

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 MOTION FOR LEAVE TO FILE RESPONSE TO
DEFENDANTS’ NOTICE OF SUPPLEMENTAL AUTHORITY**¹

On May 1, 2026, Defendants filed a Motion for Leave to File a Third Notice of Supplemental Authority (“Motion,” at ECF No. 56), which included Defendants’ Third Notice of Supplemental Authority (“Notice” at ECF No. 56-1) and the Memorandum from the case of *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*”). If the Court grants Defendants’ Motion, Anthem respectfully requests that the Court grant Anthem leave to file a response to the Notice. A copy of Anthem’s proposed response is attached as **Exhibit A**.

This district frequently permits parties to file responses to notices of supplemental authority. *See e.g., Miller v. A2 Healthcare, L.L.C.*, No. 1:05-cv-607, 2007 U.S. Dist. LEXIS 106559, at *3 (S.D. Ohio Jan. 12, 2007) (explaining “district courts in the Sixth Circuit frequently permit” parties to file responses to notices of supplemental authority); *Kennedy v. Lady Jane’s Haircuts for Men Holding Co., LLC*, No. 1:23cv493, 2024 U.S. Dist. LEXIS 173554, at *2 (S.D.

¹ 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).

Ohio Sep. 25, 2024) (considering response to notice of supplemental authority); *McPheeters v. United Servs. Auto. Ass'n*, 549 F. Supp. 3d 737, 740 (S.D. Ohio 2021) (same); *Kondash v. Kia Motors Am., Inc.*, No. 1:15-cv-506, 2019 U.S. Dist. LEXIS 226510, at *6 (S.D. Ohio Dec. 16, 2019) (same). Relatedly, this district “has routinely found good cause to exist to permit a party to file a sur-reply to address an issue raised for the first time in a reply brief.” *Geiger v. Pfizer, Inc.*, 271 F.R.D. 577, 580 (S.D. Ohio 2010) (citation omitted).

As explained in Anthem’s response to the Notice, *Northstar* does not support Defendants’ motions to dismiss. *Northstar*, which involved a single IDR dispute and only state law claims, entered a “dismiss[al] without prejudice to allow [the plaintiff] to pursue its common law fraud claims against Northstar in state court.” *Northstar* at 8. *Northstar* says nothing about whether this action may proceed in federal (as opposed to state) court. See **Ex. A**. *Northstar* also did not—and had no reason to—address Anthem’s arguments regarding why the Judicial Review Provision does not apply in this case and also does not limit Anthem to the FAA’s procedures and remedies. See **Ex. A** (citing Opp. at 21-26 (citation omitted)). And the Court should not accept *Northstar*’s *dicta* regarding the California Decision addressed in ECF No. 53-1 because the critical errors from the California Decision are not apparent unless the court understands the parties’ arguments, as this Court does (*Northstar* does not). See **Ex. A**.

If the Court grants Defendants’ Motion, Anthem requests that the Court grant leave to file the attached short response to the Third Notice explaining why the Court should not accept *Northstar*’s *dicta* regarding the California Decision addressed in ECF No. 53-1. *Kennedy*, 2024 U.S. Dist. LEXIS 173554, at *2; *McPheeters*, 549 F. Supp. 3d at 740; *Kondash* 2019 U.S. Dist. LEXIS 226510, at *6; *Miller*, 2007 U.S. Dist. LEXIS 106559, at *3; see *Geiger*, 271 F.R.D. at 580.

For the foregoing reasons, Anthem respectfully requests that if the Court grants Defendants' Motion, that the Court grant Anthem leave to file the attached Response to Defendants' Third Notice of Supplemental Authority.

Dated: May 4, 2026

Respectfully Submitted,

/s/ Jason T. Mayer
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CERTIFICATE OF SERVICE

I hereby certify that on May 4, 2026, I filed a copy of the foregoing document with the Court's e-filing system, which will serve electronic notification of the filing onto all counsel of record.

/s/ Jason T. Mayer

EXHIBIT A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

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

Plaintiff,

1:25-cv-00388-MWM

v.

HALOMD, LLC, *et al.*,

Defendants.

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

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 corresponding 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 lacked subject matter jurisdiction. *Id.* at 8. The court entered “dismiss[al] without prejudice to allow [UHC] to pursue its common law fraud claim against NorthStar in state court.” *Id.*

Here, Anthem 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 ¶¶ 1-12, 206-30, 291-98. Anthem also pleads a claim for vacatur in the alternative. *Id.* at ¶¶ 286-

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

90. *Northstar*, which involved a single IDR dispute and only state law claims, 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 Anthem’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 eligibility “decisions,” and (3) even if the Judicial Review Provision applies (it does not), Anthem 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 Anthem to the FAA’s procedures and remedies. Opp. at 21-26 (citation omitted). Even so, *Northstar* shows that Anthem’s allegations do meet the Judicial Review Provision’s prerequisites; it found that when an 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. 53-1. The California Decision disregards controlling 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. 53-1. These critical errors are not apparent unless the court understands the parties’ underlying arguments, as this Court does (*Northstar* does not).

² Anthem pleads the IDREs exceeded their authority by issuing payment determinations on ineligible disputes. AC at ¶ 289. If the Court finds the Judicial Review Provision applies, Anthem should be given leave to also allege the IDRE also “refus[ed] to hear evidence pertinent and material to the controversy.” 9 U.S.C. § 10(a)(3); see *Sophie G. by and through Kelly G. v. Wilson Cty. Schools*, 742 F. App’x 73, 75 (6th Cir. 2018) (court should dismiss complaint pursuant to Rule 12(b)(6) only if “the court determines that the plaintiff can prove no set of facts in support of his claim that would entitle him to relief”) (citation and internal quotes omitted).

Dated: May 4, 2026

Respectfully Submitted,

/s/ Jason T. Mayer

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