

APPENDIX A

No. 22-1639

- 2 -

In 2022, Weber filed several motions that the district court construed as seeking enforcement of the settlement agreement. The court denied the motions as moot, concluding that it need not act to enforce the agreement. Weber then filed both a motion to reopen her case and an additional complaint against LINA that was consolidated with her existing case. The district court denied Weber's request to reopen her case or proceed with a new case, concluding that LINA made the payment required by the settlement agreement and Weber had agreed not to raise additional legal claims against LINA that were related to her initial action.

Weber then moved to stay the proceedings for six months and for a preliminary injunction to prevent the Social Security Administration from collecting an offset from the settlement funds. The district court denied the motions as moot, concluding that relief could not be granted because no case was pending. The court noted that any further filings would be immediately stricken.

On appeal, Weber generally argues that the district court erred by denying her relief. Weber has forfeited any argument that the district court erred by denying her request to reopen her case or proceed with a new case by failing to develop any meaningful challenge to the district court's order. *See Grinter v. Knight*, 532 F.3d 567, 574 n.4 (6th Cir. 2008). She likewise has forfeited any challenge to the district court's decision to prohibit future filings in her case by failing to raise that issue on appeal. *See id.* Finally, the district court did not abuse its discretion by denying Weber's motions for a stay and preliminary injunction because Weber had no action pending at the time. *See Online Merchants Guild v. Cameron*, 995 F.3d 540, 546 (6th Cir. 2021); *F.T.C. v. E.M.A. Nationwide, Inc.*, 767 F.3d 611, 626-27 (6th Cir. 2014).

Accordingly, we **AFFIRM** the district court's order and **DENY** all pending motions.

ENTERED BY ORDER OF THE COURT



Deborah S. Hunt, Clerk

10-Weber

United States Court of Appeals for the Sixth Circuit

U.S. Mail Notice of Docket Activity

The following transaction was filed on 01/18/2023.

Case Name: Jessica Weber v. Cigna, et al

Case Number: 22-1639

Docket Text:

ORDER filed : AFFIRMED. Mandate to issue; DENYING motion for judgment on pleadings, [6852371-2], filed by Ms. Jessica Page Weber; DENYING motion for withdrawal, [6879916-2] filed by Ms. Jessica Page Weber; DENYING motion to dismiss case, [6919808-2], filed by Ms. Jessica Page Weber, pursuant to FRAP 34(a)(2)(C), decision not for publication. Alan E. Norris, Circuit Judge; Karen Nelson Moore, Circuit Judge and Ronald Lee Gilman, Circuit Judge.

The following document(s) are associated with this transaction:

Document Description: Order

Notice will be sent to:

Ms. Jessica Page Weber
12140 Centralia
Redford, MI 48239

A copy of this notice will be issued to:

Mr. Kevin M. Blair
Ms. Kinikia D. Essix

||-Weber

UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT

FILED
Jan 18, 2023
DEBORAH S. HUNT, Clerk

No. 22-1639

JESSICA PAGE WEBER, CRP,

Plaintiff-Appellant,

v.

CIGNA, et al.,

Defendants-Appellees

and

KEVIN M. BLAIR, et al.,

Defendants.

Before: NORRIS, MOORE, and GILMAN, Circuit Judges.


JUDGMENT

On Appeal from the United States District Court
for the Eastern District of Michigan at Detroit.

THIS CAUSE was heard on the record from the district court and was submitted on the briefs without oral argument.

IN CONSIDERATION THEREOF, it is ORDERED that the judgment of the district court is AFFIRMED.

ENTERED BY ORDER OF THE COURT



Deborah S. Hunt, Clerk

12-Weber

APPENDIX B

13-weber

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

JESSICA WEBER,

Plaintiff,

vs.

CIGNA, ET AL.,

Defendants.

