UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

AETNA HEALTH INC., AETNA LIFE INSURANCE COMPANY, and AETNA HEALTH INSURANCE COMPANY, *Plaintiffs*, vs. RADIOLOGY PARTNERS, INC. and MORI, BEAN AND BROOKS, INC., *Defendants*.	Case No. 3:24-cv-01343-BJD-LLL

PLAINTIFFS' OPPOSITION
TO DEFENDANTS' MOTION TO STAY

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INTRODUCTION

Plaintiffs Aetna Health Inc., *et al.* ("Aetna") and its plan sponsors are the victims of two billing schemes perpetrated by Defendants Radiology Partners, Inc. ("Radiology Partners") and Mori, Bean and Brooks, Inc. ("MBB"). The first began in 2018 when Radiology Partners acquired MBB for $132 million. Radiology Partners identified MBB's network agreement with Aetna as the most lucrative of its Florida radiology practices' contracts and began billing for services provided by all its other affiliated Florida practices through the Aetna-MBB Contract (rather than using those practices' own contracts with Aetna). This caused Aetna and its plan sponsors to pay millions more than they should have for the same services, by the same physicians, at the same hospitals. Aetna terminated its contract with MBB in June of 2022. This ended the "Contract Period Scheme."

Defendants then pivoted to their second scheme. MBB began to bill for services provided by Radiology Partners' other Florida practices on an *out-of-network* basis even though those practices were *in-network* with Aetna. For a subset of these claims, Defendants wrongfully initiated tens of thousands of arbitrations under the No Surprises Act's ("NSA") Independent Dispute Resolution ("IDR") process. Because the NSA IDR process is only available to non-contracted providers, Defendants falsely certified to Aetna, federal agencies, and neutral entities overseeing the IDR processes that the claims were eligible for the NSA IDR process when, in fact, they knew they were not. This caused Aetna to pay tens of

millions in fraudulent NSA IDR awards, fees, and unnecessary overhead. This is Defendants' "Post-Contract Period Scheme"—which continues to this day.

Aetna's claims related to the Contract Period Scheme are in arbitration, D.E. 92-1, while Aetna's claims related to the Post-Contract Period Scheme are before this Court. D.E. 80 ("Amend. Compl."). To delay accountability and continue to reap windfalls from its Post-Contract Period Scheme, Defendants ask the Court to stay this action indefinitely pending the arbitration of Aetna's Contract Period Scheme claims. D.E. 92. The Court should deny Defendants' motion because it cannot overcome the "heavy presumption . . . that the arbitration and the lawsuit will each proceed in its normal course." *Klay v. All Defendants*, 389 F.3d 1191, 1204 (11th Cir. 2004) (quoting *Dean Witter Reynolds, Inc. v. Byrd*, 470 U.S. 213, 225 (1985)).

First, the Supreme Court of the United States has made clear that a party seeking a stay must "make out a clear case of hardship or inequity in being required to go forward, if there is even a fair possibility that the stay for which he prays will work damage to some one else." *Landis v. N. Am. Co.*, 299 U.S. 248, 255 (1936). Defendants' motion seeks to deprive Aetna of the sole forum for seeking vacatur of Defendants' improperly obtained NSA IDR awards through a stay of indefinite duration *while they continue to submit ineligible claims*. Yet, Defendants *never even argue* that they would suffer hardship or inequity by having to litigate the Post-Contract Period claims that they concede are not arbitrable.

Second, the Eleventh Circuit has repeatedly held that a stay for a "protracted and indefinite period" of delay is impermissible. *See, e.g.*, *King v. Cessna Aircraft Co.*, 505 F.3d 1160, 1172 (11th Cir. 2007). There is no definite end-date to the stay Defendants seek. *See* D.E. 92. But, in the arbitration, Defendants have claimed they are completely unavailable for a final hearing until late 2027, meaning their requested stay would deprive Aetna of judicial redress of its Post-Contract Period claims for likely more than two years *even assuming there are no delays*. This is the type of protracted and indefinite stay the Eleventh Circuit has repeatedly cautioned against.

Third, Defendants do not even *argue* that the Contract Period Scheme claims in arbitration predominate and there is no reason to think that they would. Nor will the outcome of the nonarbitrable Post-Contract Period claims before this Court necessarily depend on the arbitrator's decision. For example, Aetna's claim for vacatur under the NSA hinges on whether Defendants falsely certified that the services were provided *by a non-contracted provider*. *See* Am Compl. ¶¶ 251-264. In the arbitration, Aetna's fraud claims hinge on whether it was a misrepresentation for Defendants' to use MBB's Tax Identification Number to bill for services rendered by providers affiliated with medical groups other than MBB. *See* D.E. 92-1 at ¶¶ 135-147.

Fourth, to the extent there is overlap in discovery, the parties can work together to prevent the duplication of efforts, including by coordinating discovery between the two proceedings.

For these reasons, and as set forth below, Aetna respectfully requests that the Court deny Defendants' Motion to Stay in its entirety.

BACKGROUND

I. MBB and Radiology Partners' Contract Period and Post-Contract Period Schemes.

MBB is a medical group formed in 1968 that, at least prior to its acquisition by Radiology Partners, was comprised of a few dozen radiologists practicing in the Jacksonville, Florida area. Amend. Compl. ¶¶ 47-48. Radiology Partners is a private equity-backed aggregator of radiology practices founded in 2012 that carries out its operations through local groups that it acquires and controls. *Id.* ¶¶ 2, 3, 38, 46. In 2018, Radiology Partners acquired MBB for over $130 million. *Id.* ¶ 49. Two billing schemes then succeeded.

The Contract Period Scheme. After acquiring MBB, Radiology Partners decided to bill services rendered by its *other* Florida-based radiology groups through MBB, making it appear as though MBB rendered the services, to have those services reimbursed at the higher rates in MBB's network agreement with Aetna rather than those other groups' less lucrative agreements with Aetna. *Id.* ¶¶ 53-58. This caused Aetna, its plan sponsors, and members to pay more for the same services rendered by the same physicians at the same locations. *Id.* ¶¶ 4, 53-58.

The Post-Contract Period Scheme. Aetna terminated its network agreement with MBB in July 2022. *Id.* ¶ 59. Defendants then pivoted to causing MBB to bill claims on an *out-of-network* basis for medical groups that had (and

still have) *in-network* agreements with Aetna. *Id.* ¶¶ 11; 59-101. This was done so that Defendants could get paid more for the very same services, but also so that Defendants could wrongfully submit some of the claims to the NSA IDR process, which is only available to non-contracted providers. *Id.* ¶¶ 10-13, 112-20. Thus, each NSA IDR award was procured by Defendants' wrongful attestations to Aetna, the NSA IDR entity, and the U.S. Department of Health & Human Services that the claims were eligible for the NSA IDR process. *Id.* ¶¶ 11-12. After obtaining thousands of fraudulent NSA IDR awards, Defendants tried to use the aggregate cost of the NSA IDR award, fees, and overhead to coerce Aetna into a new network agreement with extremely lucrative reimbursement rates. *Id.* ¶¶ 166-69.

