

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
JACKSONVILLE DIVISION

MED-TRANS CORPORATION,

Plaintiff,

Case No. 3:22-cv-1077-TJC-JBT

vs.

CAPITAL HEALTH PLAN, INC. and  
C2C INNOVATIVE SOLUTIONS, INC.,

Defendant

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**DEFENDANT CAPITAL HEALTH PLAN, INC.’S NOTICE OF  
SUPPLEMENTAL AUTHORITY**

Defendant CAPITAL HEALTH PLAN, INC. (“CHP”), by and through the undersigned counsel and pursuant to Loc. R. 3.01(i), hereby submits notice of supplemental authority in support of its Motion to Dismiss Plaintiff’s Complaint (Dkt. # 26).

**I. Citation of supplemental authority:**

*GPS of New Jersey v. Horizon Blue Cross & Blue Shield*, Case No. 22-cv-6614 2023

U.S. Dist. LEXIS 159460; 2023 WL 5815821 (D.N.J. Sept. 8, 2023).

<b>II. Specification by Page, Paragraph and Line of the Issue or Argument in the Prior Paper</b>	<b>III. Succinct Quotation from the Authority</b>
The NSA’s IDR process is arbitration. Doc. No. 46, pp. 4-6.	“A form of pendulum arbitration, this procedure is designed to encourage reasonable compromise offers, i.e., to push both parties from the extremes to the center for fear of losing all in the arbitration.” <i>GPS</i> , at * 4-5, n2, and numerous references to arbitration principles throughout.
The FAA applies procedurally to attempts to vacate IDRE awards under	“In short, unless the arbitration award is vacated pursuant to Section 10 or modified or corrected

the NSA. Doc. No 26, p. 4-7 and 9-10; Doc. No. 46, pp. 3-7.	under Section 11 of the FAA, the award ‘must’ be confirmed. In interpreting 9 U.S.C. § 9, ‘language that indicates the award will be final and binding implicitly permits Federal court intervention to compel compliance.’ <i>GPS</i> , at *24. <i>See also Id</i> , at *1 (denying motion to vacate award).
The movant in a vacatur action under the NSA has the immediate burden to prove one of the statutory grounds for vacatur under the FAA exists. Doc. No. 26, pp. 4-6.	“The moving party bears the burden of proving that the arbitration award at issue should be vacated, and the courts must ‘accord arbitration decisions exceptional deference.’” <i>GPS</i> , at * 8.
The FAA applies substantively to attempts to vacate IDRE awards under the NSA, including the FAA standards for vacatur. Doc. No 26, p. 10-16; Doc. No. 46, pp. 3-7.	“The No Surprises Act is very clear that determination of the IDR entity is subject to judicial review under the circumstances described in Section 10(a) of the Federal Arbitration Act. [...] Courts may only consider these [...] grounds, which do not include ordinary errors of law of the kind that might justify reversal on appeal [...] nothing like lawlessness, or ‘manifest disregard,’ of the law, to the extent that may be relevant, has been demonstrated here.” <i>GPS</i> , at n. 10 (citing two non-NSA cases decided under the FAA).
IDRE arbitrator’s brevity in written award does not establish misconduct in form of a refusal to hear evidence. Doc. No. 26, p. 17.	“The Guidance requires the IDR entity to consider the factors found in 42 U.S.C. 300ggg-111(c)(5)(C), not to discuss them expressly. <i>GPS</i> , at * 16.
IDRE arbitrator’s selection of offer closest to the QPA does not establish that IDRE arbitrator applied an illegal presumption in favor of the QPA. Doc. No. 26, p. 15.	“Texas Medical Association disallowed a presumption in favor of the QPA, but it did not, of course prohibit consideration of the QPA or disallow any award that equaled or approximated the QPA.” <i>GPS</i> , at * 21.
<i>Texas Medical Association</i> decision does not support or require vacatur of C2C’s August 27, 2022, award. Doc. No. 26, p. 17.	“The new rule, however, post-dated the decision at issue by eight days, and it expressly provides that its effective date falls still later, on October 25, 2022. It therefore does not apply to the present case.” <i>GPS</i> , at * 12.
Allegations concerning anonymous arbitrator do not satisfy vacatur standard. Doc. No. 26, p. 11 and 14-15 at n2.	“[Movant] does not point at any requirement in the Act, the Guidance, or the case law that the certified IDR decisionmaker be a disclosed natural person.” <i>GPS</i> , at *23.

**CERTIFICATE OF SERVICE**

I hereby certify that on September 15, 2023, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system which will send a notice of electronic filing to the following:

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