

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

Hamburger v. CareFirst BlueCross BlueShield, et al.

Hamburger · No. 1:25-cv-03000 (TNM) · Decided June 10, 2026

SUMMARY

The District Court for the District of Columbia dismissed Martin Hamburger’s ERISA claims against CareFirst BlueCross BlueShield and Caremark arising from the denial of coverage for Zepbound to treat obstructive sleep apnea. The court held that the governing group contract excluded prescription drugs for weight loss and that the fiduciary-duty claim was duplicative and implausible. The court also dismissed the putative class action because Hamburger could not adequately represent the class after his individual claims failed.

CASE DETAILS

COURT	United States District Court for the District of Columbia
WRITING FOR THE COURT	Trevor N. McFadden
JURISDICTION	United States District Court for the District of Columbia
DECIDED	June 10, 2026
DOCKET	1:25-cv-03000 (TNM)
DISPOSITION	dismissed
PROCEDURAL POSTURE	Plaintiff brought individual and putative class claims under ERISA for denial of benefits and breach of fiduciary duty. Defendants moved to dismiss under Federal Rule of Civil Procedure 12(b)(6).
STANDARD OF REVIEW	On a Rule 12(b)(6) motion, the court determines whether the complaint states a claim for relief that is plausible on its face, accepts well-pleaded factual allegations as true, draws reasonable inferences for the plaintiff, and need not credit legal conclusions cast as factual allegations.
PRECEDENTIAL VALUE	Published district court memorandum opinion; persuasive but not binding outside the court.
PARTIES	Martin Hamburger v. CareFirst BlueCross BlueShield, CaremarkPCS Health, et al.

TOPICS

insurance coverage

health law

motions to dismiss

class actions

contract interpretation

PRACTICE AREAS

ERISA

health insurance

class actions

civil procedure

contract interpretation

QUESTIONS PRESENTED

1. Whether Hamburger plausibly stated an ERISA claim for denial of benefits under 29 U.S.C. § 1132(a)(1)(B) when the governing plan excluded prescription drugs for weight loss.
2. Whether Hamburger could pursue a fiduciary-duty and equitable-relief claim under 29 U.S.C. § 1132(a)(3) based on the same alleged denial of coverage.
3. Whether the benefit denial notices substantially complied with ERISA's notice requirements.
4. Whether Hamburger could represent a putative class after his individual claims failed.

HOLDINGS

1. Hamburger failed to state a claim for denial of benefits because the Group Contract excluded prescription drugs for weight loss, and Zepbound fell within that exclusion even though it was prescribed to treat obstructive sleep apnea.
2. Hamburger could not maintain his § 1132(a)(3) claim because it sought relief for the same denial-of-coverage injury addressed by § 1132(a)(1)(B), and he also failed to plausibly allege a fiduciary-duty breach.
3. Hamburger could not represent the putative class because, having failed to state a viable individual claim, he could not fairly and adequately protect the interests of the class.

KEY QUOTATIONS

“That statutory language speaks of enforcing the terms of the plan, not of changing them.” (4)

“Section 1132(a)(3) is a “catchall” or “safety net, offering appropriate equitable relief for injuries caused by violations that [§ 1132] does not elsewhere adequately remedy.”” (8)

“Because Hamburger’s § 1132(a)(3) claim is duplicative and implausible, it fails twice over.” (9)

“As goes Hamburger’s individual suit, so does the class action.” (11)

FACTUAL BACKGROUND

Martin Hamburger was covered by a Destination DC health plan administered by CareFirst, with Caremark serving as pharmacy benefit manager. His physician prescribed Zepbound for obstructive sleep apnea, but Caremark denied coverage because the prescription benefit plan did not cover the medication, and it upheld that decision on appeal. The governing Group Contract excluded prescription drugs for weight loss, and CareFirst's formulary classified Zepbound as an anti-obesity agent.

PROCEDURAL HISTORY

Hamburger sought coverage from CareFirst and Caremark for Zepbound to treat obstructive sleep apnea. After the request and internal appeal were denied, he filed this action asserting claims under 29 U.S.C. §§ 1132(a)(1) (B) and 1132(a)(3), and seeking to represent a putative class. The district court granted defendants' motions to dismiss, concluding that the plan excluded Zepbound, that the fiduciary-duty claim was duplicative and implausible, and that Hamburger could not adequately represent the putative class because his individual claims failed.

DISPOSITION

dismissed

CASES CITED

- Ashcroft v. Iqbal, 556 U.S. 662, 678-79 (2009)
- Xia v. Tillerson, 865 F.3d 643, 649 (D.C. Cir. 2017)
- Kowal v. MCI Commc'ns Corp., 16 F.3d 1271, 1276 (D.C. Cir. 1994)
- Robinson v. Howard Univ., Inc., 335 F. Supp. 3d 13, 21 (D.D.C. 2018), *aff'd sub nom. Robinson v. Wutoh*, 788 F. App'x 738 (D.C. Cir. 2019)
- Tellabs, Inc. v. Makor Issues & Rts., Ltd., 551 U.S. 308, 322 (2007)
- Page v. Comey, 137 F.4th 806, 814 (D.C. Cir. 2025)
- Heimeshoff v. Hartford Life & Accident Ins. Co., 571 U.S. 99, 108 (2013)
- Stewart v. Nat'l Educ. Ass'n, 471 F.3d 169, 175 (D.C. Cir. 2006)
- Mastrobuono v. Shearson Lehman Hutton, Inc., 514 U.S. 52, 63 (1995)
- M & G Polymers USA, LLC v. Tackett, 574 U.S. 427, 435 (2015)
- Wright v. Metro. Life Ins., 618 F. Supp. 2d 43, 56-57 (D.D.C. 2009)
- Varsity Corp. v. Howe, 516 U.S. 489, 512, 515 (1996)
- Korotynska v. Metro. Life Ins. Co., 474 F.3d 101, 106 (4th Cir. 2006)
- Zalduondo v. Aetna Life Ins. Co., 845 F. Supp. 2d 146, 155 (D.D.C. 2012)
- Clark v. Feder Semo & Bard, P.C., 527 F. Supp. 2d 112, 116-17 (D.D.C. 2007)
- RadLAX Gateway Hotel, LLC v. Amalgamated Bank, 566 U.S. 639, 645 (2012)
- White v. Aetna Life Ins. Co., 210 F.3d 412, 414 (D.C. Cir. 2000)
- James v. Int'l Painters & Allied Trades Indus. Pension Plan, 844 F. Supp. 2d 131, 152 (D.D.C. 2012), *aff'd*, 738 F.3d 282 (D.C. Cir. 2013) (*per curiam*)
- Rivera v. Rosenberg & Assocs., LLC, 142 F. Supp. 3d 149, 162 (D.D.C. 2015)
- E. Tex. Motor Freight Sys. Inc. v. Rodriguez, 431 U.S. 395, 403-04 (1977)
- Gur-Ravantab v. Georgetown Univ., 345 F.R.D. 1, 7 (D.D.C. 2023)