No. 25-___

IN THE
Supreme Court of the United States

BLUE CROSS AND BLUE SHIELD OF ALABAMA, ET AL.,
Petitioners,

v.

ANGELINA EMERGENCY MEDICINE ASSOCIATES PA, ET AL.,
Respondents.

On Petition for a Writ of Certiorari to the United States Court of Appeals for the Fifth Circuit

PETITION FOR A WRIT OF CERTIORARI

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QUESTION PRESENTED

Under the Employee Retirement Income Security Act (ERISA), "[e]very employee benefit plan shall be established and maintained pursuant to a written instrument." 29 U.S.C. § 1102(a)(1). Judge-made federal common law therefore cannot supersede an ERISA plan's written terms. *Kennedy* v. *Plan Adm'r for DuPont Sav. & Inv. Plan*, 555 U.S. 285, 304 (2009).

Estoppel—which serves to bind a party to its representations, even absent a formal agreement—is fundamentally at odds with ERISA's "written instrument" mandate. Over time, however, the courts of appeals have coalesced around a narrow version of estoppel applicable to ERISA litigation, known as ERISA estoppel, which applies only (1) if the plan is ambiguous; or (2) in otherwise exceptional circumstances, like if a party made a fraudulent, written misrepresentation.

Splitting from ten other circuits, the Fifth Circuit held that "general estoppel" can override the unambiguous text of an ERISA plan, even where there are no exceptional circumstances present.

The question presented is:

Whether general estoppel can override an ERISA plan's unambiguous text.

PARTIES TO THE PROCEEDING

Petitioners Anthem Blue Cross Life and Health Insurance Company, *doing business as* Anthem Blue Cross; Anthem Health Plans of Virginia, Incorporated; Blue Cross and Blue Shield of Alabama; Blue Cross and Blue Shield of Kansas City; Blue Cross and Blue Shield of Mississippi, *A Mutual Insurance Company;* Blue Cross and Blue Shield of Nebraska, Incorporated; Blue Cross Blue Shield of Georgia, Incorporated; Blue Cross Blue Shield Healthcare Plan of Georgia, Incorporated; Blue Cross Blue Shield of North Dakota; Blue Cross of Idaho Health Service, Incorporated, *doing business as* Blue Cross of Idaho; Community Insurance Company, *doing business as* Blue Cross and Blue Shield of Ohio; Empire HealthChoice Assurance, Incorporated; Empire HealthChoice HMO, Incorporated; HealthNow New York Incorporated; Healthy Alliance Life Insurance Company; Highmark BCBSD Incorporated; Highmark Incorporated; HMO Missouri, Incorporated; Independence Health Group, Incorporated; Premera Blue Cross; RightCHOICE Managed Care, Incorporated; Rocky Mountain Hospital and Medical Services, Incorporated, *doing business as* Anthem Blue Cross and Blue Shield of Colorado; USAble Mutual Insurance Company, *doing business as* Arkansas Blue Cross and Blue Shield; Wellmark of South Dakota, Incorporated; and Wellmark, Incorporated, *doing business as* Blue Cross and Blue Shield of Iowa, *doing business as* Wellmark

Blue Cross and Blue Shield, were the defendants-appellees below.[†]

Respondents Angelina Emergency Medicine Associates, P.A.; Atascosa Emergency Medicine Associates, PA; Athens Emergency Medicine Associates, PA; Bluff Creek Emergency Medicine Associates, PA; Brewster Emergency Medicine Associates, P.A.; Bridgeport Emergency Medicine Associates, PA; Brown Emergency Medicine Associates, PA; Camp Emergency Medicine Associates, PA; Cherokee Emergency Medicine Associates, P.A.; Cleveland Emergency Group, PA; Collin Emergency Medicine Associates, PA; Conner Emergency Medicine Associates, PA; Edinburg Emergency Medicine Associates, P.A.; Ellis Emergency Group, PA; Fort Bend Emergency Associates, PA; Franklin Emergency Medicine Associates, P.A.; Freestone Emergency Medicine Associates, PA; Gillespie Emergency Medicine Associates, PA; Guadalupe Emergency Medicine Associates, PA; Harris Emergency Medicine Associates, PA; Hidalgo Emergency Medicine Associates, P.A.; Houston Emergency Medicine Associates, PA; Jasper Emergency Medicine Associates, PA; Jefferson Emergency Medicine Associates, P.A.; Laredo Emergency Medicine Associates, P.A.; Maverick Emergency Medicine

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[†] Blue Cross Blue Shield of Georgia, Inc. merged into Blue Cross Blue Shield HealthCare Plan of Georgia, Inc. Empire HealthChoice HMO, Inc. is now known as Anthem HealthChoice HMO, Inc. Empire HealthChoice Assurance, Inc. is now known as Anthem HealthChoice Assurance, Inc. HealthNow New York Inc. is now known as Highmark Western and Northeastern New York.

Associates, PA; McAllen Emergency Medicine Associates, PA; Municipal Emergency Medicine Associates, PA; Navarro Emergency Physicians, PLLC; Nueces Emergency Medicine Associates, PA; Oak Creek Emergency Medicine Associates, PA; Odessa Physician Associates, PLLC; Oleander Emergency Medicine Associates, PA; Panola Emergency Medicine Associates, PA; Parker Emergency Medicine Associates, PA; Pearsall Emergency Medicine Associates, PA; Pinnacle Emergency Group, PA; Pioneer Emergency Medicine Associates, PA; Plainview Emergency Medicine Associates, PA; Port Arthur Emergency Physicians, PLLC; Potter Emergency Medicine Associates, PA; Red River Emergency Medicine Associates, PA; Rusk Emergency Medicine Associates, PA; San Angelo Emergency Medicine Associates, PA; Shavano Emergency Medicine Associates, PA; Smith Emergency Medicine Associates, P.A.; Southwest General Emergency Physicians, PLLC; St. Joseph Emergency Physicians, PLLC; Taylor Emergency Medicine Associates, PA; Texarkana Emergency Physicians, PLLC; Titus Emergency Medicine Associates, PA; Trinity Emergency Medicine Associates, PA; Upshur Emergency Medicine Associates, P.A.; Webb Emergency Medicine Associates, PA; Wise Emergency Medicine Associates, PA; and Wood Emergency Medicine Associates, PA, were the plaintiffs-appellants below.

CORPORATE DISCLOSURE STATEMENT

Anthem Blue Cross Life and Health Insurance Company is a non-governmental corporate party wholly owned by WellPoint California Services, Inc. WellPoint California Services, Inc. is a wholly owned subsidiary of Anthem Holding Corp. Anthem Holding Corp. is a wholly owned subsidiary of Elevance Health, Inc. Elevance Health, Inc. is a publicly held corporation, and no publicly held corporation owns 10% or more of its stock.

Anthem Health Plans of Virginia, Inc. is a non-governmental corporate party wholly owned by Anthem Southeast, Inc. Anthem Southeast, Inc. is a wholly owned subsidiary of Elevance Health, Inc. Elevance Health, Inc. is a publicly held corporation, and no publicly held corporation owns 10% or more of its stock.

Blue Cross and Blue Shield of Alabama is a non-governmental corporate party that has no parent corporation. No publicly held corporation owns 10% or more of Blue Cross and Blue Shield of Alabama.

Blue Cross and Blue Shield of Kansas City is a not-for-profit mutual insurance company. It has no parent corporation or publicly held owners.

Blue Cross and Blue Shield of Mississippi is a non-governmental corporate party that does not have a parent corporation. No publicly held corporation owns 10% or more of Blue Cross and Blue Shield of Mississippi's stock.

Blue Cross and Blue Shield of Nebraska, Inc. is a non-governmental corporate party that has no parent corporation and no publicly held corporation owns 10% or more of its stock.

Blue Cross Blue Shield of Georgia, Inc. merged into Blue Cross Blue Shield Healthcare Plan of Georgia, Inc. and ceased to separately exist effective January 1, 2019. Blue Cross Blue Shield HealthCare Plan of Georgia, Inc. is a non-governmental corporate party wholly owned by Cerulean Companies, Inc. Cerulean Companies, Inc. is a wholly owned subsidiary of Anthem Holding Corp. Anthem Holding Corp. is a wholly owned subsidiary of Elevance Health, Inc. Elevance Health, Inc. is a publicly held corporation, and no publicly held corporation owns 10% or more of its stock.

Blue Cross Blue Shield of North Dakota is a non-governmental corporate party that is owned by its parent company, HealthyDakota Mutual Holdings, a nonprofit holding company. No publicly held corporation owns 10% or more of its stock.

Blue Cross of Idaho Health Service, Inc. is a non-governmental corporate party that has no parent corporation and no publicly held corporation owns 10% or more of its stock.

