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17 UNITED STATES DISTRICT COURT
18 CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

19 ANTHEM BLUE CROSS LIFE AND
HEALTH INSURANCE COMPANY, a
20 California corporation, et al.,

21 Plaintiffs,

22 v.

23 HALOMD, LLC, et al.,

24 Defendants.

Case No. 8:25-cv-01467-KES

**REPLY IN SUPPORT OF
DEFENDANTS
MPOWERHEALTH PRACTICE
MANAGEMENT, LLC; BRUIN
NEUROPHYSIOLOGY, P.C.;
iNEUROLOGY, PC; N EXPRESS,
PC; AND NORTH AMERICAN
NEUROLOGICAL ASSOCIATES,
PC'S MOTION TO DISMISS THE
AMENDED COMPLAINT**

Hearing Date: March 10, 2026
Hearing Time: 10:00 a.m.
Courtroom: 6D

Honorable Karen E. Scott
Magistrate Judge

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1 INTRODUCTION

2 Anthem’s opposition confirms this case should be dismissed for multiple
3 reasons. **First**, Anthem’s rhetoric reinforces that this lawsuit is an attempt to enlist
4 this Court in rewriting the No Surprises Act (“NSA”) via litigation. **Second**, Anthem
5 improperly seeks to relitigate IDR proceedings it lost—which the NSA and several
6 judicial doctrines forbid. **Third**, all of Anthem’s claims fail in any event for claim-
7 specific reasons.

8 Anthem does not dispute that it had *multiple* opportunities to contest the IDR
9 proceedings against it. Indeed, Anthem needed to “provide information regarding
10 the Federal IDR process’s inapplicability through the Federal IDR portal” if it
11 “believe[d] that the Federal IDR process [was] not applicable.” 45 C.F.R.
12 § 149.510(c)(1)(iii).

13 As CMS recently noted:

14 The primary cause of dispute processing delays continues to be the
15 complexity of determining whether disputes are eligible for the Federal
16 IDR process. **For all disputes, the certified IDR entity must confirm
17 dispute eligibility before the dispute can proceed.** These reviews
involve complex eligibility determinations that require certified IDR
entities to expend considerable time and resources[.]¹

18 Dissatisfied with its arbitration outcomes, Anthem asks this Court to rewrite
19 the parts of the NSA it dislikes. But Congress created this process for providers and
20 insurers to quickly resolve payment disputes and purposely designed it to be final
21 and not judicially reviewable—both for efficiency and to avoid flooding federal
22 courts with messy insurance disputes.² Despite Congress’s dictate, Anthem now

23 ¹ Supplemental Background on Federal Independent Dispute Resolution Public Use
24 Files, January 1, 2025 – June 30, 2025,” at 3,
25 [https://www.cms.gov/files/document/federal-idr-supplemental-background-2025-
q1-2025-q2.pdf](https://www.cms.gov/files/document/federal-idr-supplemental-background-2025-q1-2025-q2.pdf) (emphasis added).

26 ² While Anthem complains of a “flood” of IDR claims, it has filed numerous lawsuits
27 in courts around the country seeking to upend the IDR results it dislikes. *See Blue*
28 *Cross Blue Shield Healthcare Plan of Ga., Inc. v. HaloMD, Inc.*, No. 1:25-cv-02919
(N.D. Ga.); *Community Insurance Co. v. HaloMD, LLC*, No. 1:25-cv-00388-MWM
(S.D. Ohio); *Anthem Health Plans of Va., Inc. v. AGS Health, Inc.*, No. 7:25-cv-
00804 (W.D. Va.); *Blue Cross Blue Shield of Tex. v. Zotec Partners, LLC*, No. 5:25-

1 repackages unfavorable results as sprawling civil RICO and other claims, attempting
2 to relitigate binding awards and deter Providers from using the federally-mandated
3 process. It does not get another bite at the apple. Anthem’s losing strategy in those
4 proceedings should not become a winning strategy on collateral attack in this Court—
5 or a basis to undo Congress’s will.