2:20-CV-12593-TGB-APP

**ORDER TERMINATING
MOTIONS**

Although this case is closed, Plaintiff Jessica Weber has continued to file pleadings. For example, Plaintiff has filed a motion asking this Court to issue a subpoena if needed to support her in her communications with the Social Security Administration. But the Court has no authority to issue a subpoena in closed case. The Court further notes that a subpoena does not seem to be needed. Based on her description of her phone conversation with an agency representative, Ms. Weber appears to have satisfied any obligations to the Social Security Administration, and she certainly does not have any open obligations to this Court.

Because this case is now closed, no further filings are permitted on this docket. The Motion to Stay and Motion for a Preliminary Injunction

14-weber

(ECF Nos. 78, 80) are **TERMINATED** as moot; the case cannot be stayed nor can any temporary relief be granted through a preliminary injunction because the case is not open. Any materials filed hereafter will be immediately stricken.

IT IS SO ORDERED, this 19th day of July, 2022.

BY THE COURT:

/s/Terrence G. Berg

TERRENCE G. BERG

United States District Judge

15-weber

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

JESSICA PAGE WEBER,
C.R.P.,

Plaintiff,

Case No. 2:20-cv-12593
District Judge Terrence G. Berg
Magistrate Judge Anthony P. Patti

v.

CIGNA and/or LIFE INSURANCE
COMPANY OF NORTH AMERICA,

Defendants.

**ORDER CLARIFYING COUNSEL'S APPEARANCE (ECF No. 6),
GRANTING DEFENDANTS' MOTION TO CLARIFY AND WITHDRAW
(ECF No. 19), and SETTING ASIDE THE CLERK'S ENTRY OF DEFAULT
AS TO CIGNA (ECF No. 21) and REPORT AND RECOMMENDATION TO
DENY AS MOOT PLAINTIFF'S MOTION FOR DEFAULT JUDGMENT
AS TO CIGNA (ECF No. 17) AND TO TERMINATE IT AS A PARTY**

I. ORDER

A. The Clerk has entered default as to CIGNA.

When defense counsel entered his appearance on December 9, 2020, he did so "on behalf of Defendants in the above matter." (ECF No. 6.) At that point, the operative pleading was the original complaint, which named as Defendants "CIGNA and/or LIFE INSURANCE COMPANY OF NORTH AMERICA[.]" (ECF No. 1, PageID.1.) On January 28, 2021, Plaintiff filed an amended complaint, which listed as Defendants "CIGNA and/or LIFE INSURANCE

COMPANY OF NORTH AMERICA” (hereinafter “LINA”) and “NEW YORK LIFE or NEW YORK LIFE GROUP BENEFIT SOLUTIONS.” (ECF No. 11, PageID.66.)

On February 26, 2021, Plaintiff filed a request – in accordance with Fed. R. Civ. P. 55(a) – for Clerk’s entry of default as to CIGNA, alleging that CIGNA was served at its Corporate Headquarters (900 Cottage Grove Road, Bloomfield, CT 06002). (ECF No. 15.) At the same time, Plaintiff also filed a motion for default judgment – pursuant to Fed. R. Civ. P. 55(b)(2) – as to CIGNA. (ECF No. 17.)

On March 1, 2021, the Clerk of the Court denied Plaintiff’s Rule 55(a) request for entry of default, because “[p]ursuant to the stipulation and order filed on 01/28/21 (doc.10), the defendant has 30 days to answer the amended complaint. The amended complaint was filed 01/28/21. The deadline for the defendant to respond to the amended complaint is 03/01/21.” (ECF No. 18.)