Community Insurance Company is a non-governmental corporate party wholly owned by ATH Holding Company, LLC. ATH Holding Company, LLC is a wholly owned subsidiary of Elevance Health, Inc. Elevance Health, Inc. is a publicly held corporation, and no publicly held corporation owns 10% or more of its stock.

Empire HealthChoice Assurance, Inc. is now known as Anthem HealthChoice Assurance, Inc. Anthem HealthChoice Assurance, Inc. is a non-governmental corporate party wholly owned by WellPoint Holding Corp. WellPoint Holding Corp. is a wholly owned subsidiary of Elevance Health, Inc. Elevance Health,

Inc. is a publicly held corporation, and no publicly held corporation owns 10% or more of its stock.

Empire HealthChoice HMO, Inc. is now known as Anthem HealthChoice HMO, Inc. Anthem HealthChoice HMO, Inc. is a non-governmental corporate party wholly owned by Anthem HealthChoice Assurance, Inc. Anthem HealthChoice Assurance, Inc. is a non-governmental corporate party wholly owned by WellPoint Holding Corp. WellPoint Holding Corp. is a wholly owned subsidiary of Elevance Health, Inc. Elevance Health, Inc. is a publicly held corporation, and no publicly held corporation owns 10% or more of its stock.

HealthNow New York Inc. is now known as Highmark Western and Northeastern New York. Highmark Western and Northeastern New York has as its sole member Highmark Inc., a nonprofit corporation. The sole corporate member of Highmark Inc. is Highmark Health, a nonprofit corporation with no members or shareholders.

Healthy Alliance Life Insurance Company and HMO Missouri, Inc. are non-governmental corporate parties wholly owned by RightCHOICE Managed Care, Inc. RightCHOICE Managed Care, Inc. is a non-governmental corporate party wholly owned by Anthem Holding Corp. Anthem Holding Corp. is a wholly owned subsidiary of Elevance Health, Inc. Elevance Health, Inc. is a publicly held corporation, and no publicly held corporation owns 10% or more of its stock.

Highmark BCBSD Inc. is a non-governmental corporate party wholly owned by Highmark Inc. The sole corporate member of Highmark Inc. is Highmark

Health. Highmark Health is a nonprofit corporation with no members or shareholders.

Independence Health Group, Inc. has no parent corporation and no publicly held corporation owns 10% or more of its stock.

Premera Blue Cross's parent corporation is Premera, which is a non-profit corporation under Washington law. No publicly held corporation owns 10% or more of the stock of Premera or Premera Blue Cross.

Rocky Mountain Hospital and Medical Services, Inc. is a non-governmental corporate party wholly owned by ATH Holding Company, LLC. ATH Holding Company, LLC is a wholly owned subsidiary of Elevance Health, Inc. Elevance Health, Inc. is a publicly held corporation, and no publicly held corporation owns 10% or more of its stock.

USAble Mutual Insurance Company is a non-governmental corporate party that has no parent corporation. No publicly held corporation owns 10% or more of USAble Mutual Insurance Company's stock.

Wellmark of South Dakota, Inc.'s parent corporation is Wellmark, Inc. No publicly held corporation owns 10% or more of the stock of Wellmark of South Dakota, Inc. or Wellmark, Inc.

RELATED PROCEEDINGS

U.S. Court of Appeals for the Fifth Circuit:

- *Angelina Emergency Med. Assocs. PA* v. *Blue Cross & Blue Shield of Ala.*, No. 24-10306 (5th Cir. Oct. 23, 2025) (reported at 156 F.4th 505)
- *Angelina Emergency Med. Assocs. PA* v. *Blue Cross & Blue Shield of Ala.*, No. 24-10306 (5th Cir. Aug. 8, 2025) (reported at 150 F.4th 393, *withdrawn and superseded on reh'g*, 156 F.4th 505 (5th Cir. 2025))

U.S. District Court for the Northern District of Texas:

- *Angelina Emergency Med. Assocs. P.A.* v. *Health Care Serv. Corp.*, No. 3:18-CV-0425-X (N.D. Tex. Jan. 9, 2024) (unreported, available at 2024 WL 102666)

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INTRODUCTION

The Employee Retirement Income Security Act (ERISA) requires that "[e]very employee benefit plan shall be established and maintained pursuant to a written instrument." 29 U.S.C. § 1102(a)(1). ERISA claims, in turn, "stand[] or fall[] by the terms of the plan," a "straightforward rule" ensuring that the written plan documents govern disputes. *Kennedy* v. *Plan Adm'r for DuPont Sav. & Inv. Plan*, 555 U.S. 285, 300 (2009) (quotation marks omitted).

This principle is core to ERISA's origin story. Congress, through ERISA, sought to balance its intent to protect employee benefit plans with the need to construct a system that was not so complex as to

discourage employers from offering such plans in the first place. Congress recognized that the key was to create a predictable and uniform set of rules. The statute's "focus on the written terms of the plan"—the written-instrument rule—"is the linchpin of [that] system." *Heimeshoff* v. *Hartford Life & Acc. Ins. Co.*, 571 U.S. 99, 108 (2013) (citation omitted).

This case asks whether and when courts may jettison that fundamental tenet of ERISA in favor of equitable concepts—here, estoppel. At common law, estoppel generally requires a knowing, material misrepresentation on which another reasonably and detrimentally relies. In keeping with ERISA's focus on the written plan documents, however, courts have held that estoppel applies in an ERISA action only (1) if the plan *itself* is ambiguous; or (2) in otherwise exceptional circumstances, such as if a party made a separate, fraudulent, written misrepresentation.

The Fifth Circuit below, however, held that equitable estoppel under ERISA is not limited only to ambiguous plan terms or exceptional circumstances; instead, it can supersede clear provisions in the plan documents and can be triggered by mere silence or informal representations. Every single other circuit to have considered that question—ten in total—has rejected that approach.

The Fifth Circuit acknowledged the narrow doctrine of "ERISA estoppel," but held that it applied only to promissory estoppel. Ten other circuits disagree with that holding, too. The decision below thus created two deep circuit splits in one fell swoop.

The Fifth Circuit's atextual rule threatens the predictability and financial stability on which employer-provided benefits plans of all types depend,

from pensions and health insurance to life insurance and retirement accounts. It jeopardizes the interests of millions of American workers who rely on these plans and injects uncertainty into an oft-litigated area of the law. And it flies in the face of this Court's precedents interpreting ERISA and the statute itself.

This Court routinely grants certiorari to address important issues under ERISA. *See, e.g.*, *Anderson* v. *Intel Corp. Inv. Pol'y Comm.*, No. 25-498 (U.S.); *M & K Emp. Sols., LLC* v. *Trustees of the IAM Nat'l Pension Fund*, No. 23-1209 (U.S.); *Cunningham* v. *Cornell Univ.*, 604 U.S. 693 (2025); *Hughes* v. *Northwestern Univ.*, 595 U.S. 170 (2022). Review is warranted here as well: The question presented is purely legal, squarely at issue, and of utmost importance. The petition should be granted.

OPINIONS BELOW

The Fifth Circuit's amended opinion is reported at 156 F.4th 505. Pet. App. 1a-30a. The Fifth Circuit's original opinion is reported at 150 F.4th 393. Pet. App. 31a-60a. The District Court's opinion is not reported but is available at 2024 WL 102666. Pet. App. 61a-101a.

JURISDICTION

The Fifth Circuit entered its amended opinion on October 23, 2025. Pet. App. 1a-2a. On December 18, 2025, Justice Alito extended the time to file this petition to February 20, 2026. This Court's jurisdiction is invoked under 28 U.S.C. § 1254(1).

STATUTORY PROVISIONS INVOLVED

29 U.S.C. § 1102(a)(1) provides in relevant part:

> Every employee benefit plan shall be established and maintained pursuant to a written instrument.

29 U.S.C. § 1132(a)(1)(B) provides in relevant part:

> A civil action may be brought * * * by a participant or beneficiary * * * to recover benefits due to him under the terms of his plan.

STATEMENT

A. Legal Background

1. Following a series of high-profile corporate dissolutions in the 1960s resulting in the evaporation of employee pension funds,[1] Congress determined that additional federal regulation was necessary "to ensure that employees would receive the benefits they had earned." *Conkright* v. *Frommert*, 559 U.S. 506, 516-518 (2010). Congress stopped short, however, of "requir[ing] employers to establish benefit plans," *id.* at 516; it instead set out to create a balanced system that protected employees but was not "so complex that administrative costs, or litigation expenses, [would] unduly discourage employers from offering * * * benefit plans in the first place," *Varity Corp.* v. *Howe*, 516 U.S. 489, 497 (1996). Congress accordingly sought to "assur[e] a predictable set of liabilities," concluding that this was the best way to "induc[e] employers to offer benefits." *Conkright*, 559 U.S. at 517 (quoting *Rush Prudential HMO, Inc.* v. *Moran*, 536 U.S. 355, 379 (2002)).

