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16 and SCOTT LAROQUE

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA - SOUTHERN DIVISION

ANTHEM BLUE CROSS LIFE AND
HEALTH INSURANCE COMPANY, a
California corporation; BLUE CROSS OF
CALIFORNIA DBA ANTHEM BLUE
CROSS, a California corporation,

Plaintiffs,

vs.

HALOMD, LLC; ALLA LAROQUE;
SCOTT LAROQUE; MPOWERHEALTH
PRACTICE MANAGEMENT, LLC;
BRUIN NEUROPHYSIOLOGY, P.C.;
iNEUROLOGY, PC; N EXPRESS, PC;
NORTH AMERICAN NEUROLOGICAL
ASSOCIATES, PC; SOUND
PHYSICIANS EMERGENCY
MEDICINE OF SOUTHERN
CALIFORNIA, P.C.; and SOUND
PHYSICIANS ANESTHESIOLOGY OF
CALIFORNIA, P.C.,

Defendants.

Case No. 25-cv-1467-KES

Before the Honorable Karen E. Scott,
United States Magistrate Judge

**DEFENDANTS ALLA LAROQUE
AND SCOTT LAROQUE'S
NOTICE OF MOTION TO
DISMISS**

Hearing Date: March 10, 2026
Time: 10:00 A.M.
Courtroom: 6D

1 PLEASE TAKE NOTICE THAT at 10:00 a.m., on March 10, 2026, or as soon
 2 thereafter as the matter may be heard, in Courtroom 6D of the Honorable Karen E.
 3 Scott, located at 411 West 4th Street, Room 1053, Santa Ana, CA 92701-4516,
 4 Defendants Alla LaRoque (“Mrs. LaRoque”) and Scott LaRoque (“Mr. LaRoque”)
 5 (collectively, “the LaRoques”) will and hereby do move this Court to dismiss
 6 Plaintiffs Anthem Blue Cross Life and Health Insurance Company’s and Blue Cross
 7 of California d/b/a Anthem Blue Cross’s (collectively, “Anthem’s”) Amended
 8 Complaint [Dkt. 50] (the “Amended Complaint”) with prejudice pursuant to Fed. R.
 9 Civ. P. 12(b)(1), (2), and (6) because:

10 (i) this Court lacks subject-matter jurisdiction over Anthem’s claims,
 11 which are barred by the No Surprises Act’s judicial review prohibition;
 12 (ii) this Court lacks personal jurisdiction over the LaRoques; and
 13 (iii) Anthem fails to state a claim upon which relief can be granted.

14 This Motion is based upon this Notice of Motion, the accompanying
 15 Memorandum of Points and Authorities, the records in this action, and such further
 16 evidence and argument that may be presented at the hearing of this Motion and that
 17 the Court may consider.

18 Dated: December 12, 2025

NIXON PEABODY LLP

20 By: /s/Jonah D. Retzinger
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16 and SCOTT LAROQUE

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Case No. 25-cv-1467-KES

Before the Honorable Karen E. Scott,
United States Magistrate Judge

**DEFENDANTS ALLA LAROQUE
AND SCOTT LAROQUE'S
MEMORANDUM OF POINTS
AND AUTHORITIES IN SUPPORT
OF MOTION TO DISMISS**

Hearing Date: March 10, 2026
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MEMORANDUM OF POINTS AND AUTHORITIES

Pursuant to Fed. R. Civ. P. 12(b)(1), (2) and (6), Defendants Alla LaRoque (“Mrs. LaRoque”) and Scott LaRoque (“Mr. LaRoque”) (collectively, “the LaRoques”) independently move to dismiss the claims asserted by Anthem Blue Cross Life and Health Insurance Company and Blue Cross of California d/b/a Anthem Blue Cross (collectively, “Anthem”) in Anthem’s Amended Complaint.¹

I. Anthem Fails to Plead Any Particularized, Relevant Allegations against the LaRoques.

Anthem’s Amended Complaint contains 371 numbered paragraphs. Every count Anthem asserts sounds in fraud, but Anthem does not offer a single, specific, substantive allegation—*not one*—that either of the LaRoques took any fraudulent action or even knew about any fraudulent conduct. Instead, Anthem alleges only that:

- Mrs. LaRoque is the founder and President of HaloMD and was MPOWERHealth Practice Management, LLC’s (“MPOWERHealth’s”) “COO from January 2014 to at least January 2024” (Anthem’s Amended Complaint, Dkt. 50 (“AC”), ¶¶ 6, 16, 148, 150, 159);
- Mr. LaRoque is the founder and CEO of MPOWERHealth and HaloMD once referred to Mr. LaRoque as its CEO (*id.*, ¶¶ 7, 18, 135, 142, 162);
- the LaRoques are members of non-party entities that are members of HaloMD and MPOWERHealth (*id.*, ¶¶ 15, 17);
- the LaRoques are married and residents of Texas (*id.*, ¶¶ 7, 16, 18, 134, 148, 164);
- “Upon information and belief” Mr. LaRoque “exercises both managerial and operational control” over MPOWERHealth, its alleged subsidiaries and affiliates (“including, but not limited to [Bruin Neurophysiology, P.C.;

¹ In addition to the arguments set forth in this memorandum, the LaRoques join in the arguments asserted by HaloMD in its Motion to Dismiss Anthem’s Amended Complaint and all other arguments, as applicable to the LaRoques, asserted by co-Defendants in their respective motions to dismiss.

1 iNeurology, PC; N Express, PC; and North American Neurological Associates,
2 PC]” (*id.*, ¶¶ 135, 142);

- 3 • Mrs. LaRoque is a self-described No Surprises Act (“NSA”) expert and
4 HaloMD’s “public face” who “directs HaloMD’s operations,” “on information
5 and belief . . . had personal knowledge about the core aspects of HaloMD’s
6 business operations,” and “runs HaloMD as a hands-on manager, overseeing
7 the company’s operations, business practices, and finances” (*id.*, ¶¶ 149-150);
8
- 9 • the LaRoques are a “magnificent couple,” according to a social media post,
10 and appear in public together on behalf of their companies (*id.*, ¶ 158); and,
11
- 12 • “[t]hrough the coordination of” the LaRoques, HaloMD, MPOWERHealth,
13 and other defendants “acted with the common purpose of exploiting the IDR
14 process to fraudulently obtain reimbursements from Anthem by maximizing
15 the number of disputes submitted and inflating payment demands well beyond
16 their billed charges or market rates” (*id.*, ¶ 164).

17 Independent of Anthem’s failure to plead plausible claims generally, these
18 threadbare and irrelevant allegations against the LaRoques are insufficient to
19 establish: (i) this Court’s personal jurisdiction over the LaRoques; or (ii) any cause
20 of action against the LaRoques.

21 **II. The Court Lacks Personal Jurisdiction over the LaRoques.**

22 Anthem offers no basis for this Court to exercise personal jurisdiction over the
23 LaRoques. To establish personal jurisdiction, Anthem must show that the exercise of
24 jurisdiction would be consistent with federal due process requirements. Personal
25 jurisdiction may be general or specific and exists over a nonresident party if it has
26 minimum contacts with the forum state, such that the exercise of jurisdiction does
27 not offend traditional notions of fair play and substantial justice. *Walden v. Fiore*,
28 571 U.S. 277, 283-90 (2014); *Int’l Shoe Co. v. Washington*, 326 U.S. 310, 316 (1945).

29 The primary focus in the analysis, and Anthem’s fundamental failure here, is
30 the LaRoques lack of a relevant relationship with California.

31 **A. Anthem Cannot Establish General Jurisdiction over the LaRoques.**

32 “For an individual, the paradigm forum for the exercise of general jurisdiction
33 is the individual’s domicile.” *Goodyear Dunlop Tires Operations, S.A. v. Brown*, 564

1 U.S. 915, 924 (2011). An individual is domiciled in her permanent home, where she
2 resides with the intention to remain. *Theodorakis v. DFINITY Stiftung*, No. 23-CV-
3 02280-AMO, 2025 WL 822978, at *2 (N.D. Cal. Mar. 14, 2025).

4 Here, Anthem identifies the LaRoques as Texas residents and identifies their
5 roles with HaloMD and MPOWERHealth, both of which are Texas-based
6 companies. AC, ¶¶ 16, 18. Anthem does not allege that either of the LaRoques resides
7 or is domiciled in California. Nor does Anthem allege either of the LaRoques has any
8 continuous and systematic contacts with California.

9 Accordingly, this Court lacks general jurisdiction over the LaRoques as neither
10 of the LaRoques is domiciled in California. *Theodorakis*, 2025 WL 822978, at *2
11 (allegations did not support exercise of general jurisdiction over individual
12 defendant).