6 **ARGUMENT**

7 **I. Anthem Improperly Seeks to Rewrite the NSA via Lawsuit and**
8 **Mischaracterizes the Scheme It Imposes.**

9 Pervading Anthem’s entire response are its criticisms of the comprehensive
10 process Congress imposed—disparaging the incentives for IDREs, the effectiveness
11 of processes, the thoroughness of reasoning provided for determinations, and the
12 provider-favorable results. *See* Opp. 1, 3–8. And this is unsurprising, because
13 Anthem recognizes that it loses this case under the law that Congress enacted, so it
14 must try to evade it.

15 But as courts considering the NSA consistently recognize, “the wisdom of
16 Congress’s policy choice is beyond [courts’] judicial ken.” *Guardian Flight, L.L.C.*
17 *v. Health Care Serv. Corp.*, 140 F.4th 271, 277 (5th Cir. 2025) (“*Guardian Flight*
18 *I*”). Anthem’s complaints are properly directed to Congress, which “designed the
19 IDR process to create an efficient and streamlined vehicle for a certain category of
20 disputes, all designed to minimize costs.” *Reach Air Med. Servs. LLC v. Kaiser*
21 *Found. Health Plan Inc.*, 160 F.4th 1110, 1119 (11th Cir. 2025) (citation modified).
22 Equally important, Congress did not want litigation, discovery, and trial in federal
23 court over IDREs’ “binding” decisions. 42 U.S.C. § 300gg-111(c)(5)(E)(i)(I).

24 Anthem’s specific criticisms are also unfounded. Anthem claims IDREs “are
25 not neutral parties when evaluating eligibility,” Opp. 48, because they “are not paid
26

27 *cv-00186 (E.D. Tex.); Blue Cross Blue Shield of Tex. v. HaloMD, LLC*, No. 5:25-cv-
28 00132 (E.D. Tex.).

1 unless they decide that a dispute is eligible for IDR,” Opp. 6. Under Anthem’s
2 position, though, every paid arbitrator would be biased against every defendant. That
3 is not the law. Tellingly, Anthem does not seek vacatur under 9 U.S.C. § 10(a)(2)
4 for “evident partiality” of “the arbitrators.” Nor could it, as it does not allege that
5 this high bar was met in any of the thousands of arbitrations at issue. *See Reach Air*,
6 160 F.4th at 1119. Congress also built in safeguards to ensure procedural integrity:
7 Regulators must ensure that IDREs are free from any conflict of interest with the
8 parties, 42 U.S.C. § 300gg-111(c)(4)(F)(i)(III), and IDREs must show expertise in
9 arbitration, claims administration, managed care, billing and coding, and health care
10 law, as well as adequate staffing and fiscal integrity, *id.* § 300gg-111(c)(4)(A); 45
11 C.F.R. § 149.510(e)(2)(i)–(iii), (vi). Despite that expertise, Anthem wrongly
12 contends that IDR “bears no resemblance to” arbitration, Opp. 5, even though
13 Anthem itself refers to IDR as “baseball-style dispute resolution,” in which disputes
14 are “arbitrated.” *See* Am. Compl., Dkt. No. 50 (“FAC”) ¶¶ 75, 113, 366; *see Reach*
15 *Air*, 160 F.4th at 1116 (describing NSA IDR as “baseball-style arbitration”).³ As do
16 agency regulations. *See* 45 C.F.R. § 149.510. And the only thing “one-sided” about
17 the IDR process, Opp. 39, 57, is Anthem’s skewed narrative, which is contradicted
18 by the regulations and agency guidance, and Anthem’s own pleadings, *see* Mot. 2–
19 5. Most notably, Anthem had several opportunities to provide plan information and
20 documents related to eligibility, *see id.*—which it, not Providers, had—as well as
21 provide reasonable payment amounts (which it apparently failed to do).