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[1] *See* Michael S. Gordon, *Overview: Why Was ERISA Enacted?*, *in* U.S. Senate Special Comm. on Aging, 98th Cong., The Employee Retirement Income Security Act of 1974: The First Decade 1, 8-9 (Comm. Print 1984).

Enter the Employee Retirement Income Security Act of 1974, ERISA for short. ERISA is famously "comprehensive and reticulated," *Nachman Corp.* v. *Pension Benefit Guar. Corp.*, 446 U.S. 359, 361 (1980), but as relevant here, the statute puts forward a central concept: "Every employee benefit plan shall be established and maintained pursuant to a written instrument." 29 U.S.C. § 1102(a). Congress reinforced the statutory written-instrument rule by similarly providing that a claim for benefits owed under ERISA "stands or falls by 'the terms of the plan.' " *Kennedy*, 555 U.S. at 300-301 (quoting 29 U.S.C. § 1132(a)(1)(B)). ERISA's consistent emphasis on the plan's written terms ensures that employers and plans can "establish a uniform administrative scheme," while providing "plan participant[s] a clear set of instructions." *Id.* (citation omitted); *see also Curtiss-Wright Corp.* v. *Schoonejongen*, 514 U.S. 73, 83 (1995) (noting that ERISA's statutory scheme "is built around reliance on the face of written plan documents").

Further to its goal of creating a consistent, predictable system, Congress included in ERISA a "deliberately expansive" preemption provision, "designed to establish [benefit] plan regulation as exclusively a federal concern." *Pilot Life Ins. Co.* v. *Dedeaux*, 481 U.S. 41, 45-46 (1987) (quotation marks omitted); *see* 29 U.S.C. § 1144(a). Congress understood that a "federal common law of rights and obligations under ERISA-obligated plans" would develop to fill any resulting gaps. *Pilot Life*, 481 U.S. at 56. But any such "federal common law under ERISA" cannot "revise the text of the statute." *Mertens* v. *Hewitt Assocs.*, 508 U.S. 248, 259 (1993).

As a result, ERISA federal common law will sometimes diverge from broader concepts of common law and equity. *See, e.g.*, *US Airways, Inc.* v. *McCutchen*, 569 U.S. 88, 100-101 (2013). When federal common law conflicts with plan documents, however, "the documents control." *Kennedy*, 555 U.S. at 304 (citation omitted); *see US Airways*, 569 U.S. at 99-100 (rejecting idea that common-fund doctrine, which "has deep roots in equity," can apply "when a contract provided to the contrary"; "if the agreement governs, the agreement governs").

2. "Estoppel is an equitable doctrine" that serves to bind a party to its representations, whether in writing or otherwise. *Heckler* v. *Community Health Servs. of Crawford Cnty., Inc.*, 467 U.S. 51, 59 (1984). The party invoking estoppel must generally show that there was a misrepresentation, on which they reasonably relied, to their detriment. *Id.* Estoppel thus "operates to place the person entitled to its benefit in the same position he would have been in had the representations been true." James W. Eaton, *Handbook of Equity Jurisprudence* § 62, at 176 (1901). "[A] hallmark of the doctrine is its flexible application," *Heckler*, 467 U.S. at 59; estoppel can even override a "written instrument" in the name of "equity and good conscience," *Union Mut. Ins. Co.* v. *Wilkinson*, 80 U.S. 222, 231-233 (1871).

The equitable concept of estoppel is further divided into two types: equitable estoppel and promissory estoppel. The distinction turns on the misconduct giving rise to the estoppel. "Equitable estoppel" results from a misrepresentation of an existing fact; "promissory estoppel" results from a promise of future action. *See* 1 Samuel Williston & Walter H.E. Jaeger,

A Treatise on the Law of Contracts § 139 (3d ed. 1957) (equitable estoppel); *id.* § 140 (promissory estoppel).[2]

3. Federal courts initially did not recognize estoppel in ERISA cases, given the doctrine's obvious tension with ERISA's written-instrument edict. As one early decision explained, recognizing estoppel under ERISA would not be "consistent with the policies underlying the * * * statute." *Nachwalter* v. *Christie*, 805 F.2d 956, 960-961 (11th Cir. 1986). ERISA's requirement that plans be "maintained" in writing "precludes oral modifications of the Plans; the common law doctrine of estoppel cannot be used to alter this result." *Id.* at 960 (quoting 29 U.S.C. § 1102(a)(1)); *see also, e.g.*, *Sprague* v. *General Motors Corp.*, 133 F.3d 388, 404 (6th Cir. 1998) (en banc) ("To allow estoppel to override the clear terms of plan documents would be to enforce something other than the plan documents themselves. That would not be consistent with ERISA.").

Ultimately, however, federal courts crafted a narrow federal common-law version of estoppel under ERISA, often referred to as "ERISA estoppel." A significant early development came in *Kane* v. *Aetna Life*

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[2] Equitable estoppel is an age-old concept that migrated from equity to common law "at an early day." *See* 2 John Pomeroy, *Equity Jurisprudence* § 802, at 1415 (3d ed. 1905). Promissory estoppel, by contrast, was coined in 1920 when courts began applying the principles underlying equitable estoppel to estop arguments that a contract was void for a lack of consideration. Benjamin F. Boyer, *Promissory Estoppel: Requirements and Limitations of the Doctrine*, 98 U. Pa. L. Rev. 459, 459 (1950); 1 Williston & Jaeger, *supra*, § 140; *see also Union Mut. Life Ins. Co.* v. *Mowry*, 96 U.S. 544, 547 (1877) (explaining that estoppel can "arise from a promise as to future action" only in limited circumstances).

Insurance, 893 F.2d 1283 (11th Cir. 1990). The Eleventh Circuit there acknowledged a difference between modifying a plan and merely interpreting it: Modifying a plan to rewrite its clear language would violate the written-instrument rule. *Id.* at 1285-86. Interpreting an *ambiguous* term in a plan would not. *Id.* at 1286. *Kane* accordingly concluded that estoppel under ERISA could be available to hold a party to its "interpretation of an ambiguity within the Plan," but "may not be used to create contractual liability where no contract originally existed." *Id.* at 1285 n.3.

In time, many other circuits came to agree, applying the ambiguity rule across both promissory and equitable estoppel arguments under ERISA. *See, e.g.*, *Greany* v. *Western Farm Bureau Life Ins. Co.*, 973 F.2d 812, 822 (9th Cir. 1992) (considering equitable estoppel claim and finding "the reasoning of *Kane* and its progeny persuasive"); *Coleman* v. *Nationwide Life Ins. Co.*, 969 F.2d 54, 59 (4th Cir. 1992) (considering equitable estoppel claim and applying *Kane* to differentiate between "an outright modification" and "an interpretation"); *Averhart* v. *US WEST Mgmt. Pension Plan*, 46 F.3d 1480, 1485-87 (10th Cir. 1994) (considering promissory estoppel claim and distinguishing modification of a written plan from "interpretation of an ambiguous provision"). These courts were clear, however, that the traditional elements of estoppel still applied; the additional ambiguity requirement gave effect to ERISA's written-instrument rule. *See, e.g.*, *Gabriel* v. *Alaska Elec. Pension Fund*, 773 F.3d 945, 955-956 (9th Cir. 2014) (explaining that plaintiffs "seeking equitable estoppel in the ERISA context must meet additional requirements," including that "a party cannot maintain a federal equitable estoppel claim in the

ERISA context when recovery on the claim would contradict written plan provisions").

Some courts also expanded on *Kane* to conclude that equity can still override an *un*ambiguous plan in sufficiently "extreme" or extraordinary circumstances. *Sandstrom* v. *Cultor Food Sci., Inc.*, 214 F.3d 795, 797 (7th Cir. 2000). But courts have been cautious to limit this narrow exception to the truly rare case, such as where a party made a fraudulent, written misrepresentation. *Kerber* v. *Qwest Grp. Life Ins. Plan*, 647 F.3d 950, 962 (10th Cir. 2011) (leaving "open the possibility that an ERISA estoppel claim might be viable in 'egregious cases,' such as where the employer lied, engaged in fraud, or intended to deceive the participants") (citation omitted).

In *Mello* v. *Sara Lee Corp.*, the Fifth Circuit "join[ed] other circuits in explicitly adopting ERISA-estoppel as a cognizable theory." 431 F.3d 440, 444 (5th Cir. 2005). Following those other circuits, the court in *Mello* concluded that ERISA estoppel does not permit "informal communications to modify or supersede unambiguous plan terms." *Id.* at 442, 445-448. The court further held that ERISA estoppel requires "(1) a material misrepresentation; (2) reasonable and detrimental reliance upon the representation; and (3) extraordinary circumstances." *Id.* at 444-445.