13 **B. Anthem Cannot Establish Specific Jurisdiction over the LaRoques.**

14 Separate and apart from general jurisdiction, a person may be subject to
15 specific jurisdiction in actions arising from the specific, forum-related activities of
16 that person. The Ninth Circuit has established a three-part test for determining
17 specific jurisdiction: (1) the defendant must purposefully avail itself of the privilege
18 of conducting activities in the forum and invoking the benefits and protections of its
19 laws; (2) the plaintiff's claim must arise out of or result from the defendant's forum-
20 related activities; and (3) the exercise of jurisdiction must be reasonable. *Rano v. Sipa*
21 *Press, Inc.*, 987 F.2d 580, 588 (9th Cir. 1993).

22 The first part of the specific jurisdiction test may be satisfied by either
23 purposeful availment or purposeful direction. *Brayton Purcell LLP v. Recordon &*
24 *Recordon*, 606 F.3d 1124, 1128 (9th Cir. 2010). Courts generally apply the
25 purposeful availment analysis in connection with contract claims and the purposeful
26 direction analysis in tort actions. *Schwarzenegger v. Fred Martin Motor Co.*, 374
27 F.3d 797, 802 (9th Cir. 2004). "Evidence of availment is typically action taking place
28 in the forum that invokes the benefits and protections of the laws in the forum.

1 Evidence of direction generally consists of action taking place outside the forum that
2 is directed at the forum.” *Pebble Beach Co. v. Caddy*, 453 F.3d 1151, 1155 (9th Cir.
3 2006) (citation omitted). Purposeful direction is evaluated under the three-part
4 “effects” test: a defendant allegedly must have (1) committed an intentional act, (2)
5 expressly aimed at the forum state, (3) causing harm that the defendant knows is
6 likely to be suffered in the forum state. *Calder v. Jones*, 465 U.S. 783 (1984); *Brayton*
7 *Purcell LLP*, 606 F.3d at 1128.

8 Here, Anthem fails to establish specific jurisdiction over the LaRoques in any
9 respect. Anthem’s RICO-based theory of liability sounds in tort. *Barantsevich v. VTB*
10 *Bank*, 954 F. Supp. 2d 972, 991 (C.D. Cal. 2013) (finding that, for claims sounding
11 in tort, including fraud and RICO violations, courts apply a “purposeful direction”
12 “effects test” and may exercise specific jurisdiction over defendants who have
13 committed an intentional act aimed at the forum state and caused harm). The
14 Amended Complaint attributes alleged false attestations of belief of IDR process
15 eligibility to HaloMD, not to either of the LaRoques personally. AC, ¶¶ 91-93, 96-
16 104. The Amended Complaint utterly fails to identify even a single intentional act by
17 the LaRoques in their personal capacities, let alone one that was expressly directed
18 at California. Mere allegations that the LaRoques hold corporate titles and are
19 founders and officers of HaloMD and MPOWERHealth do not come close to
20 satisfying the purposeful direction “effects test.” *Colt Studio, Inc. v. Badpuppy*
21 *Enter.*, 75 F. Supp. 2d 1104, 1111 (C.D. Cal. 1999) (“The mere fact that a corporation
22 is subject to local jurisdiction does not necessarily mean its nonresident officers,
23 directors, agents, and employees are suable locally as well.”).

24 Further, Anthem’s claims do not “arise out of or result from” forum-related
25 activities to establish specific jurisdiction over the LaRoques. The pleaded conduct
26 giving rise to Anthem’s claims is the initiation of IDR proceedings via a web portal
27 administered by federal agencies. AC, ¶¶ 54-59, 90-91, 96-104. Anthem does not
28 tether any California-directed, personal conduct by the LaRoques to any of the claims

1 that it asserts. Instead, Anthem's claims allegedly arise and result from acts by
2 HaloMD and the other Defendant entities. But “a parent-subsidiary relationship is
3 insufficient, on its own, to justify imputing one entity's contacts with a forum state
4 to another for the purpose of establishing personal jurisdiction.” *Fleites v. MindGeek*
5 *S.A.R.L.*, No. 2:21-cv-04920-WLH-ADS, 2025 WL 2902301, at *25 (C.D. Cal. Sep.
6 26, 2025) (quoting *Ranza v. Nike, Inc.*, 793 F.3d 1059, 1070 (9th Cir. 2015)). This is
7 especially so for suits against individual owners or members of such entities. *Colt*
8 *Studio, Inc.*, 75 F. Supp. 2d at 1111 (“For jurisdictional purposes, the acts of corporate
9 officers and directors in their official capacities are the acts of the corporation
10 exclusively and are thus not material for purposes of establishing minimum contacts
11 as to the individuals.”); *see LeDuc v. Kentucky Cent. Life Ins. Co.*, 814 F. Supp. 820,
12 824 (N.D. Cal. 1992) (“Each defendant's contacts with the forum state must be
13 examined individually....”). Anthem's claims are thus woefully insufficient to
14 establish specific jurisdiction over the LaRoques.