On March 2, 2021, Defendants LINA and “New York Life or New York Life Group Benefit Solutions” (collectively “Defendants”) filed a motion to clarify and, if necessary, withdraw as attorney-of-record for Defendant “CIGNA.” (ECF No. 19.) On March 2, 2021, Plaintiff filed another Rule 55(a) request for Clerk’s entry of default. (ECF No. 20.) On the same day, the Clerk entered default as to CIGNA. (ECF No. 21)

B. CIGNA is a registered service mark, which is not capable of being sued.

On April 13, 2021, the Court conducted a telephonic/video hearing on Defendants' motion to clarify and withdraw (ECF No. 19), at which Plaintiff appeared *in pro per* by telephone and attorney Blair appeared on behalf of Defendants LINA and "New York Life or New York Life Group Benefit Solutions." (ECF No. 24; *see also* ECF No. 19, PageID.124.) Plaintiff directed the Court's attention to her response (ECF No. 22), namely: (a) contact information for CIGNA (ECF No. 22, PageID.142-144 [<https://www.cigna.com/contact-us/>]); (b) correspondence to Plaintiff on CIGNA letterhead (ECF No. 22, PageID.146-150); and, (c) a November 17, 2020 email from defense counsel to Plaintiff (ECF No. 22, PageID.152).

However, as noted on the record and as argued by Defendants in their motion (ECF No. 19, PageID.125-126 ¶¶ 3-4), the Court concludes that "CIGNA" is merely a registered service mark, not an entity capable of being sued. Plaintiff provides no evidence to the contrary. The U.S. Government's Trademark Electronic Search System (TESS) confirms that CIGNA is a service mark, which was owned by Cigna Corporation but assigned to Cigna Intellectual Property, Inc. on October 18, 2000.¹ The Court takes judicial notice of this information. Fed. R.

¹ See <https://tmsearch.uspto.gov/bin/showfield?f=doc&state=4803:1g20zi.2.293>

Evid. 201. Neither Cigna Corporation nor Cigna Intellectual Property, Inc. are named as parties in the instant case, and it would appear that they are merely entities which hold or held title to intellectual property, not necessarily entities which function or functioned as insurance carriers themselves or which currently hold the policy at issue.

In sum: (1) the Court does not see any evidence that CIGNA is a corporate entity capable of being sued; (2) it is not clear whether the complaint, the amended complaint, and the related summonses were effectively served upon CIGNA (ECF Nos. 1, 4, 8, 12, 16), particularly because of the quasi-conjunctive, quasi-disjunctive fashion in which Plaintiff named the defendants, *i.e.*, “CIGNA *and/or* LIFE INSURANCE COMPANY OF NORTH AMERICA” and “NEW YORK LIFE *or* NEW YORK LIFE GROUP BENEFIT SOLUTIONS” (ECF No. 11, Page ID.66 (emphasis added)); (3) defense counsel has convincingly explained that his December 9, 2020 appearance contained “a typographical error,” (*see* ECF No. 19, PageID.126 ¶ 5); and, (4) LINA seems to be the proper party (*i.e.*, the party which issued the policy and from which Plaintiff would get relief on the merits if her claim is successful). And, notably, while some of the correspondence attached to Plaintiff’s response utilizes the “Cigna Group Insurance” service mark, which is

(Registration Number 1270224) (last visited Apr. 14, 2021).

also registered as a service mark to the above-identified assignee,² the disability premium payments were to be made to LINA. (ECF No. 22, PageID.146.)

Accordingly, defense counsel's December 9, 2020 notice of appearance (ECF No. 6) is **CLARIFIED** to reflect that counsel does not represent CIGNA (*i.e.*, counsel only represents Defendants LINA and "New York Life or New York Life Group Benefit Solutions"); Defendants' motion to clarify and withdraw (ECF No. 19) is **GRANTED**; and, the Court *sua sponte* **SETS ASIDE** the Clerk's March 2, 2021 entry of default as to CIGNA (ECF No. 21).³

IT IS SO ORDERED.⁴

² According to CIGNA's website, "New York Life Insurance Company has acquired Cigna Group Insurance (CGI). As part of this transition, CGI has changed its name to New York Life Group Benefit Solutions. You can continue to access your benefits and service information on myCigna.com." (*See* <https://www.cigna.com/individuals-families/plans-services/plans-through-employer/group-benefits/life-insurance/>.) The word mark, "Cigna Group Insurance" is U.S. Trademark Reg. No. 2563544. (*See* <https://tmsearch.uspto.gov/bin/showfield?f=doc&state=4808:z9qd47.2.1> (last visited Apr. 14, 2021).)