II. The Texas arbitration between Aetna and a Radiology Partners affiliate reinforces the legitimacy of Aetna's claims.

Defendants seek to cast doubt on the legitimacy of Aetna's claims by repeatedly arguing that Aetna's tort theories were "rejected" in an arbitration between Aetna, Radiology Partners, and another of Radiology Partners' affiliates in Texas. *See*, *e.g.*, D.E. 92 at 3-4. Defendants fail to mention, however, that the arbitrator found that Radiology Partners' Texas affiliate breached its agreement with Aetna by engaging in similar conduct and that, as a result, Aetna suffered more than $14 million in damages. *See* D.E. 29-4 at 25 & 30.

III. Aetna files this suit with Contract Period and Post-Contract Period claims, and the Court strikes Aetna's original complaint.

Aetna filed this action on December 23, 2024. D.E. 1. Aetna's original Complaint included claims related to both the Contract Period Scheme and Post-

Contract Period Scheme. *Id.* at ¶¶ 15; 210-354. Defendants moved to dismiss the Complaint and to compel arbitration of Aetna's claims related to the Contract Period Scheme. D.E. 27 & 28. On September 12, 2025, the Court ordered Aetna to file a new pleading to resolve perceived ambiguity as to the temporal scope of Aetna's claims—*i.e.*, which claims relate to the Contract or Post-Contract Period Schemes. *See* D.E. 74 & 79.

IV. Aetna initiates arbitration for claims arising from the Contract Period Scheme and files an amended complaint alleging its Post-Contract Period Scheme claims.

Following the Court's order, Aetna filed its claims arising from the Contract Period Scheme against MBB and Radiology Partners in arbitration (the "Arbitration"). *See* D.E. 92-1. Aetna's claims in Arbitration seek "to recover the damages [Aetna] sustained from Radiology Partners and MBB's scheme ***only during the period that the Agreement was in effect***." *Id.* ¶ 8 (emphasis added). No part of Aetna's claims in the Arbitration discuss or seek damages from Defendants during the Post-Contract Period. *See id.* Based on Defendants' representation that they were not available at any earlier point in the next *two years*, the Final Hearing is set for September 13, 2027. **Exhibits A and B attached hereto**.

On October 3, 2025, Aetna filed its First Amended Complaint in this action. D.E. 80. Aetna's claims in the First Amended Complaint relate only to the Post-Contract Period—*i.e.,* the scheme that ensued after Aetna terminated its network agreement with MBB. *Id.* ¶ 7. Counts 1–5 and 7–8 relate to out-of-network claims

that Defendants caused Aetna to pay independent of the NSA IDR process, while Count 6 seeks vacatur of the NSA IDR awards Defendants fraudulently obtained. *Id.* ¶¶ 188-286.

V. Defendants move to indefinitely stay Aetna's Post-Contract Period claims, pending arbitration of Aetna's Contract Period claims.

Defendants have now filed the present motion, arguing that "[a]ny count in [Aetna's] Amended Complaint not dismissed pursuant to the concurrently filed Motion to Dismiss should be stayed." D.E. 92 at 9. Specifically, Defendants ask the Court to "exercise its discretion" and "stay this action, pending conclusion of the arbitration proceedings" between Aetna, MBB, and Radiology Partners. *Id.* at 18.

LEGAL STANDARD

"The decision whether to stay non-arbitrable claims pending resolution of arbitral claims is discretionary." *McKinnon v. Palm Chevrolet of Gainesville, LLC*, No. 1:09CV174-SPM-AK, 2009 WL 10674171, at *4 (N.D. Fla. Nov. 6, 2009) (citing *Klay* , 389 F.3d at 1204). But "the heavy presumption should be that the arbitration and the lawsuit will each proceed in its normal course." *Id.* Thus, "courts generally refuse to stay proceedings of nonarbitrable claims when it is feasible to proceed with the litigation." *Klay*, 389 F.3d at 1204. The key inquiries are "whether arbitrable claims predominate or whether the outcome of the nonarbitrable claims will depend upon the arbitrator's decision." *Id.* "The proponent of a stay bears the burden of establishing its need." *Suncoast Waterkeeper v. City of St. Petersburg*, Case No. 8:16-cv-3319, 2018 WL 8369385, at *1 (M.D. Fla. Jan. 22, 2018) (cleaned

up) (quoting *Clinton v. Jones*, 520 U.S. 681, 708 (1997)).

ARGUMENT

I. The motion to stay should be denied because Defendants have not made out a clear case of hardship or inequity.

A balancing of the equities tied to Defendants' Motion to Stay favors denial of the Motion. Defendants seek to indefinitely bar Aetna from access to judicial relief to redress *ongoing* harm in the form of fraudulent submissions to the NSA IDR process by slow-playing an Arbitration (*see infra* § II) and staying this judicial process pending the "conclusion" of that process. *See* D.E. 92. A stay would deprive Aetna of judicial avenues that are necessary to prevent further harm.[1] *See* Amend. Compl. ¶¶ 249, 267-80, 281-86 (seeking declaratory and injunctive relief). The primary focus of Aetna's Post-Contract Period Claims is millions of dollars in NSA IDR awards obtained fraudulently and that exceed the IDR entities' powers, *see id.* ¶¶ 251-66, where Aetna's avenues for judicial review are limited by the NSA, *see* 42 U.S.C. § 300gg-111(c)(5)(E)(i) (limiting judicial review except in cases described in "paragraphs (1) through (4) of section 10(a) of title 9."), and where Defendants' harmful conduct *is ongoing*. *See*, *e.g.*, *See* Amend. Compl. ¶¶ 249, 267-80, 281-86.

The justifications Defendants offer for a stay are that Aetna's claims in the two proceedings "are built on the same core alleged operative facts" such that they "*could*" result in inconsistent rulings, *see*, *e.g.*, D.E. 92 at 1, 9, the *possibility* that

[1] The Aetna-MBB Contract "except[s]" any "temporary, preliminary, or permanent injunctive relief or any other form of equitable relief" from the province of arbitration. D.E. 38-1 at § 10.2.2.

a stay could conserve judicial resources, *see id.* at 17, and that allowing Aetna's non-arbitrable claims to proceed in parallel would allow Aetna to "circumvent its contractual arbitration provisions." *Id.* at 18. These justifications do not satisfy Defendants' burden as movants given the harm the stay would impose upon Aetna.

A movant seeking a stay "must make out a clear case of hardship or inequity in being required to go forward, if there is even a fair possibility that the stay for which he prays will work damage to some one else." *Landis*, 299 U.S. at 255. Defendants do not identify *any* hardship or inequity they would suffer from proceeding on claims that they admit are not arbitrable. *See generally* D.E. 92. Thus, the motion should be denied. S*ee Haston v. Gold Coast Fed. Credit Union*, Case No. 22-CV-80004-RS, 2022 WL 3131452, at *1-2 (S.D. Fla. Aug. 2, 2022) (denying motion to stay because, "[w]hile [the movant] has argued that a stay would conserve judicial resources, potentially prevent incongruous results, and allow for the pending Arbitration to resolve threshold issues common to all Defendants, none of those considerations show any hardship or inequity" and "a stay may prejudice [the non-movant] as he continues to wait indeterminately for an arbitrator to reach a decision . . . ."); *United States ex rel. Gose v. Native Am. Servs. Corp.*, Case No. 8:16-cv-03411-KKM-AEP, 2024 WL 5298608, at *1 (M.D. Fla. Dec. 20, 2024) (denying motion to stay in part because the movant did not "make out 'a clear case of hardship or inequity'" (quoting *Landis*, 299 U.S. at 255)); *United States v. Fed. Ins. Co.*, Case No. 6:19-cv-1784-ORL-78DCI, 2020 WL 9455638 at *2-5 (M.D. Fla. Apr. 10, 2020) (denying motion to stay where movant

"does not explicitly argue that it will face a hardship or inequity if the stay is denied," and where the motion was premised "on the basis of unsupported possibilities" such as the possibility that "the stay *might* allow both parties to avoid the cost of litigation this action") (emphasis original); *CTI-Container Leasing Corp. v. Uiterwyk Corp.*, 685 F.2d 1284, 1289-90 (11th Cir. 1982) (finding district court abused its discretion by staying entire matter because movant would not suffer any "hardship" by proceeding with the action and "any extra costs [the movant] might incur do not outweigh the serious harm to [the non-movant] if it is compelled to stand aside for an indeterminate period of time to await the Tribunal's decision").

