UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

Jeremiah Redstone, M.D., as an authorized representative and attorney-in-fact of his patient D.R., and Wayne Lee, M.D., as an authorized representative and attorney-in-fact of his patient C.F., on behalf of themselves and on behalf of all others similarly situated v. Aetna, Inc. and Aetna Life Insurance Company

Redstone v. Aetna · No. No. 21-19434 (JXN)(JBC) · Decided March 12, 2026

SUMMARY

The United States District Court for the District of New Jersey denied Aetna's motion to dismiss an amended putative class action complaint involving reimbursement for out-of-network breast reconstruction services under Aetna's National Advantage Program. The court held that the plaintiffs adequately alleged an entitlement to benefits under ERISA § 502(a)(1)(B) based on mandatory plan-summary language concerning payment of a pre-negotiated rate. The court also allowed the plaintiffs' claims for injunctive and other equitable relief under ERISA § 502(a)(3) to proceed.

CASE DETAILS

COURT	United States District Court for the District of New Jersey
WRITING FOR THE COURT	Julien Xavier Neals
JURISDICTION	United States District Court for the District of New Jersey
DECIDED	March 12, 2026
DOCKET	No. 21-19434 (JXN)(JBC)
DISPOSITION	other
PROCEDURAL POSTURE	Defendants moved under Federal Rule of Civil Procedure 12(b)(6) to dismiss the amended putative class action complaint asserting claims under ERISA §§ 502(a)(1)(B) and 502(a)(3).
STANDARD OF REVIEW	On a Rule 12(b)(6) motion, the court identifies the elements of the claim, accepts well-pleaded factual allegations as true, construes the complaint in the plaintiff's favor, disregards legal conclusions, and determines whether the alleged facts plausibly show entitlement to relief.
PRECEDENTIAL VALUE	nonprecedential

PARTIES	Jeremiah Redstone, M.D., as an authorized representative and attorney-in-fact of his patient D.R., Wayne Lee, M.D., as an authorized representative and attorney-in-fact of his patient C.F., D.R., C.F., all others similarly situated v. Aetna, Inc., Aetna Life Insurance Company

TOPICS

motions to dismiss | health law | insurance | class actions | equitable relief

PRACTICE AREAS

ERISA | health insurance | civil procedure | class actions | equitable remedies

QUESTIONS PRESENTED

1. Whether the amended complaint plausibly alleged an enforceable entitlement to benefits under ERISA § 502(a)(1)(B) based on the plan summaries' NAP provisions.
2. Whether the claims for injunctive and other equitable relief under ERISA § 502(a)(3) should be dismissed as duplicative or because the § 502(a)(1)(B) claim failed.
3. Whether the court could consider the Multiplan Agreement and a declaration submitted by Aetna in connection with the motion to dismiss.

HOLDINGS

1. The amended complaint plausibly stated a claim under ERISA § 502(a)(1)(B) because the mandatory NAP language in the plan summaries permitted an inference that plaintiffs had a legally enforceable right to payment at the applicable pre-negotiated rates and that Aetna improperly failed to pay those rates.
2. The § 502(a)(3)(A) claim for injunctive relief and the § 502(a)(3)(B) claim for appropriate equitable relief survived the motion to dismiss.
3. The court could not consider Aetna's declaration because it was extraneous to and not relied on in the amended complaint; the Multiplan Agreement did not warrant dismissal even assuming it could be considered.

KEY QUOTATIONS

> *"From this mandatory language, wherein Aetna says it will pay NAP providers a pre-negotiated rate, the Court can infer Plaintiffs have a legal entitlement to benefits."*

> *"Because the Amended Complaint pleads enough facts for the Court to reasonably infer that Aetna violated ERISA § 502(a)(1)(B), the Court denies the motion to dismiss Count I."*

> *"For the foregoing reasons, Aetna's motion to dismiss the Amended Complaint (ECF No. 59) is DENIED."*

FACTUAL BACKGROUND

Aetna administered ERISA-governed health plans that included the National Advantage Program, under which participating out-of-network providers agreed to accept negotiated rates and not balance-bill patients. Plaintiffs Redstone and Lee, plastic surgeons who contracted with NAP vendor Multiplan, performed breast reconstruction surgeries for D.R. and C.F., whose plans included NAP coverage. Plaintiffs alleged that Aetna approved the surgeries for coverage but paid less than the negotiated NAP rates, thereby exposing the patients to potential balance billing.

PROCEDURAL HISTORY

Plaintiffs filed a putative class action in October 2021. The court previously dismissed the § 502(a)(1)(B) claim without prejudice but allowed the claims for injunctive and equitable relief under § 502(a)(3) to proceed. Plaintiffs filed an amended complaint in May 2025, and Aetna again moved to dismiss. The court denied the second motion to dismiss in its entirety.

DISPOSITION

other

CASES CITED

- Redstone v. Aetna, Inc., No. 21-19434, 2025 WL 842514 (D.N.J. Mar. 18, 2025)
- Ashcroft v. Iqbal, 556 U.S. 662, 675, 678–79 (2009)
- Bell Atlantic Corp. v. Twombly, 550 U.S. 544, 570 (2007)
- Malleus v. George, 641 F.3d 560, 563 (3d Cir. 2011)
- Fowler v. UPMC Shadyside, 578 F.3d 203, 210–11 (3d Cir. 2009)
- Phillips v. County of Allegheny, 515 F.3d 224, 233 (3d Cir. 2008)
- Davis v. Wells Fargo, 824 F.3d 333, 341 (3d Cir. 2016)
- Fleisher v. Standard Insurance Co., 679 F.3d 116, 120 (3d Cir. 2012)
- Hooven v. Exxon Mobil Corp., 465 F.3d 566, 574 (3d Cir. 2006)
- Hein v. F.D.I.C., 88 F.3d 210, 215 (3d Cir. 1996)
- CIGNA Corp. v. Amara, 563 U.S. 421, 438 (2011)
- Eugene S. v. Horizon Blue Cross Blue Shield of New Jersey, 663 F.3d 1124, 1131 (10th Cir. 2011)
- Ho v. Goldman Sachs & Co. Group Long Term Disability Plan, No. 13-6104, 2016 WL 8673067, at *9 (D.N.J. Oct. 28, 2016)
- Connecticut General Life Insurance Co. v. Roseland Ambulatory Center LLC, No. 12-05941, 2013 WL 5354216, at *2–3 (D.N.J. Sept. 24, 2013)
- In re Burlington Coat Factory Securities Litigation, 114 F.3d 1410, 1426 (3d Cir. 1997)