

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

ROBERT COOK, :
plaintiff, :
 :
v. : CIVIL ACTION NO: 3:20-cv-139
 :
LIFE INSURANCE COMPANY OF :
NORTH AMERICA; CIGNA :
CORPORATION, :
defendant. :

RULING ON THE DEFENDANTS' MOTION TO DISMISS AND TRANSFER VENUE

This is an action seeking damages and injunctive relief in connection with the defendants' alleged violations of the Employee Retirement Income Security Act of 1974. 29 U.S.C. § 1001 et seq (hereinafter "ERISA"). It is brought pursuant to ERISA.

The defendants move to dismiss the complaint pursuant to Rules 12(b)(3) and 12(b)(6) of the Federal Rules of Civil Procedure. In the alternative, the defendants move for a transfer of venue pursuant to 28 U.S.C § 1406(a) and 28 U.S.C § 1404(a). The issues presented are: 1) whether the plaintiff has standing to assert an ERISA claim; and 2) whether venue is proper here.

For the reasons that follow, the defendants' motion to dismiss the plaintiff's complaint against the defendant, Cigna Corporation, (hereinafter "Cigna") is GRANTED.

FACTS

The complaint alleges the following:

Prior to August 12, 2016, the plaintiff, Robert Cook, a resident of Tennessee, worked for Crown Automotive Management, Inc. (hereinafter "Crown"), in Chattanooga, Tennessee. He was enrolled in Crown's long term disability plan ("plan"), an ERISA employee welfare benefit program.

The defendant, Life Insurance Company of North America (hereinafter "LINA"), a Pennsylvania-based and run corporation, issued the plan. Cigna is the parent company of LINA, and is a Connecticut-based and run corporation.

On August 12, 2016, Cook ceased work due to his disability related to various medical conditions. In February 2019, LINA terminated Cook's long term disability plan. In an effort to appeal this decision, Cook sent additional records to LINA, with the final letter dated August 15, 2019. By letter dated October 14, 2019, LINA denied Cook's appeal, outside the applicable deadline required by C.F.R. § 2560.503-1.

On January 31, 2020, Cook filed a complaint against the defendants for injunctive relief, and on April 1, 2020, submitted an amended complaint.

STANDARD

When ruling on a 12(b)(6) motion, the court must "accept the facts alleged in the complaint as true, and draw all

reasonable inferences in favor of the plaintiff." Broder v. Cablevision Sys. Corp., 418 F.3d 187, 196 (2d Cir. 2005). In order to survive a motion to dismiss, the complaint must allege "enough facts to state a claim to relief that is plausible on its face." Bell Atlantic Corp. v. Twombly, 550 U.S. 544, 570 (2007). The complaint must allege more than "[t]hreadbare recitals of the elements of a cause of action, supported by mere conclusory statements." Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009). The court may consider only those "facts stated on the face of the complaint, in documents appended to the complaint or incorporated in the complaint by reference, and to matters of which judicial notice may be taken." Allen v. WestPoint-Pepperell, Inc., 945 F.2d 40, 44 (2d Cir. 1991).

A court must grant a motion to dismiss pursuant to Federal Rule of Civil Procedure 12(b)(3) if a plaintiff fails to establish that venue is proper. "ERISA's venue provision 29 U.S.C. § 1132(e)(2), authorizes an ERISA action to be brought in a federal judicial district where (a) the plan is administered; (b) the breach took place; (c) the defendant resides; or (d) a defendant may be found." Aetna Life & Cas. V. Owen, No. 3:04-cv-817, 2004 U.S. Dist. LEXIS 21136 (D. Conn. 2004).

DISCUSSION

I. Standing re: Cigna

Cigna argues that Cook has no standing to assert his claim

against it because LINA issued the plan and Crown served as the plan administrator.

Cook argues in opposition that Cigna is a proper party in this case because it "exerts complete control over LINA," and Cigna's role as Cook's plan administrator.

