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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 HALOMD AND
THE LAROQUES' NOTICE OF
SPECIAL MOTION TO STRIKE
PURSUANT TO CAL. CODE CIV.
PROC. § 425.16**

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 HaloMD, LLC (“HaloMD”) and Alla LaRoque and Scott LaRoque
 5 (together, “the LaRoques”) will and hereby do move this Court to strike Plaintiffs
 6 Anthem Blue Cross Life and Health Insurance Company’s and Blue Cross of
 7 California d/b/a Anthem Blue Cross’s (collectively, “Anthem”) Amended Complaint
 8 [Dkt. 50] (the “Amended Complaint”) because its state law claims arise from
 9 protected activity under California’s special motion to strike a strategic lawsuit
 10 against public participation law (California’s “anti-SLAPP law”), Cal. Code Civ.
 11 Proc. § 425.16, and Anthem cannot demonstrate a probability of prevailing on such
 12 claims.

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

17
 18 Dated: December 12, 2025

NIXON PEABODY LLP

19
 20 By: /s/Jonah D. Retzinger
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23 Attorneys for Defendants
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Case No. 25-cv-1467-KES

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United States Magistrate Judge

**DEFENDANTS HALOMD AND
THE LAROQUES'
MEMORANDUM OF POINTS
AND AUTHORITIES IN SUPPORT
OF SPECIAL MOTION TO
STRIKE PURSUANT TO CAL.
CODE CIV. § 425.16**

Hearing Date: March 10, 2026
Time: 10:00 A.M.
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1 MEMORANDUM OF POINTS AND AUTHORITIES

2 I. Introduction.

3 In this action, Anthem Blue Cross Life and Health Insurance Company and
4 Blue Cross of California d/b/a Anthem Blue Cross (collectively, “Anthem”) seek to
5 hold Defendants HaloMD, LLC (“HaloMD”) and Alla LaRoque and Scott LaRoque
6 (together, “the LaRoques”) liable based on the initiation of Independent Dispute
7 Resolution (“IDR”) proceedings under the No Surprises Act (“NSA”). While
8 Anthem’s claims are barred generally by the NSA’s judicial review prohibition and
9 the *Noerr-Pennington* doctrine, Anthem’s state law claims are also independently
10 barred by California’s special motion to strike a strategic lawsuit against public
11 participation law (California’s “anti-SLAPP law”), Cal. Code Civ. Proc. § 425.16.
12 Once the Amended Complaint is stripped of conclusory allegations, all that remains
13 is Anthem’s benign grievance that HaloMD initiated IDR proceedings in the manner
14 expressly authorized by Congress. As such, the Amended Complaint is nothing more
15 than a prohibited appeal of binding IDR payment determinations in the form of an
16 impermissible collateral attack.

17 II. Legal Standard.

18 Ninth Circuit precedent firmly establishes that California’s anti-SLAPP law
19 applies in federal court. *See Gopher Media LLC v. Melone*, 154 F.4th 696 (9th Cir.
20 2025); *id.* at 711 (“[I]t is standard practice for parties litigating in our district courts
21 to include an anti-SLAPP motion as part of the standard suite of dispositive pre-trial
22 motions.”) (Bress, D., concurring). Its protection applies to state law claims asserted
23 pendent to federal claims. *See Nunag-Tanedo v. E. Baton Rouge Par. Sch. Bd.*, 711
24 F.3d 1136, 1141 (9th Cir. 2013).

25 California’s anti-SLAPP law permits defendants to bring a special motion to
26 strike if a cause of action against them arises “from any act ... in furtherance of the ...
27 right of petition or free speech ... in connection with a public issue,” unless the
28 plaintiff establishes that there is a probability that the plaintiff will prevail on the

1 claim. Cal. Code Civ. Proc. § 425.16(b)(1). A court considering a motion to strike
2 under the anti-SLAPP law must perform a two-step analysis:

3 (1) the court decides whether the defendant has made a threshold
4 showing that the challenged cause of action is one arising from
5 protected activity; and
6 (2) if the court finds such a showing has been made, it then determines
7 whether the plaintiff has demonstrated a probability of prevailing
8 on the claim.