15 Finally, exercising jurisdiction would be unreasonable. The LaRoques are
16 Texas residents with no alleged personal presence or property in, and no personal
17 conduct directed at, California. Anthem's attempt to burden them personally with
18 costly and onerous discovery and litigation in California is grossly misaligned with
19 the Amended Complaint's total lack of substantive allegations against them.
20 Anthem's claims independently fail for the many reasons set forth in HaloMD's
21 motion to dismiss,² but Anthem's attempt to assert jurisdiction over the LaRoques
22 here is entirely unreasonable.

23 **C. The Fiduciary Shield Doctrine Protects the LaRoques.**

24 Anthem's attempt to premise personal jurisdiction on the LaRoques' executive
25 positions further fails as a matter of law. The Ninth Circuit recognizes that a corporate
26 officer's forum contacts, if any, must be assessed individually and cannot be
27 bootstrapped from alleged company activities. The fiduciary shield doctrine bars

28 ² See HaloMD's Motion to Dismiss Anthem's Amended Complaint.

1 jurisdiction over an officer based solely on corporate acts, absent allegations that the
2 officers themselves have sufficient minimum contacts with the forum state. *See Davis*
3 *v. Metro Prods., Inc.*, 885 F.2d 515, 520 (9th Cir. 1989) (“Under the fiduciary shield
4 doctrine, a person’s mere association with a corporation that causes injury in the
5 forum state is not sufficient in itself to permit that forum to assert jurisdiction over
6 the person.”); *Weberman v. Noble Collection, Inc.*, No. 2:24-CV-05230 AB (AJRX),
7 2024 WL 4800875, at *2 (C.D. Cal. Sept. 19, 2024) (“The fiduciary shield doctrine
8 protects individuals from being subject to jurisdiction solely on the basis of their
9 employers’ minimum contacts within a given jurisdiction.”).

10 Here, while this Court also lacks personal jurisdiction over the companies led
11 by the LaRoques (*i.e.*, HaloMD and MPOWERHealth), Anthem does not allege that
12 either of the LaRoques personally communicated into California, personally
13 executed the allegedly false IDR attestations, or otherwise engaged in conduct
14 expressly directed at California that would establish minimum contacts in California.
15 Without such concrete factual allegations, the law shields the LaRoques from
16 personal jurisdiction here.

17 **D. RICO and ERISA Do Not Alternatively Establish Personal
18 Jurisdiction.**

19 Anthem also cannot salvage personal jurisdiction through the Racketeer
20 Influenced and Corrupt Organizations Act (“RICO”) or the Employee Retirement
21 Income Security Act of 1974 (“ERISA”).

22 Principally, the Amended Complaint’s failure to plausibly plead either a viable
23 RICO or ERISA claim (as against the LaRoques or otherwise) moots any personal
24 jurisdictional analysis under either statute.³ *See Bobulinski v. Dickson*, No. CV 24-
25 02600-MWF (JPRX), 2025 WL 863462, at *10 (C.D. Cal. Feb. 20, 2025) (“There
26 can be no jurisdiction over defendants otherwise not subject to jurisdiction pursuant

27
28 ³ *See* HaloMD’s Motion to Dismiss Anthem’s Amended Complaint, pp. 21-26, 28-
29.

1 to § 1965(b) if there is not a plausible underlying RICO claim.”). But even if Anthem
2 had plausibly pleaded a RICO claim, it may not rely on 18 U.S.C. § 1965(b) to assert
3 personal jurisdiction over the LaRoques because Anthem cannot show the “ends of
4 justice” require bringing the LaRoques individually before this Court. 18 U.S.C. §
5 1965(b) (court may authorize service of process in a RICO action “in which it is
6 shown that the ends of justice require that other parties residing in any other district
7 be brought before the court”); *see also Rupert v. Bond*, 68 F. Supp. 3d 1142, 1161-
8 62 (N.D. Cal. 2014) (“A plaintiff seeking to exercise jurisdiction pursuant to RICO’s
9 ‘ends of justice’ provision faces a high hurdle” to “affirmatively show that no other
10 district could exercise jurisdiction over all the alleged co-conspirators”); *Butcher’s
11 Union Loc. No. 498, United Food & Com. Workers v. SDC Inv., Inc.*, 788 F.2d 535,
12 539 (9th Cir. 1986) (“merely naming persons in a RICO complaint does not, in itself,
13 make them subject to section 1965(b)’s nationwide service provisions.”).