Defendants' first justification—the possibility of inconsistent rulings—is not a hardship or inequity. *See*, *e.g.*, *Haston*, 2022 WL 3131452 at *1-2 (potentially incongruous results do not "show any hardship or inequity"); *Fed Ins. Co.*, 2020 WL 9455638 at *4 ("[C]onclusory assertions that proceeding in this case could result in [movant] paying possibly avoidable costs and in possibly inconsistent outcomes do not 'make[ ] out a clear case of hardship or inequity in being required to go forward.'" (quoting *Landis*, 299 U.S. at 255)).

Their second justification—speculative benefits to judicial economy—is not sufficient either. *See*, *e.g.*, *Suncoast Waterkeeper*, 2018 WL 8369385 at *2 ("[T]he interest of judicial economy alone do not justify an indefinite stay of this case. . . ."); *Fusilamp, LLC v. Littelfuse, Inc.*, No. 10-CIV-20528, 2010 WL 2277545, at *4 (S.D. Fla. June 7, 2010) (theoretical benefits to judicial economy did not outweigh

concerns over the indefiniteness of the proposed stay); *Fed. Ins. Co.*, 2020 WL 9455638 at *4-5 (finding potential benefits to judicial economy did not justify indefinite stay).

Defendants' third justification—that allowing non-arbitrable claims to proceed would "allow Aetna to circumvent its contractual arbitration provisions," D.E. 92 at 18—is nonsensical. Defendants agree that Aetna's Post-Contract Period claims in the Amended Complaint are not arbitrable. Aetna is not "circumventing" its contractual arbitration provisions by proceeding in a judicial forum on non-arbitrable claims. "[A] dual track is exactly what the parties bargained for . . . ." *Blue Cross & Blue Shield of Georgia, Inc. v. DL Inv. Holdings, LLC*, Case No. 1:18-CV-01304, 2018 WL 6583882, at *9-11 (N.D. Ga. Dec. 14, 2018).

Defendants have not met their burden of establishing they will suffer hardship or inequity from being required to proceed. Accordingly, Aetna respectfully submits the motion should be denied.

II. The motion to stay should be denied because it seeks a protracted and indefinite stay.

The very first case Defendants cite in their Argument is reflective of why their Motion to Stay should be denied. In *Native American Services Corporation*, this Court wrote that the "Eleventh Circuit has 'repeatedly held that a stay order which is 'immoderate' and involves a 'protracted and indefinite period' of delay is impermissible." 2024 WL 5298608, at *1 (quoting *King v. Cessna Aircraft Co.*, 505 F.3d 1160, 1172 (11th Cir. 2007)); *see also Ortego Trujillo v. Conover & Co. Comms., Inc.*, 221 F.3d 1262, 1264-65 (11th Cir. 2000) (stay until foreign court

"concludes their review" was impermissibly "indefinite"); *Am. Mfrs. Mut. Ins. Co. v. Edward D. Stone, Jr. & Assoc.*, 743 F.2d 1519, 1523-1524 (11th Cir. 1984) (state court proceeding pending for 18 months without trial date was "indefinite").

Here, Defendants seek to stay Aetna's Post-Contract Period claims "pending the conclusion of the arbitration." D.E. 92 at 1. Their Motion does not identify any specific end-date for their requested stay. *See generally* D.E. 92. In October 2025, the Parties discussed the schedule for the Arbitration and Defendants' counsel took the position that Defendants could not be available for a final hearing until ***September 2027***. Exhibit A. Aetna's view, as it expressed to Defendants, was that "waiting until fall 2027 for the hearing is needlessly delaying resolution of this matter[.]" *Id*. As a result of Defendants' claimed unavailability, however, the final hearing for the Arbitration is not scheduled to conclude until October 1, 2027. Exhibit B. Post-hearing briefs are due 30 days after the final hearing. *Id*. American Arbitration Association Commercial Arbitration Rule 47 requires the award to be made "no later than 30 calendar days from the date of closing the hearing. . . ." AAA Comm. Arb. Rule 47. Thus, by delaying the final hearing in the Arbitration and simultaneously seeking to stay Aetna's non-arbitrable claims, Defendants ask the Court to deprive Aetna from *any* judicial process until late 2027 or early 2028, and even those dates assume the hearing date is not postponed and without taking into consideration any potential judicial challenges to the award. Thus, the stay requested by Defendants is of "indefinite scope" and improper. *See*, *e.g.*, *Haston*, 2022 WL 3131452, at *1-2 (denying motion to stay pending arbitration between

plaintiff and one defendant because "there is no indication of the duration of the arbitration or the requested stay" and it is therefore "protracted and indefinite"); *Stern v. Bank of Am. Corp.*, Case No. 2:15-cv-153-FtM-29CM, 2015 WL 3440419, at *3 (M.D. Fla. May 28, 2015) (stay that could "result in a delay of more than two years" was of "indefinite scope"); *Roath v. Bank of New York Mellon*, Case No. 2:15-cv-286-FtM-38DN, 2015 WL 3439828, at *2 (M.D. Fla. July 14, 2015) (same); *Waterkeeper*, 2018 WL 8369385 at *1-2 (stay "until the Florida DOAH completes its review of" a consent order was "impermissibly indeterminate").

III. Defendants' motion should be denied because it is feasible to proceed with Aetna's claims in this action.

"[C]ourts generally refuse to stay proceedings of nonarbitrable claims when it is feasible to proceed with the litigation." *Klay*, 389 F.3d at 1204. The key inquiries are "whether arbitrable claims predominate or whether the outcome of the nonarbitrable claims will depend upon the arbitrator's decision." *Id.* Defendants have demonstrated neither circumstance here. Rather, it is feasible to proceed with the litigation because the Contract Period claims in arbitration do not predominate, and the outcome of the Post-Contract Period claims before this Court will not necessarily depend on the arbitrator's decision.

Defendants do not even *argue* that the arbitrable claims predominate over the non-arbitrable claims. *See generally* D.E. 92. They do not. The Post-Contract Period claims before this Court include a request for declaratory and injunctive relief, address the *on-going* harm being suffered by Aetna, and seek substantial damages.

The outcome of Aetna's nonarbitrable claims also will not necessarily depend on the arbitrator's decision. Aetna's claims in the Arbitration relate to issues with in-network billing and, primarily, whether Defendants breached contractual provisions in the MBB contract. On the other hand, Aetna's claims in this action relate to out-of-network billing, legal duties arising primarily under common law and statute, and their conduct regarding the NSA IDR process after MBB's network contract was terminated.