4. This Court, for its part, has suggested that estoppel is available under ERISA in some contexts but has yet to formally weigh in on the doctrine's scope. In addition to authorizing claims for benefits owed under § 1132(a)(1), ERISA permits plan participants to "obtain * * * appropriate equitable relief" to redress certain statutory or ERISA plan

violations. 29 U.S.C. § 1132(a)(3). In *CIGNA Corp.* v. *Amara*, this Court confronted questions about the scope of the district court's authority under that provision, including what showing of harm is required to provide "appropriate equitable relief." 563 U.S. 421, 425 (2011). The Court explained the answer would "depend upon the equitable theory by which the District Court provides relief." *Id.* For example, "when equity courts used the remedy of estoppel, they insisted upon a showing akin to detrimental reliance." *Id.* at 443. Although that "is not always necessary for other equitable remedies," the Court explained that "when a court exercises its authority under § [1132](a)(3) to impose a remedy equivalent to estoppel, a showing of detrimental reliance must be made." *Id.* The Court did not, however, opine on "what remedies [were] appropriate on the facts of [that] case," so it had no occasion to comment further on what an estoppel theory might require under ERISA in general, or in the separate context of an action for benefits owed under § 1132(a)(1)(B) in particular. *Id.* at 442; *see id.* at 444 (explaining that the Court was "not asked about the other prerequisites for [equitable] relief").

Following *CIGNA*, the courts of appeals have continued to apply the same requirements they previously developed for estoppel under ERISA. *See, e.g.*, *Gabriel*, 773 F.3d at 955-956 (describing prior circuit precedent outlining ERISA estoppel test and *CIGNA* holding); *Lebahn* v. *National Farmers Union Unif. Pension Plan*, 828 F.3d 1180, 1188 (10th Cir. 2016) (same); *Engers* v. *AT&T, Inc.*, 466 F. App'x 75, 81 n.10 (3d Cir. 2011) (similar).

B. Factual Background

The petitioning Blue Cross Blue Shield Plans are health insurers and claims administrators operating outside of Texas that administer ERISA-governed healthcare plans. The Blue Plans each operate in their historical local service areas, but plan members sometimes obtain medical services outside their plan's service area. Pet. App. 63a-64a. When that happens, the Blue Plans coordinate reimbursement claims through the local plan—here, Blue Cross Blue Shield of Texas (BCBSTX). *See id.* After a Blue Plan member receives care from a health care provider in Texas, that provider submits a reimbursement claim to BCBSTX. *Id.* at 64a. BCBSTX transmits the claim to the Blue Plan for adjudication under the terms of the member's health benefits plan. *Id.* The Blue Plan then sends the adjudicated claim back to BCBSTX. *Id.*

Although the Blue Plans may route reimbursements directly to providers for the convenience of plan members, only "a participant or beneficiary" of an ERISA plan may bring suit to recover benefits due under the plan. 29 U.S.C. § 1132(a)(1). A non-participant's "standing to sue under the statute" must accordingly derive from "a written assignment from a plan participant or beneficiary," subject to the plan's restrictions. *See, e.g.*, *Griffin* v. *Coca-Cola Refreshments USA, Inc.*, 989 F.3d 923, 931-933 (11th Cir. 2021).

Many of the Blue Plans' ERISA plans include anti-assignment clauses precluding plan members from assigning the right to sue over payment disputes. *See, e.g.*, *City of Hope Nat. Med. Ctr.* v. *HealthPlus, Inc.*, 156 F.3d 223, 229 (1st Cir. 1998) ("ERISA leaves the

assignability or non-assignability of health care benefits under ERISA-regulated welfare plans to the negotiations of the contracting parties."). Although the language varies slightly across the plans at issue here, the general message is the same: "You are prohibited from assigning any claim or cause of action arising out of or relating to this group health plan." Pet. App. 85a.

Respondents are not plan members. They are not doctors, either. They are limited-liability management entities that staff emergency departments in Texas with independent-contractor doctors. Yet, in February 2018, Respondents sued the Blue Plans in federal district court for member benefits owed under § 1132(a)(1)(B), alleging that the Blue Plans had underpaid on claims for services rendered by the doctors who worked for Respondents. *See id.* at 62a; Dist. Ct. Dkt. No. 55 at 56. According to Respondents, the Blue Plans' payments fell below the minimum required benefits. Dist. Ct. Dkt. No. 55 at 47.

Respondents claimed a right to sue the Blue Plans based on hospital "assignment of benefits" forms signed by patients admitted to emergency departments. Pet. App. 65a, 67a-71a. Respondents thus purported to stand in the Blue Plan members' shoes, notwithstanding the anti-assignment clauses in the Blue Plans' ERISA plans.

C. Procedural Background

1. Respondents' complaint initially encompassed over 250,000 claims, but was subsequently narrowed to around 66,000. Pet. App. 62a; Dist. Ct. Dkt. 242 at 28. At the District Court's instruction, the parties jointly identified 200 representative "Bellwether

Claims"—test claims by which the remaining 66,000-odd claims could be evaluated. *See* Dist. Ct. Dkt. No. 249 at 1-2.

Following substantial discovery, the Blue Plans moved for summary judgment on several grounds, including because a "significant majority" of the Bellwether Claims involved ERISA plans with unambiguous anti-assignment clauses. Pet. App. 67a, 82a. Under those clauses, plan members had no authority to assign their rights to Respondents, so Respondents could not have standing to sue as assignees. *See id.* at 82a-83a.

Respondents did not dispute that the clauses were unambiguous. *See* Dist. Ct. Dkt. No. 442 at 26-30. Nor did they dispute the anti-assignment clauses' validity. *See id.* Respondents instead argued that the Blue Plans should be estopped from relying on those valid, unambiguous anti-assignment clauses because the Plans had not alerted Respondents to the anti-assignment clauses before the lawsuit. *Id.* at 27-29. Respondents contended that they were not initially "privy to the plan documents" because they were not party to the plans. *See id.* They also claimed that the Blue Plans did not respond to requests sent to BCBSTX for the plan documents relating to certain claims. *Id.* And they argued that when BCBSTX routed reimbursement payments to Respondents for the convenience of Blue Plan members, those payments implicitly represented that members' rights could be validly assigned. *Id.* Respondents argued that these alleged actions should estop the Blue Plans from invoking the subject plans' anti-assignment clauses. *Id.*

The District Court granted summary judgment for the Blue Plans. Pet. App. 82a-86a. As the court explained, "[t]o establish an ERISA-estoppel claim, the plaintiff must establish: (1) a material misrepresentation; (2) reasonable and detrimental reliance upon the representation; and (3) extraordinary circumstances." *Id.* at 83a (quoting *Mello*, 431 F.3d at 444). The District Court explained that "the Fifth Circuit has held that, as a matter of law, a party asserting an ERISA-estoppel claim cannot 'reasonably rel[y]' when the reliance runs contrary to the [plan's] plain meaning." *Id.* at 84a (quoting *Mello*, 431 F.3d at 445). The court found the Blue Plans' anti-assignment clauses were "unambiguous," and rejected Respondents' estoppel argument accordingly. *Id.* at 85a-86a. In addition, the court held that Respondents "presented no allegation, argument, or evidence demonstrating 'extraordinary circumstances,' " which independently defeated Respondents' estoppel argument. *Id.* at 86a n.87. The court severed the Bellwether Claims and entered final judgment for the Blue Plans on those claims. *Id.* at 9a, 100a.[3]

2. Respondents appealed. "[D]isavow[ing] any reliance on ERISA estoppel," Respondents instead argued that the Fifth Circuit should apply some "separate theory of equitable estoppel" to prevent the

[3] The District Court also granted partial summary judgment on several other bases not at issue in this petition. Although certain Bellwether Claims were subject to multiple arguments for dismissal, reversing the Fifth Circuit on the anti-assignment issue would definitively resolve those claims to which that argument applies. *See* Pet. App. 82a-86a.

Blue Plans from relying on the unambiguous anti-assignment clauses. *Id.* at 18a-19a.

The Fifth Circuit agreed, and reversed. The court recognized that ERISA estoppel provides "a basis for legal relief" only when the three criteria the District Court identified were satisfied. *See id.* at 19a; *Mello*, 431 F.3d at 444. But the panel took the view that because the facts of *Mello*—the Fifth Circuit case that first adopted ERISA estoppel—implicated only "promissory estoppel," ERISA estoppel's requirements did not also apply to "equitable estoppel." Pet. App. 19a, 22a.