9 *Concerned Jewish Parents & Tchrs. of Los Angeles v. Liberated Ethnic Stud. Model
Curriculum Consortium*, No. CV 22-3243 FMO (EX), 2024 WL 5274857, at *23
10 (C.D. Cal. Nov. 30, 2024) (quoting *Mallard v. Progressive Choice Ins. Co.*, 188 Cal.
11 App. 4th 531, 537 (2010)). The defendant has the burden on the first threshold issue;
12 the plaintiff has the burden on the second issue. *See id.*

13 Where a motion to strike under California's anti-SLAPP law is based on purely
14 legal arguments (*i.e.*, legal arguments attacking pleading deficiencies), courts
15 evaluate a claim under Fed. R. Civ. P. 12(b)(6) to determine whether a plaintiff
16 satisfies the second prong of the anti-SLAPP analysis. *See Planned Parenthood*
17 *Fed'n of Am., Inc. v. Ctr. for Med. Progress*, 890 F.3d 828, 833-34 (9th Cir.), as
18 amended, 897 F.3d 1224 (9th Cir. 2018).

19 **III. California's Anti-SLAPP Law Protects HaloMD and the LaRoques from
20 Claims Based on the Initiation of IDR Proceedings.**

21 For the reasons set forth by HaloMD in its Motion to Dismiss, Anthem's
22 claims for fraudulent and negligent misrepresentation (Counts V-VIII) and violations
23 of California's Unfair Competition Law (Counts IX-X) are barred by the NSA's
24 judicial review prohibition and the *Noerr-Pennington* doctrine.¹ But such state law
25 claims independently fail under California's anti-SLAPP law.

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¹ See HaloMD's Motion to Dismiss Anthem's Amended Complaint ("HaloMD's Motion to Dismiss"), at pp. 16-20.

1 **A. Anthem's State Law Claims Arise from Protected Activity.**

2 All of Anthem's state law claims are based on communications initiating
3 judicial or other official proceedings (*i.e.*, IDR proceedings) authorized by law (*i.e.*,
4 the NSA and implementing regulations), or otherwise, communications made in
5 connection with an issue under consideration in such proceedings (*i.e.*, attestations
6 of belief of IDR process eligibility). They are thus based on protected activity
7 pursuant to Cal. Code Civ. Proc. § 425.16(e) (defining acts subject to the protection
8 of California's anti-SLAPP law).

9 California courts apply anti-SLAPP protection to conduct in official
10 proceedings established by statute to address a particular type of dispute. *Mallard*,
11 188 Cal. App. 4th at 538–39, 542 (2010) (holding California's anti-SLAPP law
12 applied to attorney's conduct subpoenaing third party health care providers in
13 connection with statutorily mandated arbitration under the California Insurance
14 Code).

15 Here, Anthem's misrepresentation and California Unfair Competition Law
16 ("UCL") claims arise from allegations that HaloMD initiated IDR proceedings
17 through the submission of incorrect attestations of belief of IDR eligibility to
18 Independent Dispute Resolution Entities ("IDREs"). Amended Complaint ("AC"),
19 Dkt. 50, ¶¶ 283-354, 368-371. Because IDR proceedings are arbitration proceedings
20 established by Congress, they qualify as "official proceedings" under California's
21 anti-SLAPP law. *See, e.g., Kibler v. N. Inyo Cnty. Loc. Hosp. Dist.*, 39 Cal. 4th 192,
22 200 (2006) (anti-SLAPP applied to hospital peer review required by Cal. Bus. & Prof.
23 Code § 805 *et seq.*); *Philipson & Simon v. Gulsvig*, 154 Cal. App. 4th 347, 358 (2007)
24 (anti-SLAPP applied to client's initiation of fee arbitration under the Mandatory Fee
25 Arbitration Act and filing of subsequent lawsuit against attorney).