Take, for example, Aetna's claim for vacatur of fraudulently obtained NSA IDR awards, which represents the bulk of Aetna's Post-Contract Period damages. That claim involves a different misrepresentation than will be litigated in the Arbitration. In support of its request for vacatur, Aetna alleges that MBB falsely attested to the Department of Health & Human Services, the Independent Dispute Resolution Entities ("IDREs"), and Aetna that the "item(s) and/or service(s) at issue are qualified item(s) and/or service(s) within the scope of the Federal IDR process," thus representing that the services were rendered by a "nonparticipating provider," when in reality the providers had a contractual relationship with Aetna, rendering such claims ineligible for the NSA IDR process. *See* Am. Compl. ¶¶ 251-264. In the Arbitration, Aetna's fraud claims depend on whether it was a misrepresentation for Defendants to use MBB's Tax Identification Number to bill for services rendered by providers affiliated with medical groups other than MBB. *See* D.E. 92-1 at ¶¶ 135-147. Conversely, this action will not involve any decisions regarding Defendants' conduct under MBB's network agreement or the propriety

of their billing under that contract. Simply put, because the Arbitration and this matter address different claims and legal issues, it is feasible to proceed with both.

The claims in the Arbitration and this matter also concern different time periods. The Contract Period Scheme relates to claims billed from September 2018 to June 2022, while the Post-Contract Period claims relate to claims billed after the termination of the MBB agreement in July 2022. Amend. Compl. ¶¶ 53-59; 112-163. Notably, the NSA IDR process—a central focus of this action—was implemented on April 15, 2022.[2]

Defendants argue that the "foundational" issue for both the Arbitration and this matter is whether "MBB holds the staffing contracts at the hospitals" where the services at issue were rendered. D.E. 92 at 10-11. But no contract between MBB and a hospital could give Defendants the right to falsely attest to the eligibility of services for the IDR process where such services were rendered by a contracted provider. In addition, Aetna's Amended Complaint alleges that "Radiology Partners has *misled* hospitals who contracted with other Radiology Partners-controlled medical groups in Florida into believing that those non-MBB medical groups were 'subsidiaries' of or otherwise owned by MBB." *Id.* ¶ 179 (emphasis added).

[2] *See* Rosso and Shen, Congressional Research Service, *No Surprises Act (NSA) Independent Dispute Resolution (IDR) Process Data Analysis for 2024*, (Nov. 26, 2025), Available at: https://www.congress.gov/crs-product/R48738#ifn6 ("The IDR process became operational on April 15, 2022, when the Centers for Medicare & Medicaid Services (CMS) of the Department of Health and Human Services (HHS) opened the IDR portal, which accepts dispute submissions.").

Klay is instructive. There, health maintenance organizations sought to compel arbitration of claims filed against them by physician groups based on arbitration clauses in network contracts and to "stay litigation of [any] nonarbitrable claims." *Id*. at 1194-95. Akin to the Post-Contract Period claims here, the Eleventh Circuit found that "claims arising from disputes which arose outside of the effective dates" of the contracts were not arbitrable. *Id*. at 1203. It affirmed the district court's denial of the "motion to stay litigation of nonarbitrable claims," reasoning that it was "feasible to compel arbitration of arbitrable claims while allowing litigation of nonarbitrable claims" and "refusal to grant the stay would not result in duplicative proceedings and would not permit a decision in either proceeding to have preclusive effect in the other." *Id*.

Blue Cross & Blue Shield of Georgia, Inc. v. DL Inv. Holdings, LLC is also squarely on point. There, health plans brought suit against providers for a fraudulent billing scheme. 2018 WL 6583882, at *1-2. Although there were three contracts at issue and only one had an arbitration provision, the court refused to stay the non-arbitrable claims because (1) "it is feasible to arbitrate the claims identified above while allowing litigation of non-arbitrable claims to continue," (2) "there is no reason to believe the dual track will prejudice any party or necessarily lead to the duplication of efforts," (3) it would be "fundamentally unfair to the [plaintiffs] to stay their claims because of the presence of an arbitration provision in a separate contract," (4) "the parties can work together to prevent the

duplication of efforts and expense," and (5) "a dual track is exactly what the parties bargained for[.]" *Id.* at 9–11.

IV. The Parties can address Defendants' concerns about duplication of effort by coordinating discovery.

Defendants note that "the same witnesses, documents and law will be central to both disputes" and this could "force duplicative discovery and motion practice." D.E. at 17. But, as outlined above, the two proceedings relate to different issues and time periods. It is true that there will be some overlap in discovery, but "the parties can work together to prevent the duplication of efforts and expense. They can coordinate written discovery, depositions, and similar maters between the two proceedings." *DL Inv. Holdings,* 2018 WL 6583882, at *10. Likewise, the Court and the arbitrator can "manage the litigation (including discovery and motions practice) to prevent duplication of efforts and maximize efficiency." *Id.*; *see also Branch v. Ottinger*, No. 2:10-CV-128-RWS, 2011 WL 4500094, at *3 (N.D. Ga. Sept. 27, 2011), *aff'd*, 477 F. App'x 718 (11th Cir. 2012) (denying motion to stay and discussing "coordination between litigation and arbitration discovery"). Defendants' argument does not overcome the "heavy presumption" that the Arbitration and this matter "will each proceed in its normal course." *Dean Witter Reynolds, Inc.*, 470 U.S. at 225.

CONCLUSION

For the reasons stated, Aetna respectfully requests for the Court to deny Defendants' Motion to Stay.

Dated: January 7, 2026

ROBINS KAPLAN LLP

/s/ Nathaniel J. Moore

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EXHIBIT A

From: Moore, Nathaniel J.
To: Christopher Jew; Nelson, Kyle D.
Cc: Glenn Solomon; Aaliyah Thompson; Samantha Kavanaugh; Nichele Goitia; Mike Thompson; William Mavity; Sara Brinkmann; Burns, Jared J.; Weller, Paul D.; Guith, Marcus A.; Nichele Goitia; Marie Britt; Meghjee, Munir R.
Subject: RE: Mori, Bean, and Brooks, Inc. v. Aetna U.S. Healthcare, Inc., Aetna Health, Inc. - Case 01-25-0002-1270
Date: Wednesday, October 15, 2025 6:13:02 AM
Attachments: image001.png
image002.png
image003.png
image004.png

Counsel:

Aetna continues to believe that waiting until fall 2027 for the hearing is needlessly delaying resolution of this matter, but we understand MBB/RP's position is that September 2027 is the soonest they can be available. Given that, below is a proposed schedule. If your availability has changed, please let us know.