14 To demonstrate this Court has jurisdiction over defendants under § 18 U.S.C.
15 § 1965(b), Anthem’s burden is to allege there is no other district in which a court will
16 have personal jurisdiction over all of the alleged defendants. *See Butcher’s Union
17 Loc. No. 498*, 788 F.2d at 539 (“For nationwide service to be imposed under [18
18 U.S.C. § 1965(b)] . . . the plaintiff must show that there is no other district in which
19 a court will have personal jurisdiction over all of the alleged co-conspirators.”).

20 Here, Anthem has not even attempted to meet that burden. Accordingly, the
21 “ends of justice” do not require haling the LaRoques before this Court. *See
22 Bobulinski*, 2025 WL 863462, at *10 (granting dismissal on personal jurisdictional
23 grounds because the plaintiff did not attempt to show no other federal district court
24 that could exercise jurisdiction over all defendants); *Barantsevich*, 954 F. Supp. 2d
25 at 989-90 (“While it is not clear that there is another district that could exercise
26 jurisdiction over all defendants, plaintiff has the burden of showing affirmatively that
27 this is the case.”).

28

1 **III. Anthem Fails to State a Claim Against the LaRoques.**

2 Issues of personal jurisdiction aside, Fed. R. Civ. P. 8 requires a short, plain
3 statement of allegations showing Anthem is entitled to recover against the LaRoques.
4 Fed. R. Civ. P. 9(b) requires Anthem to plead its fraud allegations against the
5 LaRoques with particularity. Anthem does neither.

6 **A. Anthem Does Not Plausibly Allege That the LaRoques Personally
7 Participated in Any Conduct Supporting a Claim for Relief.**

8 To survive a Rule 12(b)(6) motion to dismiss, a complaint must contain enough
9 facts to state a claim to relief that is plausible on its face. *Bell Atl. Corp. v. Twombly*,
10 550 U.S. 544, 570 (2007). A claim is facially plausible when the plaintiff pleads facts
11 that allow the court to draw the reasonable inference that the defendant is liable for
12 the misconduct alleged. *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (citation and
13 quotation omitted). A claim must be supported by facts sufficient to “raise a right to
14 relief above the speculative level.” *Twombly*, 550 U.S. at 555, 570.

15 Rather than offering any facts showing the LaRoques personally participated
16 in any conduct that could support a plausible claim against either of them, Anthem
17 has adopted an impermissible group or shotgun pleading strategy. *See Sollberger v.*
18 *Wachovia Sec., LLC*, No. SACV 09-0766AGANX, 2010 WL 2674456, at *4 (C.D.
19 Cal. June 30, 2010) (noting shotgun pleadings are unacceptable and recognizing their
20 “many negative consequences”). While group pleading of defendants is permissible
21 in certain cases, a complaint violates pleading rules when it “deprives [d]efendants
22 of knowing exactly what they are accused of doing wrong.” *Id.* at *5. That is
23 especially true for claims sounding in fraud because Fed. R. Civ. P. 9(b) requires a
24 plaintiff to plead such claims with particularity as to each defendant.

25 Here, the Amended Complaint merely offers allegations about the LaRoques’
26 marriage, along with vague and conclusory allegations about their roles in their
27 companies. Anthem does not allege that either Mrs. LaRoque or Mr. LaRoque was
28 even aware of, let alone participated in, a single IDR proceeding, including in any of

1 the representative IDR proceedings identified by Anthem. *See* AC, ¶¶168-205; 224-
2 48 (listing the representative IDR proceedings cited by Anthem in support of its
3 factual allegations). Nor does Anthem allege that either of the LaRoques specifically
4 knew or intended that any IDR proceeding was initiated with a false attestation of a
5 belief of IDR process eligibility.

6 Whatever Anthem may allege against the other Defendants, the Amended
7 Complaint's silence regarding the LaRoques' individual actions is fatal for all claims
8 against them. Otherwise, a plaintiff could proceed with claims against any individual
9 employed by a corporate defendant simply due to the nature of their employment
10 based on a vague information-and-belief allegation of operational control. Permitting
11 such claims is inconsistent with bedrock pleading requirements under federal rules
12 and long-established *Iqbal/Twombly* standards.