26 All of Anthem's state law claims thus arise from protected activity. As such,
27 Anthem must demonstrate a probability of prevailing on its claims. It cannot.

B. Anthem Cannot Demonstrate a Probability of Prevailing on Its State Law Claims.

Anthem cannot meet its burden to show a probability of prevailing on its state law claims because: (i) such claims are barred by California's litigation privilege, and (ii) Anthem fails to allege facts sufficient to state any cause of action under California law.

1. Anthem’s State Law Claims are Barred by California’s Litigation Privilege.

As a threshold matter, HaloMD’s attestations of eligibility to initiate IDR proceedings are protected under California’s litigation privilege. Cal. Civ. Code § 47(b). Because the litigation privilege is absolute, it bars Anthem’s state law claims against HaloMD and the LaRoques.

“California courts and the California legislature have long recognized that any alleged communications made during or in connection with judicial proceedings—**including arbitration**—are absolutely privileged.” *Rasidescu v. Midland Credit Mgmt., Inc.*, 496 F. Supp. 2d 1155, 1159 (S.D. Cal. 2007) (emphasis added); *see* Cal. Civ. Code. § 47(b). The privilege applies to “any communication (1) made in judicial or quasi-judicial proceedings; (2) by litigants or other participants authorized by law; (3) to achieve the objects of the litigation; and (4) that have some connection or logical relation to the action.” *Silberg v. Anderson*, 50 Cal. 3d 205, 212 (1990). Thus, “California’s litigation privilege applies to the contents of all pleadings and process involved in any judicial proceeding, including private contractual arbitration proceedings.” *Rasidescu*, 496 F. Supp. 2d at 1160.

Each of Anthem’s state law claims arises from attestations of belief of eligibility submitted during the initiation of the IDR process. AC, ¶¶ 283-354, 368-71. Because such attestations of eligibility constitute “communications preparatory to or in anticipation of the bringing of an action or other official proceeding,” they fall “within the protection of the litigation privilege of [Cal. Civ. Code § 47(b)].”

1 *Rohde v. Wolf*, 154 Cal. App. 4th 28, 35 (2007). For the privilege to apply, all that is
2 required is that the communications be “made in good faith contemplation” of IDR
3 proceedings, which must be “seriously considered” at the time the statements were
4 made. *Visto Corp. v. Sproqit Techs., Inc.*, 360 F. Supp. 2d 1064, 1069, 1073 (N.D.
5 Cal. 2005).

6 Anthem does not plausibly allege that HaloMD initiated IDR proceedings for
7 any purpose other than to resolve out-of-network disputes through the IDR process.²
8 Accordingly, since the gravamen of the Amended Complaint seeks to establish
9 liability for “statements, representations, and attestations … throughout the IDR
10 process,” the privilege applies irrespective of Anthem’s allegations regarding the
11 veracity of those attestations. AC, ¶ 4; *see, e.g., Rusheen v. Cohen*, 37 Cal. 4th 1048,
12 1057 (2006) (applying the litigation privilege to any communications made by
13 litigants in judicial proceedings to achieve the objects of the litigation that have some
14 connection to the action); *Nickoloff v. Wolpoff & Abramson, L.L.P.*, 511 F. Supp. 2d
15 1043, 1045 (C.D. Cal. 2007) (applying the litigation privilege to communications
16 made during an arbitration proceeding and holding that the plaintiff’s claim was
17 barred by the litigation privilege).