The panel then went on to recognize a "distinct type[] of estoppel" under ERISA that encompasses the concept of equitable estoppel. *See id.* at 22a. The panel dubbed its new theory "general estoppel." *Id.* According to the panel, "general estoppel" is not constrained by ERISA estoppel's "stringent" limitations. *Id.* That means "general estoppel" can override unambiguous provisions in ERISA plan documents, even in the absence of "extraordinary circumstances that would prevent the written plan from controlling." *Id.*

Applying this "general estoppel" theory, the Fifth Circuit reversed the District Court's grant of summary judgment. *Id.* at 22a-24a. The court found that, notwithstanding the unambiguous plan terms, Respondents' allegations about their interactions with BCBSTX created a factual dispute as to whether the Blue Plans' silence or informal representations could trigger "general estoppel." *Id.*

3. The Blue Plans petitioned for rehearing en banc, explaining that the panel opinion had created more than one deep circuit split. As the Plans explained,

Respondents' "general estoppel" argument would fail as a matter of law in all ten other circuits that have considered estoppel under ERISA. No other circuit recognizes an unbounded theory of "general estoppel" under ERISA that can override unambiguous plan terms absent "extraordinary circumstances." And no other circuit limits ERISA estoppel to only *promissory* estoppel.

The Fifth Circuit treated the Blue Plans' petition "as a petition for panel rehearing," "granted" the petition, and substituted a materially unchanged opinion making three sentence-level corrections to its characterization of one case. *Id.* at 2a-3a. The mandate issued the same day.

This petition follows.

REASONS FOR GRANTING THE PETITION

I. THERE IS A DEEP CIRCUIT SPLIT OVER THE REQUIREMENTS FOR AND SCOPE OF ERISA ESTOPPEL.

The Fifth Circuit's decision creates two deep circuit splits.

First, the Fifth Circuit created a new federal common law estoppel rule applicable in ERISA actions that permits a party's silence or informal representations to override unambiguous plan terms. That result would not be possible in any other circuit. To the contrary, every other circuit to have considered the question has imposed narrow guardrails to ensure that estoppel in ERISA cases stays within the bounds of ERISA's written-instrument rule.

Second, the Fifth Circuit held that the narrow doctrine of "ERISA estoppel" pertains only to *promissory* estoppel, leaving room for it to apply its

new theory of "general estoppel." Yet the courts of appeals have definitively and consistently held for more than three decades that ERISA estoppel encompasses equitable estoppel. And no other circuit recognizes an unconstrained equitable theory of federal common law "general estoppel" in ERISA cases.

This Court's review is necessary to resolve these two deep, related splits.

A. The Decision Below Conflicts With Ten Circuits On The Requirements For Estoppel In ERISA Actions.

The Fifth Circuit held that "general estoppel" principles can override unambiguous ERISA plan documents, even absent extraordinary circumstances. Ten other circuits disagree.

1. Five circuits—the First, Fourth, Eighth, Ninth, and Eleventh—impose an absolute bar: Estoppel can *never* override unambiguous plan documents.

The Fourth Circuit held in *Retirement Committee of DAK Americas LLC* v. *Brewer* that, under ERISA, "equitable principles cannot override clear plan terms." 867 F.3d 471, 484 (4th Cir. 2017). As that court explained, ERISA establishes an "emphatic preference for written agreements." *Id.* (quoting *Coleman*, 969 F.2d at 58-59). The "[u]se of estoppel principles to effect a modification of a written employee benefit plan would" thus be "in direct conflict with the statutory requirements." *Id.* (quoting *Coleman*, 969 F.2d at 58-59).

The Eighth, Ninth, and Eleventh Circuits have reached similar conclusions. The Eighth Circuit holds that ERISA plaintiffs "may not use an estoppel theory

to modify the unambiguous terms of an ERISA plan." *Neumann* v. *AT&T Commc'ns, Inc.*, 376 F.3d 773, 784 (8th Cir. 2004); *see Spizman* v. *BCBSM, Inc.*, 855 F.3d 924, 929 (8th Cir. 2017) (ERISA plaintiffs "may not use an estoppel theory to enlarge benefits under a written plan") (citation omitted). The Ninth Circuit holds that estoppel under ERISA can apply only when "the provisions of the plan at issue were ambiguous such that reasonable persons could disagree as to their meaning." *Gabriel*, 773 F.3d at 957 (citation omitted).[4] And the Eleventh Circuit has long held that estoppel applies under ERISA only when " 'the relevant provisions of the plan at issue are ambiguous' " and " 'the plan provider or administrator has made representations to the plaintiff that constitute an informal interpretation of ambiguity.' " *Griffin*, 989 F.3d at 936 (quoting *Jones* v. *American Gen. Life & Acc. Ins. Co.*, 370 F.3d 1065, 1069 (11th Cir. 2004)); *see Kane*, 893 F.2d at 1285-86.

The First Circuit, for its part, holds that assuming "such a claim [is] cognizable," it cannot be used to override unambiguous plan terms: "Because an ERISA plan must be 'established and maintained pursuant to a written instrument,' a plan cannot be modified orally." *Guerra-Delgado* v. *Popular, Inc.*, 774 F.3d 776, 782 (1st Cir. 2014) (quoting 29 U.S.C. § 1102(a)(1)). Thus, there is only a "narrow window for estoppel": when "the plan terms are ambiguous." *Id.* at 782-783.

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[4] The Ninth Circuit imposes further constraints on estoppel under ERISA. The party asserting estoppel must also establish "extraordinary circumstances." *Gabriel*, 773 F.3d at 957.

2. Four more circuits—the Third, Sixth, Seventh, and Tenth—agree that estoppel generally cannot override unambiguous ERISA plan documents, but they include a narrow carve out for extraordinary circumstances.

The Third Circuit holds that estoppel cannot apply in ERISA cases "in the absence of extraordinary circumstances." *Gridley* v. *Cleveland Pneumatic Co.*, 924 F.2d 1310, 1319 (3d Cir. 1991) (rejecting plaintiff's "ordinary equitable estoppel claim[s]"). Extraordinary circumstances "generally involve acts of bad faith on the part of the employer, attempts to actively conceal a significant change in the plan, or commission of fraud." *Hooven* v. *Exxon Mobil Corp.*, 465 F.3d 566, 571 (3d Cir. 2006) (citation omitted). In *Rosen* v. *Hotel & Rest. Emp. & Bartenders Union*, 637 F.2d 592 (3d Cir. 1981), for instance, the plaintiff's pension plan unambiguously required a set number of years of employer contributions to trigger eligibility, and that requirement was not satisfied. *Id.* at 597. The plan trustee, however, had earlier advised the plaintiff his "pension was in jeopardy due to his employer's failure to contribute"; informed the plaintiff of the missing contribution amount; deposited a check from the plaintiff for that amount into the pension fund; and later represented, in writing, that the employer-contribution requirement was satisfied. *Id.* The Third Circuit found that these "extraordinary circumstances" warranted estoppel. *Id.* at 597-598.

The en banc Sixth Circuit follows the baseline rule that "[p]rinciples of estoppel * * * cannot be applied to vary the terms of unambiguous plan documents." *Sprague*, 133 F.3d at 404. To allow otherwise "would

be to enforce something other than the plan documents themselves." *Id.* But the Sixth Circuit recognizes a limited exception: Estoppel may apply to modify unambiguous ERISA plan terms when the plaintiff can establish the "traditional elements" of estoppel, "plus (1) a written representation; (2) plan provisions which, although unambiguous, did not allow for individual calculation of benefits; *and* (3) extraordinary circumstances." *Bloemker* v. *Laborers' Loc. 265 Pension Fund*, 605 F.3d 436, 444 (6th Cir. 2010) (emphasis added). In *Bloemker*, the only Sixth Circuit case to apply this exception, the defendant stated in writing that the plaintiff was entitled to a certain amount in pension benefits. *Id.* at 443. In fact, that dollar figure was inconsistent with the plan, which set out a complex formula for calculating benefits based on "actuarial assumptions." *Id.* at 438, 443. This was thus the rare case in which it was reasonable to rely on the defendant's fraudulent, written representation, which purported to interpret the plan itself. *See id.* at 443-444.

The Seventh and Tenth Circuits recognize similarly narrow exceptions to the general rule that estoppel cannot override unambiguous plan documents. In *Pearson* v. *Voith Paper Rolls, Inc.*, the Seventh Circuit explained that, "[o]rdinarily, the written plan document governs ERISA plan administration." 656 F.3d 504, 508-509 (7th Cir. 2011). Estoppel principles can override an unambiguous ERISA plan only where there is "a knowing misrepresentation," "in writing," and "extraordinary circumstances" exist. *Id.* Mere "mistakes and negligence" do not suffice. *Id.* at 510. The Tenth Circuit has also suggested that estoppel "may be available in the ERISA context" to override "unambiguous" plan language, but only "in egregious

circumstances, such as where the employer lied, engaged in fraud, or intended to deceive participants." *Martinez* v. *Plumbers & Pipefitters Nat. Pension Plan*, 795 F.3d 1211, 1223-24 (10th Cir. 2015) (citation omitted).