#	Action	Deadline
1	Parties' initial disclosures consistent with Fed. R. Civ. P. 26(a)(1)	Oct. 24, 2025
2	Fact discovery opens	Oct. 27, 2025
3	Joint protective order and ESI order submitted	Nov. 14, 2025
4	Deadline to amend pleadings	June 5, 2026
5	Deadline for requests for issuance of third-party subpoenas	Oct. 30, 2026
6	Motions regarding any unresolved discovery disputes	Oct. 30, 2026
7	Fact discovery closes	Jan. 22, 2027
8	For Panel disclosure purposes, identification of any related parties, or witnesses	Jan. 29, 2027
9	Expert designations and reports for issues on which a party bears the burden of proof	Feb. 19, 2027
10	Rebuttal expert designations and reports for issues on which a party does not bear the burden of proof	March 19, 2027
11	Expert discovery closes	April 16, 2027
12	Deadline to seek Arbitrator's permission to file dispositive motions	May 7, 2027
13	Requests for witness subpoenas for hearing due to Arbitrator	July 30, 2027
14	Pre-hearing briefs (no responses)	Aug. 6, 2027
15	Parties exchange lists of witnesses reasonably intended to be called	Aug. 13, 2027
16	Parties' exchange proposed exhibit lists	Aug. 18, 2027
17	Parties complete combined single set of exhibits books	Aug. 25, 2027
18	Filing of pre-hearing statements, any stipulations, and core exhibits for prehearing Arbitrator review	Sept. 1, 2027
19	Dates for pre-hearing status conference(s) (telephonic)	Sept. 8, 2027
20	Hearing dates	Sept. 13-24, 2027
21	Filing of post-hearing briefs (if any)	30 days after final hearing

We continue to believe two weeks should be sufficient for the hearing. Reasonable limitations on the time each side has to present their case may be appropriate.

Thank you,
Nate

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From: Christopher Jew <CJew@KSLAW.com>
Sent: Monday, October 13, 2025 6:58 AM
To: Nelson, Kyle D. <KNelson@RobinsKaplan.com>; Moore, Nathaniel J. <NMoore@RobinsKaplan.com>
Cc: Glenn Solomon <GSolomon@KSLAW.com>; Aaliyah Thompson <Aaliyah.Thompson@kslaw.com>; Samantha Kavanaugh <SKavanaugh@KSLAW.com>; Nichele Goitia <NGoitia@kslaw.com>; Mike Thompson <mhthompson@kslaw.com>; William Mavity <WMavity@KSLAW.com>; Sara Brinkmann <SBrinkmann@KSLAW.com>; Burns, Jared J. <JBurns@RobinsKaplan.com>; Weller, Paul D. <PWeller@RobinsKaplan.com>; Guith, Marcus A. <MGuith@RobinsKaplan.com>; Nichele Goitia <NGoitia@kslaw.com>; Marie Britt <MBritt@KSLAW.com>
Subject: [EXTERNAL] RE: Mori, Bean, and Brooks, Inc. v. Aetna U.S. Healthcare, Inc., Aetna Health, Inc. - Case 01-25-0002-1270

Counsel,

We have not heard back from your side regarding your availability. Please advise.

Christopher Jew
Senior Associate

T: +1 213 443 4336 | M: 805-908-1831 | cjew@kslaw.com | Bio | vCard

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Los Angeles, CA 90071

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From: Christopher Jew
Sent: Monday, September 29, 2025 11:52 PM
To: 'Nelson, Kyle D.' <KNelson@RobinsKaplan.com>; 'Moore, Nathaniel J.' <NMoore@RobinsKaplan.com>
Cc: Glenn Solomon <GSolomon@KSLAW.com>; Aaliyah Thompson <aaliyah.thompson@kslaw.com>; Samantha Kavanaugh <SKavanaugh@KSLAW.com>; Nichele Goitia <ngoitia@kslaw.com>; Mike Thompson <mhthompson@kslaw.com>; William Mavity <WMavity@KSLAW.com>; Sara Brinkmann <SBrinkmann@KSLAW.com>; 'Burns, Jared J.' <JBurns@RobinsKaplan.com>; PWeller <PWeller@RobinsKaplan.com>; Guith, Marcus A. <MGuith@RobinsKaplan.com>; Nichele Goitia <ngoitia@kslaw.com>; Marie Britt <MBritt@KSLAW.com>
Subject: RE: Mori, Bean, and Brooks, Inc. v. Aetna U.S. Healthcare, Inc., Aetna Health, Inc. - Case 01-25-0002-1270

Counsel,

The March 30 – April 17, 2027 dates may no longer work for our side due to another case being scheduled on those dates. We're working to determine if they are still viable.

Christopher Jew
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From: Christopher Jew
Sent: Monday, September 29, 2025 11:07 AM
To: 'Nelson, Kyle D.' <KNelson@RobinsKaplan.com>; Moore, Nathaniel J. <NMoore@RobinsKaplan.com>
Cc: Glenn Solomon <GSolomon@KSLAW.com>; Aaliyah Thompson <aaliyah.thompson@kslaw.com>; Samantha Kavanaugh <SKavanaugh@KSLAW.com>; Nichele Goitia <ngoitia@kslaw.com>; Mike Thompson <mhthompson@kslaw.com>; William Mavity <WMavity@KSLAW.com>; Sara Brinkmann <SBrinkmann@KSLAW.com>; Burns, Jared J. <JBurns@RobinsKaplan.com>; PWeller <PWeller@RobinsKaplan.com>; Guith, Marcus A. <MGuith@RobinsKaplan.com>; Nichele Goitia <ngoitia@kslaw.com>; Marie Britt <MBritt@KSLAW.com>

Subject: RE: Mori, Bean, and Brooks, Inc. v. Aetna U.S. Healthcare, Inc., Aetna Health, Inc. - Case 01-25-0002-1270

Counsel,

Please see attached revised scheduling order, per our discussion (we have not revised to list the below hearing dates, or overall related to such dates.).

Regarding final hearing dates, we propose (1) March 30-April 17, 2027, or (2) September 13 – October 1, 2027.

Please note that the hearing in Texas where Aetna arbitrated similar claims against Radiology Partners, Inc. and its Texas affiliate, Singleton Associates, P.A., where depositions were similarly not permitted by the contract's arbitration clause, occurred over multiple phases and 21 hearing days, which is why we've proposed three weeks.

Christopher Jew
Senior Associate

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From: Nelson, Kyle D. <KNelson@RobinsKaplan.com>
Sent: Sunday, September 28, 2025 6:39 PM
To: Christopher Jew <CJew@KSLAW.com>; Moore, Nathaniel J. <NMoore@RobinsKaplan.com>
Cc: Glenn Solomon <GSolomon@KSLAW.com>; Aaliyah Thompson <Aaliyah.Thompson@kslaw.com>; Samantha Kavanaugh <SKavanaugh@KSLAW.com>; Nichele Goitia <NGoitia@kslaw.com>; Mike Thompson <mhthompson@kslaw.com>; William Mavity <WMavity@KSLAW.com>; Sara Brinkmann <SBrinkmann@KSLAW.com>; Burns, Jared J. <JBurns@RobinsKaplan.com>; PWeller <PWeller@RobinsKaplan.com>; Guith, Marcus A. <MGuith@RobinsKaplan.com>; Nichele Goitia <NGoitia@kslaw.com>; Marie Britt <MBritt@KSLAW.com>
Subject: RE: Mori, Bean, and Brooks, Inc. v. Aetna U.S. Healthcare, Inc., Aetna Health, Inc. - Case 01-25-0002-1270

We can confer tomorrow at 10:00am CT. I will send an invite shortly.