13 Anthem's RICO allegations demonstrate how glaring these pleading
14 deficiencies are for the LaRoques. To state a civil RICO claim, Anthem must allege
15 conduct of a pattern of racketeering consisting of two acts of racketeering activity
16 enumerated in 18 U.S.C. § 1961(1). Specifically, Anthem must plausibly plead, with
17 particularity, "at least two predicate acts *by each defendant.*" *See Makarem v. Get*
18 *Buzzed LLC*, No. 2:25-cv-02357-MWC-ASx, 2025 WL 3030580, at *4 (C.D. Cal.
19 Sep. 23, 2025) (quoting *In re WellPoint, Inc. Out-of-Network UCR Rates Litig.*, 903
20 F. Supp. 2d 880, 914 (C.D. Cal. 2012)); *White v. Seabrooks*, 2022 WL 17224493, at
21 *6-7 (C.D. Cal. Apr. 20, 2022) (dismissing conclusory RICO claim that set "forth no
22 factual allegations detailing the occasions, the relationship between the activity, and
23 the continuing threat"). Moreover, to state a substantive RICO claim against the
24 LaRoques, Anthem must plausibly plead that their conduct was a but-for and
25 proximate cause of injury to Anthem. *Casablanca Design Ctr, Inc. v. Closets by*
26 *Design, Inc.*, No. 2:23-cv-02155-ODW, 2024 WL 4729461, at *3 (C.D. Cal. Nov. 8,
27 2024) (proximate cause requires "some direct relation between the injury asserted
28 and the injurious conduct alleged").

1 The Amended Complaint, however, fails to allege that either Mrs. LaRoque or
2 Mr. LaRoque committed even a single predicate act—or any act at all. Anthem’s
3 omission is fatal. *See, e.g., Boat People S.O.S., Inc. v. VOICE*, No. 8:24-CV-00135-
4 DOC-DFMX, 2024 WL 3914508, at *8 (C.D. Cal. July 31, 2024) (dismissing as
5 insufficient RICO claims that lumped defendants together and failed to state their
6 role in alleged predicate acts); *Borrego Cnty. Health Found. v. Hebets*, No. 3:22-
7 CV-01056-RBM-SBC, 2025 WL 934528, at *16 (S.D. Cal. Mar. 27, 2025) (finding
8 shotgun RICO pleading “woefully non-complaint” with Fed. R. Civ. P. 8 and 9 and
9 noting that “unless cases are pled clearly and precisely, issues are not joined,
10 discovery is not controlled, the trial court’s docket becomes unmanageable, the
11 litigants suffer, and society loses confidence in the court’s ability to administer
12 justice.”) (internal quotation and citation omitted)).

13 Anthem’s RICO conspiracy count fares no better. To state a RICO conspiracy
14 claim, Anthem must establish all of the elements of a substantive RICO violation and
15 the existence of an illicit agreement to violate the substantive RICO provision. *See*
16 *Howard v. Am. Online Inc.*, 208 F.3d 741, 751 (9th Cir. 2000) (determining that the
17 “failure to adequately plead a substantive violation of RICO precludes a claim for
18 conspiracy”). Of course, it is insufficient if someone else formed such an agreement
19 to commit a crime: to hold the LaRoques liable, Anthem must allege that each of
20 them individually agreed to commit an offense or knowingly joined such an
21 agreement intending to further its criminal goal. *Id.* The Amended Complaint offers
22 no facts showing either of the LaRoques were aware of any alleged fraud, intended
23 to take part in it, or joined any agreement to perpetrate it.

24 The fundamental absence of non-conclusory allegations that the LaRoques
25 engaged in any specific act is also fatal to Anthem’s state law claims. The Amended
26 Complaint is devoid of any facts showing the LaRoques ever made a false
27 representation (either knowing of its falsity or lacking any reasonable ground for
28 believing the statement to be true) intending to defraud another into justifiable

1 reliance resulting in damage, as required to support Anthem's fraudulent and
2 negligent misrepresentations claims. Nor does Anthem plausibly allege that the
3 LaRoques ever engaged in an unlawful, unfair, or fraudulent act to support a claim
4 under the California Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code §§
5 17200, *et seq.*

6 By offering no facts showing entitlement to relief from the LaRoques on any
7 count, Anthem falls far short of its pleading obligations under Fed. R. Civ. P. 8 and
8 9(b).⁴ Anthem's naming of the LaRoques anyway thus plainly violates federal
9 pleading rules. The Court should not condone such tactics.

10 **B. Anthem Cannot Summarily and Implicitly Allege Corporate Veil
11 Piercing.**

12 By stringing together allegations regarding the LaRoques' marriage, public
13 appearances, and positions at HaloMD and MPOWERHealth, Anthem seemingly
14 wishes to ignore corporate forms altogether. But Anthem cannot sufficiently state a
15 claim against the LaRoques through vague and unsupported assertions of operational
16 control, regardless of the insufficiency of the allegations asserted against the other
17 named corporate defendants.