18 Since each of Anthem’s state law claims seeks to establish liability based on
19 attestations of eligibility submitted to initiate IDR proceedings, the Court’s inquiry
20 should end here. *See, e.g., Rubin v. Green*, 4 Cal. 4th 1187, 1204 (1993) (“Given the
21 importance of the policy favoring judicial access, and of the role played by the
22 litigation privilege as a means of effectuating that policy, we conclude that plaintiff
23 may not avoid the bar of [Cal. Civ. Code § 47(b)] by casting his claim as one for
24 injunctive relief under the unfair competition statute.”); *People v. Potter Handy, LLP*,
25 97 Cal. App. 5th 938, 956 (2023) (finding UCL does not create an exception to the
26 litigation privilege).

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² The Amended Complaint does not allege that any party other than HaloMD and the
Sound Physician Providers initiated IDR proceedings. AC, ¶¶ 168-205, 224-248.

1 Anthem's state law claims are barred for this reason alone.

2 **2. Anthem's Misrepresentation Claims Fail.**

3 Further, even if Anthem could circumvent the litigation privilege (it cannot),
4 the Amended Complaint also fails to allege sufficient facts to satisfy either Fed. R.
5 Civ. P. 8 or 9(b) as to any state law cause of action asserted by Anthem.

6 Anthem's misrepresentation claims rest on the conclusory refrain that
7 HaloMD attested that disputes were eligible for the IDR process when they were not.
8 But Anthem pleads no facts that, even if accepted as true, satisfy the well-established
9 elements of an actionable California misrepresentation claim—either fraudulent or
10 negligent. *See Kearns v. Ford Motor Co.*, 567 F.3d 1120, 1126 (9th Cir. 2009)
11 (quoting *Engalla v. Permanente Med. Group, Inc.*, 15 Cal. 4th 951, 974 (Cal.1997)
12 (reciting the elements of fraudulent misrepresentation: “(a) misrepresentation (false
13 representation, concealment, or nondisclosure); (b) knowledge of falsity (or
14 ‘scienter’); (c) intent to defraud, *i.e.*, to induce reliance; (d) justifiable reliance; and
15 (e) resulting damage”)); *Mend Health, Inc. v. Carbon Health Techs., Inc.*, 588 F.
16 Supp. 3d 1049, 1055 (C.D. Cal. 2022) (citing *Charnay v. Cobert*, 145 Cal. App. 4th
17 170, 184 (2006)) (“The elements for negligent misrepresentation are the same as
18 fraud, except plaintiff need not plead intent to defraud, but instead, must allege that
19 the defendant lacked any reasonable ground for believing the statement to be true.”).

20 Here, Anthem never identifies a single discrete communication (to Anthem or
21 anyone else) that contains a false representation. The attestation that a dispute is
22 “within the scope of the Federal IDR process” is, at most, a belief regarding
23 eligibility, not a factual assertion that can support a misrepresentation claim.³
24 Moreover, Anthem had the unequivocal right and responsibility to raise any positions
25 regarding ineligibility with the IDRE, and it admits that it exercised that right in many
26 disputes, undermining any contention that Anthem justifiably relied on any

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28 ³ See HaloMD's Request for Judicial Notice in Support of its Motions to Dismiss,
Ex. A (Notice of IDR Initiation Form).

1 attestations that HaloMD may have made. AC, ¶ 98. Anthem’s Amended Complaint
2 also contains no concrete factual allegations supporting an inference that HaloMD or
3 the LaRoques (or any other Defendant) exhibited the requisite scienter to support
4 either a fraudulent or negligent misrepresentation claim. Rather, Anthem offers only
5 the circular conclusion that because it alleges that IDREs wrongly determined
6 eligibility, HaloMD must have known that a dispute was ineligible. Anthem’s failure
7 to plead particularized facts showing HaloMD knew (or should have known) at the
8 moment of each attestation that any dispute was ineligible is dispositive.