22 **II. Anthem Improperly Seeks a Do-Over of IDRE Determinations It Lost.**

23 Anthem’s brief merely confirms that each claim repackages an attack on IDR
24 determinations that Anthem already lost. But Congress’s clear legislation and settled
25 principles preclude such collateral litigation. *First*, the NSA’s judicial-review bar

26
27 ³ Anthem’s original complaint forthrightly characterized IDR as “arbitration”
28 producing “arbitration awards.” Compl., Dkt. No. 1 ¶¶ 66, 289. It cannot avoid that
reality through euphemistic pleading substitutions.

1 largely eliminates this Court’s subject-matter jurisdiction. *Second*, issue preclusion
2 prevents Anthem from relitigating eligibility disputes it lost in prior proceedings.
3 *Third*, Noerr-Pennington prevents Anthem’s attempt to impose liability for
4 Providers’ constitutionally-protected activity.

5 **A. This Court Lacks Subject-Matter Jurisdiction Over Most of Anthem’s**
6 **Claims.**

7 Anthem agrees—as it must—that Congress stated its intent to strip federal
8 courts of jurisdiction to review determinations made in IDR proceedings under
9 § 300gg-111(c)(5)(E)(i). Mot. 8–10. Anthem instead contends that this case can
10 proceed because this judicial-review bar created only an “extremely narrow
11 restriction” that applies only to IDREs’ “payment” determinations, not any other
12 aspect of the underlying arbitration process. Opp. 25. And Anthem further asserts
13 that this bar can be avoided completely by repackaging claims under a different name.
14 Opp. 26. Neither argument has merit.

15 **1. The NSA Judicial-Review Bar Applies Here.**

16 Anthem’s core argument to salvage subject-matter jurisdiction is that Congress
17 somehow only stripped jurisdiction for *payment* determinations, not underlying
18 *eligibility*. But Anthem invents this distinction by segregating the IDR process
19 between—on one side—rulings ordering one party to pay the other a certain
20 amount—and on the other—questions like eligibility and everything else. No court
21 has accepted such a made-for-this-litigation-exception to the broad bar on judicial
22 review or characterized the IDR process in this bifurcated way. This Court should
23 not be the first.

24 For starters, Anthem improperly attempts to “read[] into the provision a
25 limitation” on a bar to judicial review “the language nowhere mentions.” *Cuozzo*
26 *Speed Techs., LLC v. Lee*, 579 U.S. 261, 273 (2016). The text and structure of the
27 NSA reject that approach.

28

1 The provision states, “[a] determination of a certified IDR entity under
2 subparagraph (A) . . . shall not be subject to judicial review[.]” 42 U.S.C. § 300gg-
3 111(c)(5)(E)(i)(II). This “determination” includes decisions about eligibility because
4 “subparagraph A” of § 300gg-111(c)(5) encompasses all of the IDRE’s work. Within
5 30 days of being appointed, the IDRE must rule on the dispute and select one of the
6 parties’ submissions as the appropriate payment amount. No other section of the
7 statute addresses eligibility rulings. Indeed, if an IDRE determined a dispute was
8 ineligible, it would not select an award. Thus, selecting one of the proposed amounts,
9 as required by the statute, is entirely predicated upon first making an eligibility
10 finding.

11 In truth, Anthem’s lawsuit *is* a challenge to the “payment determination”;
12 Anthem argues that the IDREs should not have ordered it to pay Providers because
13 the disputes were ineligible. Nothing in the NSA permits Anthem’s attempted
14 evasion of the judicial-review bar. Courts routinely read similar bars to include
15 predicate determinations. *See Novo Nordisk Inc. v. Sec’y U.S. Dep’t of Health &*
16 *Hum. Servs.*, 154 F.4th 105, 112 (3d Cir. 2025) (precluding judicial review because
17 “an argument that CMS did not comply with a statutory mandate in making a
18 particular determination is still a challenge to that determination”).