3. The Second Circuit likewise applies estoppel under ERISA only in extraordinary circumstances, but it has yet to decide whether extraordinary circumstances can override an unambiguous plan.

In *Lee* v. *Burkhart*, the Second Circuit held that "principles of estoppel can apply in ERISA cases" only "under 'extraordinary circumstances.' " 991 F.2d 1004, 1009 (2d Cir. 1993) (quoting *Chambless* v. *Masters, Mates & Pilots Pension Plan*, 772 F.2d 1032, 1039 (2d Cir. 1985)). Extraordinary circumstances entail egregious fraudulent conduct—for example, if a plan "made a promise to [a beneficiary] in order to induce him to take action for [the plan's] benefit, only later to renege." *Aramony* v. *United Way Replacement Benefit Plan*, 191 F.3d 140, 152 (2d Cir. 1999); *see Greifenberger* v. *Hartford Life Ins. Co.*, 131 F. App'x 756, 759 (2d Cir. 2005) ("[T]he extraordinary circumstances necessary to [invoke] equitable estoppel in the context of an ERISA plan require conduct tantamount to fraud.") (quotation marks omitted). But the Second Circuit has reserved the question of whether "the 'extraordinary circumstances' requirement may be satisfied *only* in the context of a representation interpreting an ambiguity in an ERISA plan." *Aramony*, 191 F.3d at 152 (emphasis added).

4. The plan documents here are unambiguous; there is no dispute on this score. *See* Pet. App. 8a, 19a-22a, 85a-86a. Nor did the Fifth Circuit find any

"extraordinary circumstances" warranting modification of the unambiguous anti-assignment clauses. *Id.* at 22a. And yet the Fifth Circuit *still* held that "general estoppel" could override the unambiguous plan documents. *See id.* at 22a-24a.

To review the bidding: Contrary to the First, Fourth, Eighth, Ninth, and Eleventh Circuits, the Fifth Circuit refused to reject Respondents' estoppel argument even though the plan terms are indisputably unambiguous. *See id.* 19a-24a. And contrary to the Second, Third, Sixth, Seventh, and Tenth Circuits, the Fifth Circuit held that "general estoppel in ERISA cases" is not subject to "the added requirement of extraordinary circumstances that would prevent the written plan from controlling." *Id.* at 22a. That makes the split score ten to one.

B. The Decision Below Also Conflicts With Ten Circuits Over Whether ERISA Estoppel's Requirements Apply To Equitable Estoppel.

The Fifth Circuit held that the doctrine of "ERISA estoppel" pertains only to promissory estoppel—which results from a promise of future action—but *not* equitable estoppel—which results from a misrepresentation of an existing fact. *See id.* Ten circuits disagree with that, too.

1. Three circuits—the Second, Sixth, and Seventh—expressly hold that "ERISA-estoppel" encompasses "both the concept of promissory estoppel and the concept of equitable estoppel." *Kamler* v. *H/N Telecomm. Servs., Inc.*, 305 F.3d 672, 679 (7th Cir. 2002).

The Seventh Circuit held in *Coker* v. *Trans World Airlines, Inc.*, that there is one, unified federal common law estoppel doctrine "implicit in all of our estoppel cases in the ERISA context." 165 F.3d 579, 585-586 (7th Cir. 1999). In prior cases, the Seventh Circuit had applied various forms of estoppel corresponding to the "arcane varieties of estoppel" that existed at common law. *See id.* at 585 (quotation marks omitted). *Coker* united those "varieties" under a single test encompassing both equitable and promissory estoppel, while ensuring compliance with ERISA's written-instrument rule. *Id.* at 586.

The Sixth Circuit likewise holds that ERISA estoppel's requirements apply to both equitable and promissory estoppel. As the en banc *Sprague* court explained, it saw "no reason to treat the two forms of estoppel differently." 133 F.3d at 403 n.13 (applying ERISA estoppel to equitable estoppel argument); *see Haviland* v. *Metropolitan Life Ins. Co.*, 730 F.3d 563, 567-568 (6th Cir. 2013) (applying ERISA estoppel to promissory estoppel argument).

The Second Circuit is in accord. As the court summarized in *Paneccasio* v. *Unisource Worldwide, Inc.*, "[p]romissory or equitable estoppel is available on ERISA claims only in extraordinary circumstances." 532 F.3d 101 (2d Cir. 2008) (citation omitted); *see Schonholz* v. *Long Island Jewish Med. Ctr.*, 87 F.3d 72 (2d Cir. 1996) (applying ERISA estoppel test to promissory estoppel); *see also Greifenberger*, 131 F. App'x at 758 (applying *Schonholz* to equitable estoppel).

2. Two circuits—the Ninth and Eleventh—hold that ERISA estoppel encompasses equitable estoppel, but not promissory estoppel.

The Ninth Circuit concluded in *Wong* v. *Flynn-Kerper* that "equitable estoppel principles can, *in certain circumstances*, apply to *some* claims arising under ERISA." 999 F.3d 1205, 1212 (9th Cir. 2021) (quotation omitted). "In contrast, promissory estoppel never applies in the ERISA context." *Id.* at 1212 n.8. In the Ninth Circuit's view, "ERISA preempts" common law "promissory estoppel" theories, but not "federal equitable estoppel principles." *DeVoll* v. *Burdick Painting, Inc.*, 35 F.3d 408, 412 (9th Cir. 1994) (citations omitted). To apply "promissory estoppel" under ERISA would thus be "an error." *Wong*, 999 F.3d at 1212 n.8.

The Eleventh Circuit likewise holds that a "federal common law claim of equitable estoppel may be applied" in the ERISA context where "the provisions of the plan at issue are ambiguous." *Alday* v. *Container Corp. of Am.*, 906 F.2d 660, 666 (11th Cir. 1990). But there is "no federal common law right to promissory estoppel under ERISA" in the Eleventh Circuit. *Id.*

3. Five circuits—the First, Third, Fourth, Eighth, and Tenth—hold that ERISA estoppel encompasses equitable estoppel, and have yet to address whether it also extends to promissory estoppel.

The Third and Fourth Circuits exclusively describe ERISA estoppel as a form of equitable estoppel. *See, e.g.*, *In re Unisys Corp. Retiree Med. Ben. ERISA Litig.*, 58 F.3d 896, 907 (3d Cir. 1995) (considering "equitable estoppel theory"); *Coleman*, 969 F.2d at 58-60 (describing ERISA estoppel as a federal common law adaptation of "[e]quitable estoppel"); *Brewer*, 867 F.3d at 484 (discussing "equitable estoppel in the ERISA context"). That tracks those circuits' ERISA

estoppel tests, which require a "material misrepresentation"—a quintessential equitable estoppel requirement. *See, e.g.*, *In re Unisys Corp.*, 58 F.3d at 907; *Bakery & Confectionery Union & Indus. Int'l Pension Fund* v. *Ralph's Grocery Co.*, 118 F.3d 1018, 1027-28 (4th Cir. 1997) (requiring "misleading representation"); *see also* 1 Williston & Jaeger, *supra*, § 139.

The Eighth and Tenth Circuits likewise refer to ERISA estoppel as "equitable estoppel." *E.g.*, *Neumann*, 376 F.3d at 783-784 (considering whether defendant's interpretation of an ERISA plan was "equitably estopped"); *Fink* v. *Union Cent. Life Ins. Co.*, 94 F.3d 489, 491 (8th Cir. 1996) (describing "claim for * * * equitable estoppel"); *Martinez*, 795 F.3d at 1223 (discussing when "an equitable estoppel claim may be available in the ERISA context"); *Cannon* v. *Group Health Serv. of Okla., Inc.*, 77 F.3d 1270, 1277 (10th Cir. 1996) (considering adopting "an equitable estoppel rule in the ERISA context"). And although the First Circuit has not formally adopted ERISA estoppel, it too describes the doctrine as "equitable estoppel." *E.g.*, *Guerra-Delgado*, 774 F.3d at 782; *Mauser* v. *Raytheon Co. Pension Plan for Salaried Emps.*, 239 F.3d 51, 57 (1st Cir. 2001) (noting the "open question in this circuit whether an equitable estoppel claim is permitted under ERISA").

None of these courts, however, has considered whether promissory estoppel also falls within the scope of ERISA estoppel.

