

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION

COMMUNITY INSURANCE COMPANY d/b/a  
ANTHEM BLUE CROSS AND BLUE SHIELD,

Plaintiff,

v.

HALOMD, LLC, *et al.*,

Defendants.

1:25-cv-00388-MWM

**PLAINTIFF’S RESPONSE TO  
DEFENDANTS’ SECOND NOTICE OF SUPPLEMENTAL AUTHORITY<sup>1</sup>**

*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.<sup>2</sup> The court then assumed 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’ NSA Scheme. *Opp.* at 20-23.

In the Florida Action, Aetna alleged that the defendants “submitted tens of thousands of disputes under the NSA’s IDR process that were premised on Defendants’ misrepresentations that

---

<sup>1</sup>Capitalized terms have the same meaning provided in Anthem’s Memorandum of Law in Opposition to Defendants’ Motions to Dismiss (“*Opp.*” at ECF No. 47).

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

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 court held that Aetna pled fraud according to Rules 8 and 9(b), *see id.* at 6-7, but in “a close call,” the court found that the allegations did not meet the standard for vacatur under the FAA. *See id.* at 8-9.

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).

The same is true with the Florida Decision. 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 submit 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  
Martin J. Bishop (*pro hac vice*)  
Illinois Bar No. 6269425  
Alexandra M. Lucas (*pro hac vice*)  
Illinois Bar No. 6313385  
Jason T. Mayer (*pro hac vice*)  
Illinois Bar No. 6309633  
Crowell & Moring LLP  
455 N. Cityfront Plaza Drive  
Suite 3600  
Chicago, IL 60611  
Tel: (312) 321-4200  
mbishop@crowell.com  
alucas@crowell.com  
jmayer@crowell.com

Zachary B. Kizitaff (*pro hac vice*)  
Pennsylvania Bar No. 327568  
Crowell & Moring LLP  
1001 Pennsylvania Ave. NW  
Washington, DC 20004  
Tel: (202) 624-2500  
zkizitaff@crowell.com

Ali Razzaghi (0080927)  
Ariel M. Fox (0100904)  
Richard J. Sarcone (0100775)  
Frost Brown Todd LLP  
3300 Great American Tower  
301 East Fourth Street  
Cincinnati, Ohio 45202  
Tel: (513) 651-6800  
arazzaghi@fbtlaw.com  
afox@fbtlaw.com  
rsarcone@fbtlaw.com

*Attorneys for Plaintiff Community Insurance  
Company d/b/a Anthem Blue Cross and Blue  
Shield*