19 Grasping for an opening despite this clear directive, Anthem asserts that the
20 statute does not *specifically* state that “determinations concerning IDR eligibility are
21 barred from review.” *Opp.* 24. But that omits both the governing regulations and
22 broader statutory context. Congress *did* specifically provide that the agencies would
23 “establish by regulation” the “dispute resolution process” for this scheme. 42 U.S.C.
24 § 300gg-111(c)(2)(A). That regulatory scheme facilitates the overarching “payment”
25 determination that is binding and excluded from judicial review. *Id.* And it is under
26 this statutory authorization that the agency requires IDREs to determine eligibility as
27
28

1 a predicate to issuing awards. *See* 45 C.F.R. § 149.510(c)(1)(v).⁴ Anthem’s
2 complaint must acknowledge that IDREs are not only authorized but *required* to
3 assess and rule on eligibility. That reality further confirms that eligibility
4 determinations—as essential parts of the IDR regulatory process—cannot be second-
5 guessed in court unless they fall within the narrow circumstances Congress
6 permitted. *Cf. Patel v. Garland*, 596 U.S. 328, 344 (2022) (statutory bar on judicial
7 review of a final removal order “also precludes review of [the final order’s] factual
8 support” (citing *Guerrero-Lasprilla v. Barr*, 589 U.S. 221, 234–36 (2020))).

9 Finally, the “consequences” further “underscore[] the implausibility of
10 [Anthem’s] interpretation.” *Van Buren v. United States*, 593 U.S. 374, 393–94
11 (2021). Anthem does not dispute that Congress sought to help efficiently resolve
12 these complex out-of-network disputes. Mot. 10. Nor does Anthem dispute that
13 Congress preferred “an administrative enforcement mechanism” to “handle most
14 award disputes instead of throwing open the floodgates of litigation.” *Guardian*
15 *Flight I*, 140 F.4th at 277. So Congress channeled the disputes into an IDR process
16 that “shall be binding,” 42 U.S.C. § 300gg-111(c)(5)(E)(i)(I), paired with “a strictly
17 limited form of judicial review” for collateral challenges, *Guardian Flight I*, 140
18 F.4th at 277. Anthem’s manufactured exclusion to Congress’s jurisdictional
19 restriction would swallow the rule, inviting piecemeal collateral attacks on anything
20 deemed a “non-payment” aspect of the IDR process. Congress imposed no such self-
21 defeating exclusion; this Court should not create one.

22 And if there were any doubt, Anthem’s claims are foreclosed for the additional
23 reason that Anthem *is* challenging payment determinations—not just eligibility
24 determinations. Anthem explicitly (and repeatedly) intertwines its claims on the
25

26 ⁴ Agency guidance also reinforces that IDREs must assess eligibility. *See* HHS et
27 al., *Federal Independent Dispute Resolution (IDR) Process Guidance for Disputing*
28 *Parties* 17 (updated Dec. 2023), <https://www.cms.gov/files/document/federal-idr-guidance-disputing-parties-march-2023.pdf>.

1 basis that IDREs awarded “inflated” amounts and the like. *See, e.g.*, FAC ¶¶ 3, 119,
2 121, 126, 164. That alone confirms Anthem seeks judicial review barred by the NSA.