Kyle D. Nelson
Associate | Pronouns: he/him

ROBINS KAPLAN LLP
800 LaSalle Avenue | Suite 2800 | Minneapolis, MN 55402
Direct: (612) 349-0644 | Cell: (612) 723-8009 | www.RobinsKaplan.com

From: Christopher Jew <CJew@KSLAW.com>
Sent: Sunday, September 28, 2025 4:06 PM
To: Moore, Nathaniel J. <NMoore@RobinsKaplan.com>
Cc: Glenn Solomon <GSolomon@KSLAW.com>; Aaliyah Thompson <Aaliyah.Thompson@kslaw.com>; Samantha Kavanaugh <SKavanaugh@KSLAW.com>; Nichele Goitia <NGoitia@kslaw.com>; Mike Thompson <mhthompson@kslaw.com>; William Mavity <WMavity@KSLAW.com>; Sara Brinkmann <SBrinkmann@KSLAW.com>; Burns, Jared J. <JBurns@RobinsKaplan.com>; Weller, Paul D. <PWeller@RobinsKaplan.com>; Guith, Marcus A. <MGuith@RobinsKaplan.com>; Nelson, Kyle D. <KNelson@RobinsKaplan.com>; Nichele Goitia <NGoitia@kslaw.com>; Marie Britt <MBritt@KSLAW.com>
Subject: [EXTERNAL] RE: Mori, Bean, and Brooks, Inc. v. Aetna U.S. Healthcare, Inc., Aetna Health, Inc. - Case 01-25-0002-1270

Counsel,

Please let us know of your availability to confer tomorrow morning regarding the scheduling order for the MBB v. Aetna v. RP arbitration to see if we're able to address any disputed issues.

Christopher Jew
Senior Associate

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From: Christopher Jew
Sent: Friday, September 26, 2025 4:42 PM
To: Moore, Nathaniel J. <NMoore@RobinsKaplan.com>
Cc: Glenn Solomon <GSolomon@KSLAW.com>; Aaliyah Thompson <aaliyah.thompson@kslaw.com>; Samantha Kavanaugh <SKavanaugh@KSLAW.com>; Nichele Goitia <ngoitia@kslaw.com>; Mike Thompson <mhthompson@kslaw.com>; William Mavity <WMavity@KSLAW.com>; Sara Brinkmann <SBrinkmann@KSLAW.com>; Burns, Jared J. <JBurns@RobinsKaplan.com>; PWeller PWeller@RobinsKaplan.com; Guith, Marcus A. MGuith@RobinsKaplan.com; Nelson, Kyle D. <KNelson@RobinsKaplan.com>; Nichele Goitia <ngoitia@kslaw.com>; Marie Britt <MBritt@KSLAW.com>
Subject: RE: Mori, Bean, and Brooks, Inc. v. Aetna U.S. Healthcare, Inc., Aetna Health, Inc. - Case 01-25-0002-1270

Counsel,

Please see attached redline relative to the proposed scheduling order that you all sent over. We appeared to be thinking of roughly the same time frame, but have a conflict on the specific dates that you all proposed.

We can be available to confer Monday morning if desired, or even tomorrow morning.

Christopher Jew
Senior Associate

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From: Moore, Nathaniel J. <NMoore@RobinsKaplan.com>
Sent: Friday, September 26, 2025 8:31 AM
To: Christopher Jew <CJew@KSLAW.com>
Cc: Glenn Solomon <GSolomon@KSLAW.com>; Aaliyah Thompson <Aaliyah.Thompson@kslaw.com>; Samantha Kavanaugh <SKavanaugh@KSLAW.com>; Nichele Goitia <NGoitia@kslaw.com>; Mike Thompson <mhthompson@kslaw.com>; William Mavity

<WMavity@KSLAW.com>; Sara Brinkmann <SBrinkmann@KSLAW.com>; Burns, Jared J. <JBurns@RobinsKaplan.com>; PWeller <PWeller@RobinsKaplan.com>; Guith, Marcus A. <MGuith@RobinsKaplan.com>; Nelson, Kyle D. <KNelson@RobinsKaplan.com>; Nichele Goitia <NGoitia@kslaw.com>; Marie Britt <MBritt@KSLAW.com>
Subject: RE: Mori, Bean, and Brooks, Inc. v. Aetna U.S. Healthcare, Inc., Aetna Health, Inc. - Case 01-25-0002-1270

CAUTION: MAIL FROM OUTSIDE THE FIRM

Counsel,

Attached please find a proposed scheduling order for the MBB v. Aetna arbitration. We would appreciate your views on this promptly given that we are to submit a response today. If we need to confer on Monday morning, we can be available to do so, in the hopes of submitting the parties' views on any disputed issues in advance of the hearing on Monday afternoon.

Thank you,
Nate

Nathaniel J. Moore
800 LaSalle Avenue | Suite 2800 | Minneapolis, MN 55402
Phone: (612) 349-0646 | Cell: (518) 669-1995 | RobinsKaplan.com

---

From: Christopher Jew <CJew@KSLAW.com>
Sent: Thursday, September 25, 2025 9:59 PM
To: AAA Bianca Brazil <BiancaBrazil@adr.org>
Cc: Glenn Solomon <GSolomon@KSLAW.com>; Aaliyah Thompson <Aaliyah.Thompson@kslaw.com>; Samantha Kavanaugh <SKavanaugh@KSLAW.com>; Nichele Goitia <NGoitia@kslaw.com>; Mike Thompson <mhthompson@kslaw.com>; William Mavity <WMavity@KSLAW.com>; Sara Brinkmann <SBrinkmann@KSLAW.com>; Moore, Nathaniel J. <NMoore@RobinsKaplan.com>; Burns, Jared J. <JBurns@RobinsKaplan.com>; Weller, Paul D. <PWeller@RobinsKaplan.com>; Guith, Marcus A. <MGuith@RobinsKaplan.com>; Nelson, Kyle D. <KNelson@RobinsKaplan.com>; Nichele Goitia <NGoitia@kslaw.com>; Marie Britt <MBritt@KSLAW.com>
Subject: [EXTERNAL] RE: Mori, Bean, and Brooks, Inc. v. Aetna U.S. Healthcare, Inc., Aetna Health, Inc. - Case 01-25-0002-1270

Good evening, Bianca,

Would you kindly forward the attached, which we also uploaded to the AAA portal, to Arbitrator Selby? Thank you.

Christopher Jew
Senior Associate

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From: AAA Bianca Brazil <BiancaBrazil@adr.org>
Sent: Wednesday, September 17, 2025 8:48 AM
To: Glenn Solomon <GSolomon@KSLAW.com>; Aaliyah Thompson <Aaliyah.Thompson@kslaw.com>; Christopher Jew <CJew@KSLAW.com>; Samantha Kavanaugh <SKavanaugh@KSLAW.com>; Nichele Goitia <NGoitia@kslaw.com>; Mike Thompson <mhthompson@kslaw.com>; William Mavity <WMavity@KSLAW.com>; Sara Brinkmann <SBrinkmann@KSLAW.com>; nmoore@robinskaplan.com; JBurns@RobinsKaplan.com; PWeller <PWeller@RobinsKaplan.com>; Guith, Marcus A. <MGuith@RobinsKaplan.com>; Nelson, Kyle D. <KNelson@RobinsKaplan.com>
Cc: AAA Bianca Brazil <BiancaBrazil@adr.org>

Subject: Mori, Bean, and Brooks, Inc. v. Aetna U.S. Healthcare, Inc., Aetna Health, Inc. - Case 01-25-0002-1270

CAUTION: **MAIL FROM OUTSIDE THE FIRM**

Good morning,

The preliminary hearing in this matter will be scheduled for September 29 at 1:00 p.m. CT / 2:00 p.m. ET. A Zoom invitation will follow shortly.

Attached please find a scheduling order template. Kindly confer and return the parties draft by **Friday, September 26**.

Please let me know if you have any questions.