4. The Fifth Circuit took the opposite approach. It held that ERISA estoppel's requirements apply to "promissory estoppel," but *not* "equitable estoppel." Pet. App. 19a, 22a. The Fifth Circuit determined that

"*Mello* and later ERISA estoppel cases base their rulings on promissory estoppel principles." *Id.* at 22a. This case, by contrast, involved "a separate theory of equitable estoppel," *id.* at 19a, and thus was not subject to "the more stringent, inapplicable ERISA estoppel test," *id.* at 22a.

Confining the doctrine of ERISA estoppel in this unusual way allowed the Fifth Circuit to instead create a novel "general estoppel" theory—one that encompasses equitable estoppel in the ERISA context, free from ERISA estoppel's ambiguity and exceptional-circumstances requirements. *See id.* at 22a; *supra* pp. 15, 21-22.

In so holding, the court of appeals created *another* circuit split—and again placed itself alone on one side of it.

II. THE DECISION BELOW CONFLICTS WITH THIS COURT'S CASES.

Not only did the Fifth Circuit's resolution of this important federal question create two sharp circuit splits; it also "conflicts with relevant decisions of this Court." Sup. Ct. R. 10(c).

1. This Court has explained that ERISA's statutory scheme is "built around reliance on the face of written plan documents." *Curtiss-Wright Corp.*, 514 U.S. at 83. This Court also has made clear that, in keeping with ERISA's core purpose, when common law or equity conflict with plan documents, "the documents control." *Kennedy*, 555 U.S. at 304; *see Mertens*, 508 U.S. at 259 ("The authority of courts to develop a 'federal common law' under ERISA is not the authority to revise the text of the statute.") (citation omitted).

The Fifth Circuit's decision broke with that fundamental principle. Disregarding ERISA's text and this Court's admonitions, the Fifth Circuit created a "distinct type[] of estoppel under ERISA" that can override unambiguous provisions in ERISA plans, even absent "extraordinary circumstances that would prevent the written plan from controlling." Pet. App. 22a.

That is all wrong—not just on the text, but on the history, too. ERISA estoppel began as a modest doctrine designed to provide relief in extraordinary circumstances. As explained *supra* p. 7, courts reviewing ERISA claims were at first reluctant to recognize *any* estoppel theory, precisely because it would fundamentally conflict with the statute's written-instrument command. *E.g.*, *Nachwalter*, 805 F.2d at 960. Courts ultimately solved that concern by significantly narrowing the estoppel doctrine in ERISA cases, in recognition that "[f]ederal common law may be used to fill gaps in ERISA, but not to upset Congress's policy choices." *Fink*, 94 F.3d at 493 (citation omitted).

The Fifth Circuit's rule dramatically "upset[s] Congress's policy choices" by permitting a broad, ill-defined concept of "general estoppel" to supersede unambiguous plan text. The panel's decision thus introduces significant discord into a scheme that Congress intended to be "efficien[t], predictab[le], and uniform[]." *Conkright*, 559 U.S. at 516-518. In the Fifth Circuit, ERISA plans can no longer rely on unambiguous provisions in their plan documents to resolve disputes. And even assuming that exceptional circumstances can override an unambiguous plan, the Fifth Circuit's decision vitiates that limitation, too.

That is not true anywhere else in the country, *see supra* pp. 16-22, and for good reason. As this Court has explained, ERISA's tight "focus on the written terms of the plan is the linchpin of 'a system that is [not] so complex that administrative costs, or litigation expenses, unduly discourage employers from offering [ERISA] plans in the first place.' " *Heimeshoff*, 571 U.S. at 108 (quoting *Varity Corp.*, 516 U.S. at 497). The Fifth Circuit's decision ignores this Court's clear direction, disrupting the careful balance this Court has long recognized.

2. The Fifth Circuit's holding that ERISA estoppel encompasses only promissory estoppel was wrong for the same reasons. As explained, ERISA estoppel's exacting requirements stem from the statute's "principal function: to protect contractually defined benefits." *US Airways*, 569 U.S. at 100 (citation omitted). That "means declining to apply rules—even if they would be 'equitable' in a contract's absence—at odds with the parties' expressed commitments." *Id.* at 98. That logic applies with equal force to equitable estoppel and promissory estoppel alike. *See Coker*, 165 F.3d at 585-586. Indeed, there is no reason why a statement of existing fact can override an unambiguous ERISA plan but a future promise cannot—nor did the Fifth Circuit offer one.

At a minimum, however, ERISA estoppel plainly encompasses equitable estoppel, as every other circuit has held. *Supra* pp. 22-26. Courts have repeatedly described the estoppel doctrine in ERISA cases as requiring a "representation of material fact" inducing reasonable reliance. *E.g.*, *Sprague*, 133 F.3d at 403. That is the very definition of equitable estoppel.

Supra p. 6. The Fifth Circuit's holding to the contrary defies logic and disregards decades of case law.

3. The Fifth Circuit's adoption of a "general estoppel" theory was outcome-determinative. Respondents abandoned any argument below that the anti-assignment clauses were ambiguous and thus could not succeed on an ERISA estoppel theory. In fact, Respondents "disavowed" ERISA estoppel entirely. Pet. App. 19a. The only way the court of appeals could grant Respondents relief, then, was by recognizing a "separate theory of equitable estoppel" that did not fall within ERISA estoppel's ambit, *and* that was not subject to ERISA estoppel's "stringent" requirements. *Id.* at 19a, 22a. Under that theory, the Fifth Circuit concluded that even the Blue Plans' mere silence or informal representations could be sufficient to override unequivocal plan documents. *See id.* at 22a-24a.

That cannot be right. This Court has repeatedly observed that "the rule that contractual 'provisions ordinarily should be enforced as written is especially appropriate when,' " as here, " 'enforcing an ERISA [welfare benefits] plan.' " *M & G Polymers USA, LLC* v. *Tackett*, 574 U.S. 427, 435 (2015) (quoting *Heimeshoff,* 571 U.S. at 108). The Fifth Circuit's decision throws that rule out the window, with none of the safeguards ten other circuits maintain when applying estoppel in the ERISA context.

Certiorari is warranted to reverse the Fifth Circuit's erroneous, outlier decision.

III. THE QUESTION PRESENTED IS IMPORTANT, AND THIS CASE IS AN EXCELLENT VEHICLE TO RESOLVE IT.

1. The Fifth Circuit's decision involves a question of exceptional importance for ERISA plans: whether estoppel can modify and supersede an unambiguous plan, even absent extraordinary circumstances. If the answer is "yes," as the Fifth Circuit held, plan documents lose much of their force and meaning within that circuit—to the detriment of many.

The Fifth Circuit's decision, if allowed to stand, affects every entity that sponsors an ERISA covered benefit plan, from small businesses to Fortune 500 companies to universities—and the tens of millions of Americans who are members of those plans. It applies to every type of ERISA plan; indeed, litigants regularly invoke estoppel in suits involving benefit plans of all kinds. *See, e.g.*, *Martinez*, 795 F.3d 1211 (retirement plan); *Gabriel*, 773 F.3d 945 (pension plan); *Paneccasio*, 532 F.3d 101 (life insurance plan); *Sandstrom*, 214 F.3d 795 (severance plan). And the panel's decision imperils every type of term a plan might include, from exhaustion requirements and standing restrictions, to benefit levels and benefit coverage, to forum-selection clauses and termination provisions. *See, e.g.*, *Greifenberger*, 131 F. App'x at 759 (exhaustion requirement); *Hoogenboom* v. *Trustees of Allied Servs. Div. Welfare Fund*, 593 F. Supp. 3d 826, 831-835 (N.D. Ill. 2022) (standing restriction); *Guerra-Delgado*, 774 F.3d at 782-783 (benefit levels); *Spizman*, 855 F.3d at 929 (benefit coverage); *Price* v. *PBG Hourly Pension Plan*, 921 F. Supp. 2d 764, 773-775 (E.D. Mich. 2013) (forum-selection clause); *Paneccasio*, 532 F.3d at 107-111

(termination provision). All plans containing these terms are now at risk of aggregated estoppel lawsuits in the Fifth Circuit. *E.g.*, *Haviland*, 730 F.3d at 569 (life insurance benefit class action); *Vallone* v. *CNA Fin. Corp.*, 375 F.3d 623, 639 (7th Cir. 2004) (healthcare benefit class action); *Kurz* v. *Philadelphia Elec. Co.*, 96 F.3d 1544, 1553 (3d Cir. 1996) (pension benefit class action).