18 Piercing the corporate veil is the rare exception and recognized as an "extreme
19 remedy" reserved for cases where a plaintiff alleges that a defendant shareholder
20 exercised control over the corporation in such a manner as to commit fraud, an illegal
21 act, or a similarly unlawful act. *See Fleites*, 2025 WL 2902301, at *25. The Amended
22 Complaint does not come close to meeting this standard.

23 Anthem does not allege—through concrete facts or otherwise—that HaloMD
24 and MPOWERHealth are alter-egos of Mrs. and Mr. LaRoque, or that Mrs. LaRoque
25 and Mr. LaRoque personally used HaloMD or MPOWERHealth to commit fraud. To

26 ⁴ Anthem also purports to assert its vacatur, ERISA, and declaratory and injunctive
27 relief claims (Counts XI-XIII) against all Defendants, including the LaRoques, but
28 plausibly pleads no allegations supporting such claims against the LaRoques
individually.

1 the contrary, to the extent the Amended Complaint alleges anything at all, it asserts
2 implausible allegations against corporate entities. To make a *prima facie* showing of
3 an alter ego, Anthem must plausibly allege *both* “(1) that there is such unity of interest
4 and ownership that the separate personalities of [the entities] no longer exist and (2)
5 that failure to disregard [their separate identities] would result in fraud or injustice.”
6 *ML Prods. Inc. v. Ninestar Tech. Co.*, No. 5:21-CV-01930-MEMF-DTB, 2025 WL
7 2670869, at *5 (C.D. Cal. June 3, 2025) (quoting *Ranza*, 793 F.3d at 1073).

8 Anthem’s burden is steep. First, unity of interest requires such pervasive
9 control over a subsidiary that a parent dictates daily operations: “Total ownership and
10 shared management personnel are alone insufficient.” *Fleites*, 2025 WL 2902301, at
11 *26. Second, “[t]he underlying cause of action cannot supply the necessary fraud or
12 injustice prong. To hold otherwise would render the fraud or injustice element
13 meaningless[.]” *Id.* at *27 (citations and quotations omitted).

14 The Amended Complaint fails on both counts. The only pseudo-substantive
15 allegations Anthem makes about the LaRoques’ operational control over business
16 entities are entirely speculative, resting “on information and belief,” and fall far short
17 of the pervasiveness required to nullify corporate forms. *Sandoval v. Ali*, 34 F. Supp.
18 3d 1031, 1040 (N.D. Cal. 2014) (finding plaintiffs’ conclusory allegations “on
19 information and belief” of defendants’ alter ego status were insufficient to state a
20 claim) (relying on *Neilson v. Union Bank of Cal.*, N.A., 290 F. Supp. 2d 1101, 1116
21 (C.D. Cal. 2003) (“[a] plaintiff must allege specifically both of the elements of alter
22 ego liability, as well as facts supporting each.”)). Moreover, while information-and-
23 belief pleading may be permissible when supported by corroborating factual
24 allegations, the mere fact that someone believes something to be true does not create
25 a plausible inference that it is. Anthem’s allegations against the LaRoques are simply
26 not corroborated by concrete pleaded facts, and the Court cannot plausibly infer that
27 the LaRoques are personally liable for any of the acts alleged in Anthem’s Amended
28 Complaint, regardless of the implausibility of Anthem’s claims.

1 **IV. Conclusion**

2 For the foregoing reasons, Anthem's Amended Complaint: (i) fails to establish
3 that this Court has subject-matter jurisdiction over Anthem's claims and personal
4 jurisdiction over the LaRoques; and (ii) fails to state a claim against the LaRoques.
5 Accordingly, this Court should dismiss all claims against the LaRoques with
6 prejudice. Further, for those reasons argued in HaloMD and the LaRoques' anti-
7 SLAPP motion—and especially because Anthem baselessly elected to name the
8 LaRoques individually—this Court should award attorneys' fees and costs to the
9 LaRoques pursuant to California's anti-SLAPP law.