Best regards,

Bianca

AAA Bianca Brazil
Director of ADR Services, Healthcare Business Development

American Arbitration Association
International Centre for Dispute Resolution
9 Greenway Plaza, Suite 1275, Houston, TX 77046
T: 832 631 6465 E: BiancaBrazil@adr.org
adr.org | icdr.org | aaaicdrfoundation.org
Explore the new ADR.org

EXHIBIT B

American Arbitration Association

Preliminary Hearing and Scheduling Order #1

Case Number: 01-25-0002-1270

Mori, Bean, and Brooks, Inc.
-vs-
Aetna U.S. Healthcare, Inc., Aetna Health, Inc.
and its Affiliates, Aetna Life Insurance Company,
and Aetna Health Insurance Company

Aetna Health, Inc.
-vs-
Mori, Bean, and Brooks, Inc. and Radiology Partners, Inc.

Pursuant to the Commercial Arbitration Rules of the American Arbitration Association (AAA) effective September 1, 2022, a preliminary hearing was held on November 6, 2025 before Arbitrator Hon. Myra Selby.

Preliminary Hearing Attendees:

For Claimant / Counter-Respondents: Glenn Solomon, Samantha Kavanaugh, and Christopher Jew of King & Spalding LLP

For Respondents / Counter-Claimants: Nathaniel Moore of Robins Kaplan LLP

For the Association: Bianca Brazil

Mediation R-10

Please indicate which of the following applies to this case:

- ☐ The parties have previously mediated this dispute and it resulted in an impasse *(If yes, skip to #1)*
- ☐ The parties have previously mediated this dispute but may be willing to consider another mediation later in the process *(If yes, please review the below Mediation Information)*
- X The parties have not mediated prior to this arbitration *(If yes, please review the below Mediation Information)*

Mediation Information

At any point during the arbitration process, the parties can choose to mediate their dispute as an alternative to continuing with arbitration, or both arbitration and mediation can proceed concurrently. If both parties agree to pursue mediation, they can contact their AAA case administrator/manager to initiate mediation proceedings.

Parties may also visit the AAA's website at https://www.adr.org/mediation/ for additional information regarding the mediation process or to search for available mediators in their area. Mediation offers an opportunity for the

parties to work collaboratively toward a mutually acceptable resolution, potentially saving time and resources.

By Order of the Arbitrator, the following is now in effect:

1. **Applicable Law**: As set forth in the Physician Group Agreement (the "Agreement"), "[t]he arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, to the exclusion of state laws inconsistent therewith or that would produce a different result . . . ." Agreement ¶ 10.2.2. Otherwise, Florida law will be applied substantively to the arbitration.
2. **Parties:** All the necessary parties are included in this arbitration.
3. **Claim/Counterclaim:** All parties shall amend/specify claims and/or counterclaims by June 5, 2026. Reponses, if any, are due two weeks thereafter.

4. Dispositive Motions: In the event that either Party desires to file a dispositive motion, it may file and serve an opening letter on or before May 7, 2027, not to exceed five (5) pages in length stating the reasons it believes that a dispositive motion should be allowed by the Arbitrator(s). The opposing Party may file and serve its letter in opposition, not to exceed five (5) pages in length, within seven days. The Arbitrator will rule on the Parties' letter submissions within 7 days of any opposition. If allowed, dispositive motions and responses thereto will be due on the schedule set by the Arbitrator. The parties are advised that it is unlikely that dispositive motions which require resolution of disputed facts, without a hearing, will be granted.

5. Motions: Pursuant to the Commercial Rules**,** motions may not be filed without the permission of the Arbitrator. Application to file motions shall be filed with the AAA and the Arbitrator, by letter or email not to exceed five (5) pages; describing 1) the motion the Party wishes to file, 2) the factual and legal basis for the motion, and 3) the reasons why the motion needs to be filed and how it will expedite resolution of the case or otherwise benefit the Parties. The submission shall contain a certification that the requesting Party has in good faith conferred with the opposing Party about the proposed motion prior to any Party requesting that a Motion be filed. The certification shall state whether the relief sought by the motion has been agreed to by the Parties or will be opposed. If no conference has occurred, the reason why must be stated.

An opposing party may submit a responsive letter, not to exceed five (5) pages; within seven (7) days of its receipt of a letter requesting a motion. All other applications or requests for advice or direction from the Arbitrator may be made informally by email or joint telephone conference. Formal motion procedure is not required, although

it is allowed if the parties wish. In the event that either party requests a hearing or if the Arbitrator believes a hearing would be useful in resolving the dispute, the Arbitrator will convene a remote hearing.

6. Hearing: A Final Hearing in this matter will commence before the Arbitrator in Duval County, Florida on September 13, 2027 at 9:00 am. This is a firm setting, and will not be changed or continued absent exceptional circumstances, upon a showing of good cause. The hearing will be scheduled for fifteen (15) day(s) of hearing time, inclusive of arguments. If the parties come to expect that fewer than fifteen (15) days will be necessary, they will notify the Arbitrator as soon as is reasonably practicable.

7. Additional Pre-hearing/Status Conference: An additional pre-hearing or status conference call is scheduled for September 8, 2027 at 1:00 pm before the Arbitrator. The parties shall confer regarding a proposed agenda and shall submit a proposed agenda for the call no later than 3 business days before the status conference. If no agenda is provided, the call will be cancelled. This call may also be cancelled upon the mutual agreement of the parties.

8. Exchange of Information/Discovery:

a. Written Discovery:

i. Each Party may serve no more than 25 requests for production of documents, 20 interrogatories, and 10 requests for admission.

ii. Answers to discovery requests are due within 30 days of receipt of the requests.

b. Pursuant to Section 10.2.2 of the Agreement, depositions for discovery purposes shall not be permitted.

c. Fact Discovery

i. Fact Discovery cutoff is January 22, 2027.

ii. Please be advised that late-filed motions to compel discovery or discovery disputes are insufficient to cause a postponement of the Final Hearing.

d. Expert Discovery

i. Expert Discovery cutoff is April 16, 2027.

ii. On or before February 19, 2027, the parties shall file and serve their initial expert witness reports on issues for which the party bears the burden of proof.

iii. The parties' rebuttal expert reports shall be served on March 19, 2027.

iv. Expert reports shall conform with Federal Rule of Civil Procedure 26 and communications by the Parties' counsel with their experts shall also be privileged in accordance with that same rule. The substance of each expert's direct testimony must fairly and reasonably be addressed in the expert's report. No expert will be permitted to offer testimony concerning areas not fully disclosed in that expert's report. There shall be no additional discovery of experts, except on good cause shown to the Arbitrators.

e. Electronic Discovery:

i. Clawback agreements shall be in place for all parties to allow for the retrieval of inadvertently disclosed attorney-client privileged documents.

ii. If the cost of collection of any of the electronically stored data presents an unreasonable cost for the producing party because the data is not readily accessible and the parties cannot reach an agreement on the handling of the cost, the arbitrator will decide if cost sharing or cost shifting is appropriate.

iv. The parties' agreement regarding electronic discovery will then be memorialized in an ESI case management order to be submitted in draft to the Arbitrator on or before November 14, 2025. If the parties cannot come to agreement regarding all salient issues concerning electronic discovery not covered by this order, they may raise the remaining issues to the Arbitrator by motion.