The result: The decision below invites precisely the claim-trafficking, leverage-based litigation, and forum shopping that ERISA was enacted to prevent. In place of a "uniform," "predictable," participant-protective "remedial" regime, the decision below enables ERISA to become a vehicle for third parties to aggregate and monetize claims, expanding statutory standing and remedies far beyond what Congress authorized. *See, e.g.*, *Conkright*, 559 U.S. at 517; *Aetna Health Inc.* v. *Davila*, 542 U.S. 200, 208 (2004). Indeed, plans will now confront one set of rules regarding the scope of estoppel under ERISA in the Fifth Circuit and another everywhere else—contrary to ERISA's animating purpose. *See Conkright*, 559 U.S. at 517. If the Fifth Circuit's decision stands, plaintiffs can deluge district courts in that Circuit with aggregated claims like those at issue here—and with little to no jurisdictional impediment, given the Circuit's nationwide personal jurisdiction rule for ERISA claims. *See Bellaire Gen. Hosp.* v. *Blue Cross Blue Shield of Mich.*, 97 F.3d 822, 825-826 (5th Cir. 1996) (explaining that personal jurisdiction exists over an ERISA defendant so long as "the defendant has had minimum contacts with the United States") (quotation omitted).

The Fifth Circuit's ruling will predictably create significant uncertainty and increase costs. Plan sponsors and administrators structure benefits, pricing, claims procedures, and risk assumptions on the premise that plan terms will be enforced as written. Preferencing "general estoppel" principles over plans' unambiguous language will make it borderline impossible to predict who may assert claims, in what forum, under what procedures. *See Kennedy*, 555 U.S. at 301 (observing that "the cost of less certain rules" that would "force[]" "[p]lan administrators" to look beyond the plan's text "would be too plain"). Administrators will be forced to litigate threshold issues of standing—and whether purported sins of omission or commission rise to the level of a "general estoppel"—in case after case, diverting resources from benefits administration to defensive litigation. The result will almost certainly be higher administrative expenses and increased premiums.

These are the kinds of ERISA-distorting errors this Court has previously granted certiorari to correct. In *Conkright*, for example, the Court reviewed and reversed a decision that impermissibly "interject[ed] other additional issues into ERISA litigation," "increas[ing] litigation costs." 559 U.S. at 518-519. In overturning the lower court's decision there, this Court recognized the "uniformity problems that arise from creating ad hoc exceptions" affecting the enforcement of ERISA plans. *Id.* at 520. That admonition applies equally to the Fifth Circuit's decision to interject a novel strain of "general estoppel" into the enforcement of unambiguous plan language. *See Kennedy*, 555 U.S. at 302 (noting "good and sufficient reasons for holding the line" against attempts to create federal common law rules that

would "blur the bright-line requirement to follow plan documents in distributing benefits").

2. These concerns have particular force in the healthcare industry, which has faced a recent explosion of suits like this one, in which a management entity bundles together thousands of healthcare claims to increase its settlement leverage. As one magistrate judge recently noted, managing "a monster of a case" "involv[ing] tens of thousands of claims and an enormous number of defendants" poses significant "practical concerns." Report & Recommendation at 10, 36, *South Aus. Emergency Ctr., LLC* v. *Health Care Serv. Corp.*, No. 1:23-cv-01488-RP (W.D. Tex. Jan. 27, 2026), Dkt. No. 152; *see also, e.g.*, Third Amended Complaint at 4, 9, *Sugar Land Mission Bend Emergency Ctr., PLLC* v. *Health Care Serv. Corp.*, No. 4:23-cv-04364 (S.D. Tex. May 15, 2025), Dkt. No. 45 (91,947 claims); Third Amended Complaint at 3, 9, *Paris Emergency Ctr., LLC* v. *Blue Cross & Blue Shield of Tex.*, No. 5:24-cv-0002-RWS (E.D. Tex Dec. 18, 2024), Dkt. No. 59 (38,104 claims). Absent Supreme Court review, these management entities have every incentive to bundle claims and file suit in the Fifth Circuit, where they now have a blueprint for circumventing plans' unambiguous text.

The Fifth Circuit's decision will harm consumers, too. The recent surge in "private equity backed" health insurance claims disputes "will likely be reflected in higher overall health costs and consumer premiums in the future." Jack Hoadley & Kennah Watts, *The Substantial Costs of The No Surprises Act Arbitration Process*, Geo. Univ. Ctr. on Health Ins. Reforms (Sep. 24, 2025), https://perma.cc/7PZ9-JHWV; *see* Katie Keith, *The No Surprises Act: A*

Litigation Status Check, Health Affs. (Aug. 26, 2025), https://perma.cc/8RHQ-52UD (predicting "higher premiums as a result"). And plans may be forced to take defensive action. For example, as explained *supra* p. 11, health insurers often provide payments to providers as a convenience to members. Under the Fifth Circuit's decision, to avoid being "estopped" from invoking anti-assignment clauses, insurers may choose to decline to pay providers and instead pay members—forcing providers to bill patients directly, threatening access to care when they fail to pay. The likely end result: more costs and administrative burden borne by patients, paired with a decrease in health benefits.

3. The panel's decision is equally troubling given its focus on anti-assignment clauses. Courts have long held that businesses may include anti-assignment clauses under ERISA, as in any other contract. *See, e.g.*, *American Orthopedic & Sports Med.* v. *Independent Blue Cross Blue Shield*, 890 F.3d 445, 453 (3d Cir. 2018); *Dialysis Newco, Inc.* v. *Community Health Sys. Grp. Health Plan*, 938 F.3d 246, 250-252 (5th Cir. 2019); *City of Hope Nat. Med. Ctr.*, 156 F.3d at 229. As part of "the free marketplace," anti-assignment clauses function as "competitive, cost effective" means to reduce litigation expenses. *Davidowitz* v. *Delta Dental Plan of Cal., Inc.*, 946 F.2d 1476, 1481 (9th Cir. 1991). If ERISA plans are unable to enforce unambiguous anti-assignment clauses to foreclose third parties' standing, they are likely to be embroiled in more litigation—and for longer.

These issues are also recurring. The question of whether an ERISA suit is barred by an anti-assignment clause arose in at least thirty decisions on

Westlaw in just the last year, in cases involving defendants of all stripes, from individual plan administrators to large insurers.[5] And litigants have already begun invoking the decision below to urge courts to upend ERISA plans' "unambiguous anti-assignment language."[6]

4. Finally, this case is an excellent vehicle to resolve this important question. Plaintiffs expressly disclaimed any reliance on ERISA estoppel and abandoned any argument that the anti-assignment clauses in question were ambiguous—meaning there is no potential alternative basis on which to uphold the Fifth Circuit's decision. *See supra* pp. 14, 21. The question presented is purely legal and ripe for this Court's review. Resolution of this question is also particularly critical at this stage of proceedings. There are tens of thousands of individual

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[5] *See, e.g.*, *West Virginia United Health Sys., Inc.* v. *GMS Mine Repair & Maint., Inc. Emp. Med. Plan*, No. 1:24-cv-35, 2025 WL 580600, at *5-6 (N.D. W.Va. Feb. 21, 2025); *CSMN Operations LLC* v. *Aetna Life Ins. Co.*, No. 24-cv-00368, 2025 WL 2513588, at *4-7 (D. Colo. Sep. 2, 2025); *ER Addison, LLC* v. *Aetna Health Inc.*, No. 3:24-CV-1816-D, 2025 WL 1869591, at *2 (N.D. Tex. July 3, 2025); *Methodist Healthcare Sys. of S.A., Ltd., L.L.P.* v. *Blue Shield of Cal., Inc,* No. SA-23-CV-01414-OLG, 2025 WL 967557, at *5-6 (W.D. Tex. Mar. 3, 2025), *report and recommendation adopted*, No. SA-23-CV-01414-OLG, 2025 WL 971755 (W.D. Tex. Mar. 25, 2025).

[6] Defendant's Motion to Dismiss at 8, *Columbia Hosp. at Med. City of Dall. Subsidiary, L.P.* v. *California Physicians' Serv.*, No. 4:24-cv-924-ALM (E.D. Tex. Sep. 17, 2025), Dkt. No. 38; *see* Plaintiffs' Resp. in Opp'n at 15-16, *Columbia Hosp. at Med. City of Dall. Subsidiary, L.P.* v. *California Physicians' Serv.*, No. 4:24-cv-924-ALM (E.D. Tex. Oct. 31, 2025), Dkt. No. 51; *see also, e.g.*, Original Petition at 1 n.1, *ER Addison, LLC* v. *Aetna Health, Inc.*, No. 3:25-cv-02861-D (N.D. Tex. Oct. 21, 2025), Dkt. No. 1, Ex. 1.

reimbursement claims remaining in this case, *see supra* pp. 13-14, and the Bellwether Claims at issue in this petition will control their ultimate disposition.

The Fifth Circuit's answer to the question presented, which swallows ERISA's text and elevates a nebulous strain of novel, judge-made law, conflicts with every other circuit to have considered it. It therefore requires this Court's intervention—to restore uniformity and predictability to ERISA plan administration, before the decision's knock-on effects fully come to pass.

CONCLUSION

The petition for a writ of certiorari should be granted.

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