9 Further, Anthem lumps together an amorphous universe of unspecified IDR
10 proceedings submitted over a twenty-month period, summarily attaches the label
11 “false” to each proceeding, and proclaims fraud. Such general, non-particularized
12 allegations are insufficient under Fed. R. Civ. P. 9(b) to support a misrepresentation
13 claim. *See Edwards v. Marin Park, Inc.*, 356 F.3d 1058, 1066 (9th Cir. 2004) (“To
14 avoid dismissal for inadequacy under Rule 9(b), [plaintiff’s] complaint would need
15 to ‘state the time, place, and specific content of the false representations as well as
16 the identities of the parties to the misrepresentation.’”); *see also Destfino v. Reiswig*,
17 630 F.3d 952, 958-59 (9th Cir. 2011) (affirming dismissal of the plaintiff’s “shotgun
18 pleading” that lumped multiple defendants together without differentiating the
19 allegations against each of them).

20 Accordingly, Anthem fails to state a misrepresentation claim.

21 **3. Anthem’s Unfair Competition Law Claims Fail.**

22 Anthem also fails to state a claim under the UCL, Cal. Bus. & Prof. Code §§
23 17200 *et seq.* The NSA expressly prohibits judicial review of IDR determinations
24 except in limited circumstances provided in the Federal Arbitration Act. 42 U.S.C. §
25 300gg-111(c)(5)(E)(i). Anthem’s attempt to impose liability under the UCL for
26 alleged wrongdoing that compromised an IDR award is an impermissible collateral
27 attack on the award itself and otherwise barred by the *Noerr-Pennington* doctrine.
28 *See* HaloMD Motion to Dismiss at pp. 16-20.

1 Moreover, the UCL prohibits and provides civil remedies for “unfair
2 competition,” defined as “any unlawful, unfair or fraudulent business act or practice.”
3 Cal. Bus. & Prof. Code § 17200. Like all of Anthem’s other claims, Anthem’s UCL
4 claim is premised on HaloMD’s use of the IDR process established by Congress.
5 Where, as here, “the Legislature has permitted certain conduct or considered a
6 situation and concluded no action should lie, courts may not override that
7 determination” and the permitted act is entitled to safe harbor protection under the
8 UCL. *Davis v. HSBC Bank Nevada, N.A.*, 691 F.3d 1152, 1164 (9th Cir. 2012). Since
9 the NSA created the IDR process to resolve certain out-of-network payment disputes,
10 and Congress expressly permits providers to initiate IDR proceedings in the case of
11 failed negotiations, such conduct cannot support a UCL claim. 42 U.S.C. § 300gg-
12 111(c)(1)(B); *see Cel-Tech Commc’ns, Inc. v. Los Angeles Cellular Tel. Co.*, 20 Cal.
13 4th 163, 182 (1999) (plaintiff may not “plead around” an “absolute bar to relief”
14 simply “by recasting the cause of action as one for unfair competition.”).

15 Anthem also fails to plead any non-conclusory facts constituting unlawful
16 conduct under the UCL. To prevail on a claim under the UCL’s unlawful prong, the
17 plaintiff must show that a challenged practice violates a federal or state statute or
18 regulation. *Beasley v. Tootsie Roll Indus., Inc.*, 85 Cal. App. 5th 901, 912 (2022). In
19 the Amended Complaint, Anthem alleges that HaloMD violated: (1) California Penal
20 Code § 550; (2) the Federal Health Care Fraud Statute, 18 U.S.C. § 1347; (3) the
21 NSA, 29 U.S.C. § 1185(e) and 42 U.S.C. § 300gg-111, and its implementing
22 regulations, 29 C.F.R. § 2590.716-8 and 45 C.F.R. § 149.510; (4) RICO, 18 U.S.C. §
23 1962(c) and (d); and (5) California common law regarding fraudulent and negligent
24 misrepresentation. AC, ¶¶ 343, 351. But all of these UCL “hooks” fail because they
25 are ultimately premised on the same flawed theory that liability may arise from the
26 initiation of IDR proceedings, which is inherently lawful. AC, ¶¶ 340, 348.