Cook does not state sufficient facts to state a claim against Cigna. Specifically, Cook's statements regarding Cigna's full control of LINA and Cigna's direct role are unsupported and contradicted by the terms of the plan. Although LINA is a fully-owned subsidiary of Cigna, the relevant plan language confirms Cigna's lack of involvement. The plain language of the plan, incorporated into the complaint,¹ reveals that LINA has underwritten the claim, is the named resource for claim disputes, and is named twice as the issuer of the plan.² In his motion, Cook admits that LINA would be "obligated to pay" any damages if this suit is successful.³ The plan further

¹ On a motion to dismiss, the court may consider only those "facts stated on the face of the complaint, in documents appended to the complaint or incorporated in the complaint by reference, and to matters of which judicial notice may be taken." Allen v. WestPoint-Pepperell, Inc., 945 F.2d 40, 44 (2d Cir. 1991). "A complaint is . . . deemed to include any written instrument attached to it as an exhibit, materials incorporated in it by reference, and documents that, although not incorporated by reference, are 'integral' to the complaint." L-7 Designs Inc. v. Old Navy, LLC, 647 F.3d 419, 422 (2d Cir. 2011) (citations omitted). The plan is referenced in, and is the basis for, the plaintiff's claims and, therefore, the court concludes that it is integral to the complaint.

² Defendants' Ex. 1, pp. 5, 8, 19, 22.

³ Plaintiff's Complaint, ¶ 7.

specifies that LINA determined Cook's benefits eligibility throughout the lifetime of the plan.⁴ The only time Cigna is even named in the plan is on the final page, where the plan describes LINA as "as Cigna company" on Cigna letterhead.⁵ This passing reference is insufficient to establish Cigna as a proper party here.

Cook further argues that Cigna is a proper party in this case due to its status as plan administrator. However, Cook's plan specifically names his former Employer, Crown, as the official plan administrator.⁶ There is no express reference in the plan that indicates Cigna was in any way involved with, or administered, the plan.

Even drawing all reasonable inferences in favor of Cook, there are insufficient facts for the plaintiff to state a plausible claim of relief against Cigna. Cook has failed to allege "enough facts to state a claim to relief that is plausible on its face," Bell Atlantic Corp. v. Twombly, 550 U.S. 544, 570 (2007), with respect to Cigna and, therefore, the motion to dismiss is granted on this issue.

⁴ Defendants' Ex. 1, pp. 7, 8.

⁵ Defendants' Ex. 1, p. 32.

⁶ Defendants' Exhibit 1, p. 19 specifically names Crown as the plan administrator, and states that Crown, as the plan administrator, is "the agent for service of legal process."

II. Venue

"ERISA's venue provision 29 U.S.C. § 1132(e)(2), authorizes an ERISA action to be brought in a federal judicial district where (a) the plan is administered; (b) the breach took place; (c) the defendant resides; or (d) a defendant may be found." Aetna Life & Cas. V. Owen, No. 3:04-cv-817, 2004 U.S. Dist. LEXIS 21136 (D. Conn. 2004).

As the court concluded that Cigna is not an appropriate party to this case, the only viable defendant is LINA. Cook's former employer, Crown, is based in Florida.⁷ The defendant, LINA, is based in Pennsylvania.⁸ Cook is a resident of Tennessee, and all of the events giving rise to the claim in this case took place in Tennessee.⁹ In light of the court's dismissal of Cigna from this this case, there is no viable defendant that may be found in Connecticut. Further, as previously discussed, the provisions of the plan indicate that Crown, a Florida corporation, administered the plan. Accordingly, pursuant to the requirements of section 1132(e)(2), venue is not appropriate here. The motion to dismiss based on improper venue in Connecticut is granted.

⁷ Defendants' Ex. 1, p. 19.

⁸ Defendants' Motion to Dismiss/Transfer Venue, ¶ 3.

⁹ Plaintiff's Complaint, ¶¶ 4, 8.

CONCLUSION

For the foregoing reasons, the defendants' motion to dismiss (document no. 18) is GRANTED.

It is so ordered this 4th day of August 2020 at Hartford, Connecticut.

_____/s/_____
Alfred V. Covello
United States District Judge