10 Dated: December 12, 2025

11 NIXON PEABODY LLP

12

13 By: /s/Jonah D. Retzinger

14 Jonah D. Retzinger
15 Christopher D. Grigg
16 Brock J. Seraphin
17 April C. Yang

18 Attorneys for Defendants
19 HALOMD, LLC, ALLA
20 LAROQUE, AND SCOTT
21 LAROQUE

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CERTIFICATE OF COMPLIANCE

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10
11 Pursuant to Section 28 of the Procedures of the Honorable Karen E. Scott, the
12 undersigned, counsel of record for Defendants HALOMD, LLC, ALLA LAROQUE
13 and SCOTT LAROQUE, certifies that, excluding the caption, the table of contents,
14 the table of authorities, the signature block, and any indices and exhibits, this brief
15 contains 4,013 words, which:
16
17 [X] complies with the word limit of L.R. 11-6.1.
18
19 _____ complies with the word limit set by court order dated [date].
20
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28

Dated: December 12, 2025

NIXON PEABODY LLP

10
11 By: /s/Jonah D. Retzinger
12 Jonah D. Retzinger

13
14
15 Attorneys for Defendants
16 HALOMD, LLC, ALLA
17 LAROQUE, AND SCOTT
18 LAROQUE
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L.R. 7-3 MEET AND CONFER DECLARATION

I, Jonah D. Retzinger, counsel of record for Defendants HaloMD, LLC, Alla LaRoque, and Scott LaRoque, declare that on December 3, 2025, I participated in a meet-and-confer videoconference with Anthem's counsel of record (as well as counsel of record for all other Defendants) regarding HaloMD and the LaRoques' intent to file motions to dismiss Anthem's Amended Complaint and a request for judicial notice, along with a special motion to strike Anthem's Amended Complaint pursuant to Cal. Code Civ. Proc. § 425.

During this videoconference, I referenced the arguments in the motions to dismiss filed by HaloMD and the LaRoques in the other actions brought by Anthem's affiliates pending in Ohio and Georgia against HaloMD and the LaRoques based on similar allegations (in which Anthem's counsel of record also represents Anthem's affiliates). During our conference, Anthem's counsel did not agree that Anthem's claims should be dismissed against HaloMD or the LaRoques in this action for any reason. Accordingly, the parties were unable to reach a resolution that eliminates the necessity of this motion.

I, Jonah D. Retzinger, declare under penalty of perjury that the foregoing statements are true and correct.

Executed on December 12, 2025.

/s/Jonah D. Retzinger
Jonah D. Retzinger

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10
11 UNITED STATES DISTRICT COURT
12 CENTRAL DISTRICT OF CALIFORNIA - SOUTHERN DIVISION
13

14 ANTHEM BLUE CROSS LIFE AND
15 HEALTH INSURANCE COMPANY, a
16 California corporation; BLUE CROSS
OF CALIFORNIA DBA ANTHEM
BLUE CROSS, a California corporation,

17 Plaintiffs,

18 vs.

19 HALOMD, LLC; ALLA LAROQUE;
20 SCOTT LAROQUE;
MPOWERHEALTH PRACTICE
MANAGEMENT, LLC; BRUIN
NEUROPHYSIOLOGY, P.C.;
iNEUROLOGY, PC; N EXPRESS, PC;
22 NORTH AMERICAN
NEUROLOGICAL ASSOCIATES, PC;
SOUND PHYSICIANS EMERGENCY
23 MEDICINE OF SOUTHERN
CALIFORNIA, P.C.; and SOUND
24 PHYSICIANS ANESTHESIOLOGY
OF CALIFORNIA, P.C.,

25
26 Defendants.
27

28 Case No. 25-cv-1467-KES

Before the Honorable Karen E. Scott,
United States Magistrate Judge

**[PROPOSED] ORDER RE
DEFENDANTS ALLA LAROQUE
AND SCOTT LAROQUE'S
MOTION TO DISMISS**

Hearing Date: March 10, 2026
Time: 10:00 A.M.
Courtroom: 6D

1 This matter comes before the Court on Defendants Alla LaRoque and Scott
2 LaRoque's Motion to Dismiss Plaintiffs Anthem Blue Cross Life and Health
3 Insurance Company and Blue Cross of California d/b/a Anthem Blue Cross's
4 (collectively, "Anthem") Amended Complaint [Dkt. 50] (the "Amended
5 Complaint"). Having considered the Motion, the records in this action, and good
6 cause appearing therefore:

7 The Court GRANTS Defendants Alla LaRoque and Scott LaRoque's Motion
8 to Dismiss Plaintiffs Anthem's Amended Complaint and ORDERS all claims against
9 Alla LaRoque and Scott LaRoque dismissed with prejudice.

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11 **IT IS SO ORDERED.**

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13 Dated:

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15 U.S. Magistrate Judge Karen E. Scott

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