

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF GEORGIA, ATLANTA DIVISION

BLUE CROSS BLUE SHIELD
HEALTHCARE PLAN OF GEORGIA,
INC.,

Plaintiff,

v.

HALOMD, LLC, et al.,

Defendants.

Case No. 1:25-cv-02919-TWT

**PLAINTIFF'S RESPONSE TO
DEFENDANTS' THIRD NOTICE OF SUPPLEMENTAL AUTHORITY¹**

¹ Capitalized terms have the same meaning provided in BCBSGA's Memorandum of Law in Opposition to Defendants' Motions to Dismiss ("Opp." at ECF No. 50).

UnitedHealthcare of Pennsylvania, Inc. v. Northstar Anesthesia of Pennsylvania, LLC., No. 2:25-cv-07187-MAK (E.D. Penn. Apr. 28, 2026), at ECF No. 44 (“*Northstar*”) does not support Defendants’ motions to dismiss. In *Northstar*, the plaintiff (“UHC”) asserted a single state law fraud claim and request for declaratory judgment arising from a single IDR payment determination. *See id.* at 2-5. The IDRE issued a payment determination in favor of the provider, “ignoring [UHC’s] documents confirming the patient is enrolled in Medicaid making the claim ineligible for the dispute resolution process under the [NSA].” *Id.* at 5. *Northstar* opined that because the case did not raise a federal question, the court “lacks subject matter jurisdiction.” *Id.* at 8. The court “dismiss[ed] without prejudice to allow [UHC] to pursue its common law fraud claim against NorthStar in state court.” *Id.*

Here, BCBSGA alleges that per the NSA Scheme, Defendants initiate thousands of ineligible disputes with knowingly false attestations in violation of RICO and ERISA, two federal laws. AC at ¶¶ 1-10, 161-194, 255-62; *see also id.* at ¶¶ 250-54. *Northstar* involved a single IDR dispute and only state law claims; it says nothing about whether this action may proceed in federal (as opposed to state) court.

Northstar also did not—and had no reason to—address BCBSGA’s arguments that (1) the Judicial Review Provision does not limit judicial review of a racketeering scheme involving thousands of ineligible disputes that violates RICO, (2) the Judicial Review Provision applies solely to the IDRE’s payment determination and

cannot extend to IDRE eligibility “decisions,” and (3) even if the Judicial Review Provision applies (it does not), BCBSGA has pled “a case described in any of paragraphs (1) through (4) of section 10(a) of title 9,” and the NSA does not limit BCBSGA to the FAA’s procedures and remedies. Opp. at 21-29 (citation omitted). Even so, *Northstar* shows that BCBSGA’s allegations do meet the Judicial Review Provision’s prerequisites; it found that when the IDRE issued a payment determination on an ineligible dispute, despite the health plan’s objection, the IDRE “ignor[ed]” the plan’s evidence, the payment determination was “issued outside the [IDRE’s] jurisdiction,” and it is “not binding on the parties.” *Northstar* at 5, 12.²

This Court should not accept *Northstar*’s *dicta* regarding the California Decision, addressed in ECF No. 79. The California Decision disregards Supreme Court precedent regarding the standard of review (and in fact, applies the opposite standard), violates basic canons of statutory construction, and ignores federal regulations that provide context into the scope of the Judicial Review Provision. *See* ECF No. 79. These critical errors are not apparent unless the court understands the parties’ underlying arguments, as this Court does (*Northstar* does not).

² BCBSGA pleads the IDREs exceeded their authority by issuing payment determinations on ineligible disputes. AC at ¶ 253. If the Court finds the Judicial Review Provision applies, BCBSGA should be given leave to also allege the IDRE “refus[ed] to hear evidence pertinent and material to the controversy.” 9 U.S.C. § 10(a)(3); *see Salazar v. U.S. Atty. Gen.*, 476 F. App’x 383, 385 (11th Cir. 2012) (“A complaint should be dismissed only where ‘the plaintiff can prove no set of facts in support of his claim which would entitle him to relief.’”) (citation omitted).

Dated: May 4, 2026

Respectfully Submitted,

/s/ Jason T. Mayer

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CERTIFICATE OF COMPLIANCE

I hereby certify that the foregoing has been prepared in Times New Roman, 14-point font, double-spaced, with one-inch top, bottom, left, and right margins in conformance with LR 5.1(c), NDGa.

/s/ Jason T. Mayer

CERTIFICATE OF SERVICE

I hereby certify that, on May 4, 2016, I filed a copy of the foregoing document with the Court's e-filing system, which will send electronic notification of the filing to all counsel of record.

/s/ Jason T. Mayer