9. Confidentiality: The parties' agreement regarding confidentiality will be memorialized in a HIPAA Qualified Protective Order to be submitted in draft to the Arbitrator on or before November 14, 2025. If the parties cannot agree on all of the terms of such Confidentiality and/or HIPAA orders, they may submit competing redlined versions to the Arbitrator. A party may make a request to the Arbitrator for any additional measures required to protect confidential information by discovery motion.

10. Subpoenas:

a. Subpoenas to secure the appearance of non-party witnesses or documents may be issued by the Arbitrator, consistent with the Federal Arbitration Act, 9. U.S.C. § et seq., and consistent with the

Agreement, which provides that "[d]epositions for discovery purposes shall not be permitted." The Party requesting the subpoena shall disclose the subpoena to and shall confer with all other Parties prior to requesting its issuance and shall indicate if any Party opposes the issuance. If any Party objects to issuance of the subpoena or the content of any subpoena, such objection shall be presented to the Arbitrator. Subpoenas related to discovery shall be submitted to the Arbitrator on or before September 25, 2026. Subpoenas for the attendance of witnesses at the hearing shall be submitted no later than October 2, 2026.

11. Initial Disclosures:

a. The parties will exchange initial disclosures of witnesses and documents by October 31, 2025. These disclosures shall parallel Federal Rules of Civil Procedure 26(a)(1).

b. For disclosure purposes to the Arbitrator, the parties shall file a disclosure of any related parties and witnesses reasonably expected to be called by January 29, 2027.

12. Exhibits and Witnesses: The parties shall exchange copies of all exhibits to be offered and all schedules, summaries, diagrams, and charts to be used at hearing by August 18, 2027. The parties shall exchange lists of witnesses reasonably expected to be called at the Final Hearing by August 13, 2027. The parties shall exchange objections to any exhibits by August 25, 2027.

a. The Association does not require a copy of the exhibits for our file.

b. Each party shall bring sufficient copies to the hearing for opposing parties, the Arbitrator, and the witness.

c. Each proposed exhibit shall be pre-marked for identification using the following designations:

Party	**Exhibit #**	**To Exhibit #**
Claimant	C1	C___
Respondent	R1	R___

d. The parties shall attempt to agree upon and submit a jointly prepared consolidated and comprehensive set of joint exhibits by September 1, 2027. Joint Exhibits shall be numbered sequentially with the prefix J (J-1,

J-2, J-3, etc.).

13. Arbitration Hold: Counsel for the Parties are directed to inform their clients that the Arbitrator has ordered an arbitration hold and that the clients should take steps to prevent the destruction of all documents, both paper and electronic. If any party has an automatic document deletion/destruction program in place that system should be overridden until the case is completed.

14. Stipulation of Uncontested Facts: Any stipulation of uncontested facts shall be filed by September 1, 2027.

15. Pre-Hearing Briefs: On or before August 6, 2027, each party may serve and file a pre-hearing brief on all significant disputed issues, setting forth briefly the party's position and the supporting arguments and authorities.

a. Briefs may be in summary form, including the use of bullet points rather than extensive text.

b. The Arbitrator requests that briefs not exceed 25 double-spaced pages, excluding copies of any authorities that the parties may submit at the same time. The parties are invited to highlight any authorities as they deem appropriate.

c. No responses permitted

16. Stenographic Record: If both parties desire a stenographic record of the hearing, the parties will arrange between themselves of the presence of a court reporter. The cost of the court report will be divided evenly between the Parties. Pursuant to Rules, if the parties are not in agreement, the requesting party or parties shall pay the cost of the court reporter and record.

17. Award:

a. Form of Award:

i. Reasoned award.

ii. Pursuant to the Rules, the award shall be made by the Arbitrator no later than 30 days from the date of closing the hearing, or, if oral hearings have been waived, from the date of the AAA's transmittal of the final statement and proofs to the Arbitrator.

18. Mediation/Judicial Settlement Conference Services:

a. Mediation and Judicial Settlement Conference Services are available from the AAA. There is no additional filing fee to initiate either service.

b. The parties will separately discuss the mediation of this dispute.

19. Communication:

This acknowledges and affirms the adoption of the AAA WebFile® Electronic Case Filing Guidelines. All parties shall use AAA WebFile® for submitting documents to the AAA and the Arbitrator in accordance with those ECF Guidelines.

The parties still may email requests for action to the Arbitrator, provided that the AAA and all involved parties are copied on the email.

There shall be no direct oral or written communication between the parties and the Arbitrator except as contemplated by this Order. Any communication to the Arbitrator shall be copied to the AAA.

20. Disclosures of the Arbitrator: Each counsel and Party has a continuing obligation to protect the integrity of the arbitration proceeding by promptly providing the Arbitrator the information necessary to allow her to comply with her ongoing duties of disclosure pursuant to the Code of Ethics for Arbitrators in Commercial Disputes and the American Arbitration Association. Counsel, for themselves and for each of their clients, acknowledge the continuing obligation to supplement the identification of potential fact and expert witnesses, consulting experts, counsel participation and representation in any capacity, and any other individual or entity interested in the outcome of the arbitration. Any issues concerning disqualification of the Arbitrator shall be raised promptly with the AAA.

21. File Destruction: The Arbitrator will destroy her files related to this matter 30 days after the filing of the Award unless otherwise notified by the parties.

22. Deadline Enforcement: All deadlines stated herein will be strictly enforced and adhered to in order to avoid unnecessary delay and to ensure an expedient and fair resolution of this matter. This order shall continue in effect unless and until amended by subsequent order of the Arbitrator.

Dated: 12/3/2025

Arbitrator Signature: Myla C. Leog

Table of Deadlines:

#	Action	Deadline
1	Parties' initial disclosures consistent with Fed. R. Civ. P. 26(a)(1)	Oct. 31, 2025
2	Fact discovery opens	Nov. 3, 2025
3	Joint protective order and ESI order submitted	Dec. 12, 2025
4	Deadline to amend pleadings	June 5, 2026
5	Deadline for requests for issuance of third-party subpoenas	Oct. 30, 2026
6	Deadline for motions regarding any unresolved discovery disputes	Oct. 30, 2026
7	Fact discovery closes	Jan. 22, 2027
8	For Panel disclosure purposes, identification of any related parties, or witnesses	Jan. 29, 2027
9	Expert designations and reports for issues on which a party bears the burden of proof	Feb. 19, 2027
10	Rebuttal expert designations and reports for issues on which a party does not bear the burden of proof	March 19, 2027
11	Expert discovery closes	April 16, 2027
12	Deadline to seek Arbitrator's permission to file dispositive motions	May 7, 2027
13	Requests for witness subpoenas for hearing due to Arbitrator	July 30, 2027
14	Pre-hearing briefs (no responses)	Aug. 6, 2027
15	Parties exchange lists of witnesses reasonably intended to be called	Aug. 13, 2027
16	Parties' exchange proposed exhibit lists	Aug. 18, 2027
17	Parties complete combined single set of exhibits books	Aug. 25, 2027
18	Filing of pre-hearing statements, any stipulations, and combined, single set of exhibit books for prehearing Arbitrator review	Sept. 1, 2027
19	Dates for pre-hearing status conference(s) (telephonic)	Sept. 8, 2027
20	Hearing dates	Sept. 13-24, 2027 or Sept. 13 – Oct. 1, 2027
21	Filing of post-hearing briefs (if any)	30 days after final hearing