3 **2. The Judicial Bar Limits Potential Challenges to Only Vacatur Claims**
4 **and Excludes Collateral Attacks Like Anthem’s.**

5 Despite the judicial-review bar, Anthem next insists that the “NSA does not
6 incorporate any of the FAA’s procedural provisions, much less impose them as
7 exclusive remedies.” Opp. 26. This is a red herring. Whether or not *other* FAA
8 provisions are incorporated, Congress made clear any challenge to a “determination
9 of a certified IDR entity . . . shall not be subject to judicial review, except in a case
10 described in” subparagraph (a) of § 10 of the FAA. 42 U.S.C. § 300gg-
11 111(c)(5)(E)(i)(II); *see* 9 U.S.C. § 10(a). That subparagraph provides only that a
12 court “may make an order vacating the award” in certain limited circumstances. 9
13 U.S.C. § 10(a). So § 10(a) alone sets up the “exclusive” basis of “vacatur” for
14 challenging certain awards. *Biller v. Toyota Motor Corp.*, 668 F.3d 655, 664 (9th
15 Cir. 2012). The Providers need not (and do not) invoke any other section to enforce
16 the judicial-review bar. *Contra* Opp. 26–28.

17 Because all Anthem’s claims besides vacatur fall outside § 10(a), the judicial-
18 review bar applies. Indeed, Anthem’s affiliate (represented by the same counsel as
19 here) recently made this very point to another federal court: “[t]he NSA expressly
20 bars judicial review of IDR awards *except* as to the specific provisions borrowed
21 from the FAA’ pertaining to *vacatur*.” *T.V. Seshan v. Bluecross Blueshield Ass’n*,
22 No. 7:25-cv-00499, Dkt. No. 43 at 6 (S.D.N.Y. July 3, 2025) (emphasis original)
23 (citing *Guardian Flight I*); *see id.* at 8 (“[T]he NSA states that IDR determinations
24 ‘shall not be subject to judicial review, except in a case described in’ the FAA’s
25 vacatur provisions.” (citation omitted)). Anthem’s affiliate was correct.

26 Similarly, Anthem contends that this lawsuit is not actually a collateral attack
27 on the IDR proceedings. Opp. 31–33. But that ignores reality. Anthem’s repeated
28 critiques of Congress’s scheme—challenging the IDRE’s incentives and the

1 propriety of their determinations—confirm that this case is indeed a collateral attack.
2 *See supra* Part I. And Anthem’s specific choice to allege “vacatur” in the
3 “alternative” to all other claims—and its concession that this *entire case* falls within
4 those vacatur provisions, Opp. 29—puts it beyond doubt that the judicial-review bar
5 facially applies to what Anthem seeks to achieve with its non-vacatur claims. FAC
6 ¶¶ 355–59, Prayer for Relief; *cf. Tex. Brine Co. v. Am. Arb. Ass’n*, 955 F.3d 482, 489
7 (5th Cir. 2020) (“Alleging wrongdoing that would justify vacatur is a sign of a
8 collateral attack.”).

9 The Ninth Circuit has rejected the exact gambit that Anthem tries here,
10 deeming repackaged challenges to arbitration proceedings barred by similar judicial-
11 review limits. Mot. 9–10; *see Sander v. Weyerhaeuser Co.*, 966 F.2d 501, 503 (9th
12 Cir. 1992); *United Ass’n of Journeymen v. Valley Eng’rs*, 975 F.2d 611, 615 (9th Cir.
13 1992). Others have done the same. *See Tex. Brine*, 955 F.3d at 489–90; *Gulf Petro*
14 *Trading Co. v. Nigerian Nat’l Petroleum Corp.*, 512 F.3d 742, 747–50 (5th Cir.
15 2008).

16 Anthem responds that it is seeking *some* relief beyond what it could have
17 sought in the underlying IDR proceedings. Opp. 32–33. But that changes nothing.
18 “[A]ltering the relief sought will ‘not transform . . . an impermissible collateral attack
19 into a proper independent action.’” *United Ass’n of Journeyman*, 975 F.2d at 615
20 (citation omitted). Doing so “artificially narrows the term ‘judicial review’ that
21 Congress used in the NSA.” *Guardian Flight I*, 140 F.4th at 275 n.3. In sum, this
22 Court lacks subject-matter jurisdiction except over the vacatur claim—the sole (and
23 narrowly circumscribed) avenue Congress provided for challenging IDR
24 proceedings.

