

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' 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).

The court in *Anthem Blue Cross Life and Health Insurance Company, et al. v. HaloMD LLC, et al.*, No. 8:25-cv-01467-KES (C.D. Cal. Apr. 9, 2026) (the “California Action”) dismissed the California Action without leave to amend based on its erroneous finding that the NSA’s Judicial Review Provision applies to both IDRE payment determinations and eligibility decisions. *See California Action*, ECF No. 135 (the “Decision”). The Decision was immediately appealed. *Id.* at ECF No. 137. This Court should decline to follow it, as it rests on at least three critical errors.

First, the Decision disregards controlling precedent regarding the standard of review. Per the Supreme Court, courts must (1) presume that Congress intended to preserve judicial review unless there is clear and convincing statutory language to the contrary, (2) resolve all ambiguities in favor of judicial review, and (3) interpret any judicial review limitation narrowly. *Opp.* at 22 (citations omitted). The Decision does the opposite. It acknowledges that the text of the Judicial Review Provision solely applies to the IDRE’s determination “under subparagraph (A),” which states that the IDRE will select one party’s offer as the payment determination. *Decision* at 11. But it nonetheless held that the provision implicitly extends to eligibility decisions because it claimed that per the NSA’s regulations, “an IDRE’s payment determination necessarily includes a determination of eligibility.” *See id.* at 16, 18.

Second, the Decision violates basic canons of statutory construction. Courts “must presume that Congress ‘says in a statute what it means and means in a statute

what it says.” *Rotkiske v. Klemm*, 589 U.S. 8, 14 (2019) (citation omitted). Nothing in the NSA suggests that IDREs would decide eligibility, much less clearly and convincingly forecloses judicial review of a fraudulent scheme involving thousands of knowingly ineligible disputes. *See* Opp. at 22-26; ECF No. 74 at 2-3. Yet the Decision erroneously reads the NSA’s regulations into the Judicial Review Provision. *See* Decision at 11 (“It makes no difference whether the directive to first determine eligibility is in the NSA’s text or the implementing regulations.”).

“If Congress wanted the jurisdictional bar to encompass decisions specified . . . by regulation,” it “could easily have said so.” *Kucana v. Holder*, 558 U.S. 223, 248 (2010). Indeed, Congress has done so in other statutes. *E.g.*, 5 U.S.C. § 805 (“No determination, finding, action, or omission under this chapter shall be subject to judicial review.”); 38 U.S.C. § 511 (“The Secretary shall decide all questions of law and fact necessary to a decision by the Secretary under a law that affects the provision of [veteran] benefits. . . the decision of the Secretary as to any such question shall be final and conclusive and may not be reviewed by any other official or by any court[.]”). But with the NSA, Congress narrowly applied the Judicial Review Provision only to the IDRE’s payment determination. Opp. at 22-26.

Third, the Decision ignores that the NSA regulations authorizing IDREs to evaluate eligibility state that the NSA’s Judicial Review Provision applies only to payment determinations, not eligibility decisions. Opp. at 23-25 (citations omitted).

Dated: April 15, 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 April 15, 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