

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' FOURTH 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).

Blue Cross Blue Shield of Tex. v. HaloMD, LLC, No. 5:25-cv-00132-RWS (E.D. Tex. May 22, 2026) (“*HaloMD TX*”) follows two erroneous district court opinions (see ECF Nos. 79, 81) to opine that “inherent in the NSA’s bar of judicial review of payment determinations is a limitation on the review of eligibility decisions.” *Id.* at 7. This is wrong for at least two reasons.

First, the NSA only limits judicial review of “[a] determination of a certified IDR entity under subparagraph (A)[.]” 42 U.S.C. § 300gg-111(c)(5)(E)(i)(II). In subparagraph (A), the NSA states that IDREs make payment determinations. *Id.* § 300gg-111(c)(5)(A). And per the NSA, IDREs are only paid for making payment determinations. *Id.* § 300gg-111(c)(5)(F). Nothing in the NSA suggests that eligibility decisions are “inherent” in “[a] determination of a certified IDR entity under subparagraph (A).”

The Departments’ regulations prove this point. Per the regulations, IDREs must confirm eligibility. *Opp.* at 24-25. But the Departments could have decided to confirm eligibility themselves. If they had, eligibility decisions obviously would not be “[a] determination of a certified IDR entity under subparagraph (A).” The regulations cannot alter Congress’s intentions with the Judicial Review Provision. *Id.* at 25, n.5. And the regulations only limit judicial review of payment determinations, not eligibility decisions. *Id.* at 24-26.

Second, *HaloMD TX* compounds its error by failing to apply the standard of review dictated by the Supreme Court. Courts must presume Congress

intended to preserve judicial review absent clear and convincing statutory text to the contrary. Opp. at 22-23. The inquiry is not whether Congress “intend[ed] to *impliedly provide* an avenue for challenging eligibility decisions while expressly foreclosing judicial review of . . . payment determinations.” *HaloMD TX* at 7-8 (emphasis added). The inquiry is whether Congress clearly and convincingly intended to *bar* any judicial review of a racketeering scheme involving thousands of fraudulent eligibility attestations in violation of RICO and other laws. It did not. Opp. at 22-26; see ECF Nos. 79, 81, 83.

Finally, *HaloMD TX*'s conclusion “Plaintiff’s claims are an impermissible collateral attack on the IDR awards” (*HaloMD TX* at 8-9) is wrong for at least three reasons. First, the collateral attack doctrine prevents parties from circumventing an exclusive remedy for challenging a dispute resolution determination, such as an award subject to the FAA’s procedures. See Opp. at 30-31. The NSA contains no exclusive remedies, so the doctrine does not apply. See *id.* at 26-29. Second, the IDR payments determinations at issue in this case are not “binding” because they involve “a fraudulent claim or evidence of misrepresentation of facts presented to the IDR entity involved regarding such claim.” 42 U.S.C. § 300gg-111(c)(5)(E)(i). There is no “binding” decision subject to collateral attack. Third, per *HaloMD TX* at 13, requests for prospective injunctive relief do not implicate the collateral attack doctrine. Unlike in *HaloMD TX*, BCBSGA may seek that here via ERISA. See AC at ¶¶ 255-62.

Dated: May 26, 2026

Respectfully Submitted,

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CERTIFICATE OF COMPLIANCE

I hereby certify that the foregoing has been prepared in Century Schoolbook, 13-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 26, 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