

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' SECOND 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).

Aetna Health, Inc. et al., v. Radiology Partners, Inc. et al., No. 3:24-cv-01343-BJD-LLL (M.D. Fla. Apr. 16, 2026) (the “Florida Action”), at ECF No. 105 (the “Florida Decision”) does not support Defendants’ motions to dismiss. In the Florida Action, the parties did not dispute the application of the NSA’s Judicial Review Provision to Aetna’s claim related to the IDR process. *See id.* at 4.² The court then assumed that the Judicial Review Provision applied to all the claims at issue in the case without considering its text, scope, or application. *Id.* at 8-9. The Florida Decision did not—and had no reason to—address Anthem’s argument that the Judicial Review Provision (1) applies only when a plaintiff seeks judicial review of the IDRE’s selection of the payment determination and (2) does not limit judicial review of Defendants’ fraudulent NSA Scheme. *Opp.* at 21-26; ECF No. 74 at 2-3.

In the Florida Action, Aetna alleged that the defendants submitted “disputes under the NSA’s IDR process that were premised on Defendants’ misrepresentations that the services were provided by [one provider group], when they had been performed by other [] providers.” Florida Decision at 4. Aetna sought “to have the IDR awards vacated and to recover damages from the fees associated with having to participate in the IDR process, and further to have disputed claims not yet filed with the IDR to be limited.” *Id.* The allegations satisfied Rule 9(b), but in a “close call,”

² Aetna’s sole claim related to the IDR process was for vacatur. Its non-vacatur causes were directed at “claims that Defendants caused Aetna to pay improperly *independent* of the NSA IDR Process.” Florida Action, ECF No. 90, at 2.

the court held that they did not meet the FAA standard for vacatur. *See id.* at 6-9.

The court also dismissed Aetna’s non-vacatur claims. *See id.* at 9. The court held that (1) “[t]he FAA preempts state law claims that would otherwise frustrate its purpose,” and (2) “[b]ecause the NSA adopted those specific provisions of the FAA, Aetna’s remaining claims must also fall—they are both preempted by the NSA and FAA and otherwise inadequate grounds to challenge the IDR awards.” *Id.* While Aetna’s non-vacatur claims did not involve the IDR process at all, *see supra* at n.2, the court nevertheless assumed the Judicial Review Provision applied without any relevant briefing from the parties or analysis of the statutory language.

In this respect, the Florida Decision echoes another early NSA decision that courts have repeatedly distinguished and refused to follow. *See GPS of New Jersey M.D., P.C. v. Horizon Blue Cross & Blue Shield*, No. 22-6614, 2023 WL 5815821, at *10 (D.N.J. Sept. 8, 2023). In *GPS*, “the parties assumed that [a provision in the FAA] applied to IDR awards,” and the “court simply had no need to grapple with the broader applicability of the FAA to the NSA.” *Med-Trans Corp. v. Capital Health Plan, Inc.*, 700 F. Supp. 3d 1076, 1083-84 (M.D. Fla. 2023).

Like *GPS*, the Florida Decision “simply had no need to grapple with the broader applicability of” the Judicial Review Provision to Defendants’ fraudulent NSA Scheme, through which they initiate thousands of knowingly ineligible disputes. *See id.* But this Court does, and it should reject Defendants’ argument.

Dated: April 22, 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 22, 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