully submitted,

/s/ Michael G. Durham

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Inc., and Empire Health Choice HMO, Inc.***

CERTIFICATE OF SERVICE

I, Michael G. Donahue, attorney for the Defendants listed below, certify that, on March 10, 2023, I caused a copy of the foregoing to be served, via ECF, on all counsel of record and via email, on the following counsel:

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