27 Anthem cannot rely on Cal. Penal Code § 550 to satisfy the unlawful prong of
28 the UCL. Cal. Penal Code § 550 “criminalize[s] the making of false or fraudulent

1 claims to insurers.” *Hennessy v. Infinity Ins. Co.*, 358 F. Supp. 3d 1074, 1082 (C.D.
2 Cal. 2019). Anthem’s claims involve the initiation of IDR proceedings. The initiation
3 of an IDR proceeding is not the presentation of a false claim to an insurer in any
4 respect, nor could it be characterized as any other activity that would fall within the
5 scope of Cal. Penal Code § 550. Indeed, at no point in Anthem’s Amended
6 Complaint does Anthem allege that HaloMD or any other Defendant initiated an IDR
7 proceeding for a service that was never provided, or for any reason other than to
8 pursue fair payment for services rendered.⁴

9 The same rationale applies to Anthem’s attempt to allege unlawfulness under
10 18 U.S.C. § 1347, the federal criminal healthcare fraud statute. Irrespective of
11 Anthem’s illegitimate attempt to characterize the conduct alleged in this action as
12 fraudulent, Anthem has alleged only that HaloMD initiated IDR proceedings in
13 disputes that Anthem believes were ineligible for the IDR process. The alleged
14 conduct in no way amounts to “healthcare fraud” under 18 U.S.C. § 1347 (or any
15 other federal or state healthcare fraud authority). Nor does Anthem describe with
16 any specificity how the purported UCL violations caused its alleged monetary loss.
17 *Copelin v. Athene Annuity & Life Co.*, No. 2:25-CV-00832-SB-JPR, 2025 WL
18 2551079, at *4 (C.D. Cal. July 31, 2025) (dismissing UCL claim for failing to allege
19 facts establishing causation). Indeed, Anthem admits that its alleged damages arise
20 from purportedly “improper IDR awards” rendered by IDREs, not any action
21 undertaken by HaloMD or the LaRoques. *See, e.g.*, AC, ¶ 90.

22 Finally, Anthem fails to explain how HaloMD’s submission of attestations that
23 it believed disputes were eligible for the IDR process violates the NSA, supports a
24 RICO claim or conspiracy, or constitutes fraudulent or negligent misrepresentation.
25 Fundamentally, Anthem’s entire UCL claim amounts to an impermissible collateral

26 ⁴ Further, in every unspecified IDR proceeding that Anthem contends was ineligible,
27 an independent, certified, third-party IDRE reviewed the party’s submissions and
28 made a binding payment determination (i.e., the IDRE substantively resolved the
dispute on the merits, in accordance with permitted statutory considerations).

1 attack of IDR awards based on absolutely privileged communications. Anthem thus
2 fails to state a UCL claim.

3 **IV. HaloMD and the LaRoques Are Entitled to an Award of Attorney's Fees
4 and Costs.**

5 Under California's anti-SLAPP law, a prevailing defendant is entitled to
6 recover attorney's fees and costs. *See* Cal. Code Civ. Proc. § 425.16(c)(1) ("[A]
7 prevailing defendant on a special motion to strike shall be entitled to recover that
8 defendant's attorney's fees and costs."). The Ninth Circuit has held that the fee-
9 shifting provision in California's anti-SLAPP law must be upheld in federal courts
10 to prevent impermissible forum shopping. *See Verizon Delaware, Inc. v. Covad
11 Commc'ns Co.*, 377 F.3d 1081, 1091 (9th Cir. 2004) ("[D]efendants sued in federal
12 courts can bring anti-SLAPP motions to strike state law claims and are entitled to
13 attorneys' fees and costs when they prevail."); *see, e.g., Concerned Jewish Parents
14 & Tchrs. of Los Angeles*, 2025 WL 1549995, at *6 (awarding attorney's fees under
15 the anti-SLAPP law); *Novel v. Los Angeles Cnty. Sheriff's Dep't*, No.
16 219CV01922RGKAGR, 2020 WL 3884438, at *4 (C.D. Cal. Mar. 30, 2020) (same).