³ *See also Hartl, Jr., v. Cigna*, Case 1:20-cv-10154-MAG-PTM (E.D. Mich.) (ECF No. 12, PageID.30 [Mar. 20, 2020 stipulation and order to substitute proper Defendant, *i.e.*, LINA for CIGNA].)

⁴ The attention of the parties is drawn to Fed. R. Civ. P. 72(a), which provides a period of fourteen (14) days after being served with a copy of this order within which to file objections for consideration by the district judge under 28 U.S.C. § 636(b)(1).

II. REPORT AND RECOMMENDATION

In accordance with the foregoing rulings, and Plaintiff having declined the invitation to withdraw her motion at the hearing, the Undersigned hereby recommends that Plaintiff's February 26, 2021 motion for default judgment as to CIGNA (ECF No. 17) be **DENIED AS MOOT** and the Clerk should be instructed to terminate "CIGNA" as a party.⁵

The parties to this action may object to and seek review of this Report and Recommendation, but are required to file any objections within 14 days of service, as provided for in Federal Rule of Civil Procedure 72(b)(2) and Local Rule 72.1(d). Failure to file specific objections constitutes a waiver of any further right of appeal. *Thomas v. Arn*, 474 U.S. 140 (1985); *Howard v. Sec'y of Health & Human Servs.*, 932 F.2d 505 (6th Cir. 1981). Filing objections that raise some issues but fail to raise others with specificity will not preserve all the objections a party might have to this Report and Recommendation. *Willis v. Sec'y of Health & Human Servs.*, 931 F.2d 390, 401 (6th Cir. 1991); *Smith v. Detroit Fed'n of Teachers Local 231*, 829 F.2d 1370, 1273 (6th Cir. 1987). Pursuant to Local Rule 72.1(d)(2), any objections must be served on this Magistrate Judge.

⁵ Plaintiff also prematurely filed her motion for default judgment before the current default had even been entered by the Clerk of the Court, which is yet another potential ground for denial of this motion. (See ECF Nos. 17, 18, 20 & 21.)

Any objections must be labeled as “Objection No. 1,” and “Objection No. 2,” *etc.* Any objection must recite precisely the provision of this Report and Recommendation to which it pertains. Not later than 14 days after service of an objection, the opposing party may file a concise response proportionate to the objections in length and complexity. Fed. R. Civ. P. 72(b)(2); E.D. Mich. LR 72.1(d). The response must specifically address each issue raised in the objections, in the same order, and labeled as “Response to Objection No. 1,” “Response to Objection No. 2,” *etc.* If the Court determines that any objections are without merit, it may rule without awaiting the response.

Dated: April 14, 2021

A handwritten signature in black ink, appearing to read "A. P. Patti", written over a horizontal line.

Anthony P. Patti
UNITED STATES MAGISTRATE JUDGE

APPENDIX C

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16-Weber

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JESSICA WEBER, Plaintiff, v. CIGNA, ET AL., Defendants.
United States District Court, E.D. Michigan, Southern Division
May 11, 2022

WEBER V. CIGNA

TERRENCE G. BERG, UNITED STATES DISTRICT JUDGE

ORDER REQUIRING RESPONSE AND REFUND OF FILING FEE

TERRENCE G. BERG, UNITED STATES DISTRICT JUDGE

After Parties notified the Court they had reached a settlement agreement, the Court dismissed this case with prejudice on June 1, 2021 and retained jurisdiction for the purposes of enforcing the settlement. ECF No. 10. Plaintiff recently filed a pro se motion that the Court will construe as a motion to enforce the settlement, given that it makes claims about monies from the settlement and about interest on the settlement. The settlement was finalized and the case dismissed. *See* ECF No. 10.

17-Weber