17 Since Anthem's state law claims must be struck pursuant to California's anti-
18 SLAPP law, HaloMD and the LaRoques are entitled to their reasonable attorney's
19 fees, court costs, and litigation expenses associated with bringing this motion.

20 **V. Conclusion.**

21 The purpose of California's anti-SLAPP law is to provide defendants relief
22 when plaintiffs, like Anthem, impermissibly assert claims against a party for
23 engaging in constitutionally protected activity, which includes the initiation of an
24 arbitral proceeding established by statute to address a specific type of dispute. Since
25 each of Anthem's state law claims seeks to establish liability based on the initiation
26 of IDR proceedings to resolve out-of-network payment disputes, the litigation
27 privilege bars Anthem's state law claims, which Anthem fails to plausibly plead in
28 accordance with Fed. R. Civ. P. 8 and 9(b).

1 Accordingly, Anthem's state law claims must be dismissed with prejudice and
2 HaloMD and the LaRoques are entitled to recover their reasonable attorney's fees,
3 court costs, and reasonable litigation expenses.

4 Dated: December 12, 2025

5 NIXON PEABODY LLP

6 By: /s/Jonah D. Retzinger

7 Jonah D. Retzinger
8 Christopher D. Grigg
9 Brock J. Seraphin
10 April C. Yang

11 Attorneys for Defendants
12 HALOMD, LLC, ALLA
13 LAROQUE, AND SCOTT
14 LAROQUE

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CERTIFICATION OF COMPLIANCE

Pursuant to Section 28 of the Procedures of the Honorable Karen E. Scott, the undersigned, counsel of record for Defendants HALOMD, LLC, ALLA LAROQUE, and SCOTT LAROQUE, certifies that, excluding the caption, the table of contents, the table of authorities, the signature block, and any indices and exhibits, this brief contains 3,234 words, which:

[X] complies with the word limit of L.R. 11-6.1.

____ complies with the word limit set by court order dated [date].

Dated: December 12, 2025

NIXON PEABODY LLP

By: /s/Jonah D. Retzinger
Jonah D. Retzinger

Attorneys for Defendants
HALOMD, LLC, ALLA
LAROQUÉ, AND SCOTT
LAROQUE

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's 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

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UNITED STATES DISTRICT COURT

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CENTRAL DISTRICT OF CALIFORNIA - SOUTHERN DIVISION

13

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

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Plaintiffs,

18

vs.

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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.,

26

Defendants.

27

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Case No. 25-cv-1467-KES

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

**[PROPOSED] ORDER RE
DEFENDANTS HALOMD AND
THE LAROQUES' SPECIAL
MOTION TO STRIKE PURSUANT
TO CAL. CODE CIV. PROC. §
425.16**

Hearing Date: March 10, 2026

Time: 10:00 AM

Courtroom: 6D

1 This matter comes before the Court on Defendants HaloMD, LLC
2 (“HaloMD”) and Alla LaRoque and Scott LaRoque’s (together, “the LaRoques”)
3 Special Motion to Strike Pursuant to Cal. Code Civ. Proc. § 425.16. Having
4 considered the Motion, the records in this action, and good cause appearing therefore:

5 The Court GRANTS Defendants HaloMD and the LaRoques' Special Motion
6 to Strike Pursuant to Cal. Code Civ. Proc. § 425.16 and ORDERS the following:

7 1. Anthem's state law claims are dismissed with prejudice;
8 2. Anthem shall pay to HaloMD and the LaRoques their reasonable
9 attorney's fees of \$_____, court costs of \$_____, and
10 reasonable litigation expenses of \$_____.

12 IT IS SO ORDERED.

14 | Dated:

U.S. Magistrate Judge Karen E. Scott