25 **B. Issue Preclusion Bars Anthem from Relitigating the IDREs’**
26 **Determinations.**

27 Even if this Court had subject-matter jurisdiction over Anthem’s challenges to
28 IDREs’ eligibility determinations, issue preclusion forecloses Anthem’s improper

1 attempt to relitigate those determinations. Mot. 11–12. Anthem does not dispute that
2 Congress did nothing to disturb the presumption that preclusion applies; indeed,
3 Anthem’s many criticisms of IDR again reveal its frustration with Congress’s choice
4 to establish IDREs’ binding authority. *Id.* Nor does Anthem dispute that IDRE
5 determinations yielded final judgments. *Id.* at 12. And none of Anthem’s responses
6 on the other elements support its effort to relitigate eligibility determinations here.⁵

7 **1. Eligibility Issue Raised.** Anthem does not deny that it had the requisite
8 information to contest eligibility, that it presented such information during the IDR
9 process, or that IDREs necessarily ruled against Anthem on eligibility for all of the
10 contested awards. Mot. 11.⁶

11 Anthem’s sole response is that it did not argue to arbitrators that Defendants
12 were committing “fraud” related to eligibility. Opp. 41. But Anthem cannot avoid
13 issue preclusion by tacking the label “fraud” onto eligibility objections it already
14 made and lost. The process’s legal requirements establish that IDREs necessarily
15 *disagreed* with Anthem’s position that these disputes were ineligible. Asking this
16 Court to re-adjudicate these predicate determinations, as Anthem does here, is barred.

17 **2. Eligibility Necessary to the Outcome.** Anthem does not dispute that IDREs
18 must by law determine that a dispute is eligible before awarding any amount to the
19 Providers. *See* 45 C.F.R. § 149.510(c)(1)(v). Nor does Anthem dispute that it had
20 several opportunities (and obligations) throughout the process to submit information
21 on—and objections to—a given claim’s eligibility, Mot. 2–5, as its complaint and
22

23 ⁵ Anthem complains that Providers have not submitted any underlying “decision” to
24 support preclusion. Opp. 40. But Anthem itself alleged that many IDRE decisions
25 resolved eligibility against Anthem. *See id.* at 8; FAC ¶¶ 90, 118, 128. So this
argument is foreclosed by Anthem’s pleadings.

26 ⁶ If Anthem ever *did not* provide this information to the IDREs, then Anthem waived
27 any dispute about eligibility. *See Marino v. Writers Guild of Am., E., Inc.*, 992 F.2d
28 1480, 1484 (9th Cir. 1993) (“[A] party may not sit idle through an arbitration
procedure and then collaterally attack that procedure on grounds not raised before
the arbitrators when the result turns out to be adverse.”).

1 response confirm, *see, e.g.*, FAC ¶¶ 118, 171; Opp. 6, 12–14, 17, 30. Anthem also
2 does not deny that IDREs regularly determine that submitted claims are ineligible.

3 Anthem responds that IDREs “have no obligation to consider Anthem’s
4 objections” before ruling on eligibility. Opp. 41. But nothing tells IDREs to rely
5 solely on the initiating party’s threshold attestation—especially given its qualified
6 “to the best of my knowledge” language. FAC ¶ 285. Nor is there any plausible
7 basis to assume IDREs did so when Anthem (the party with eligibility information)
8 supplied documents suggesting otherwise. Just the opposite—agency guidance
9 confirms that IDREs “must review the information submitted in . . . the notification
10 from the non-initiating party claiming the Federal IDR Process is inapplicable, if one
11 has been submitted, to determine whether the Federal IDR Process applies.”⁷ This is
12 hardly the “honor system” Anthem portrays. Opp. 1, 4.

13 Regardless, the mere fact that a party’s objections were unsuccessful does
14 nothing to show that eligibility is not actually litigated. Again, Anthem does not
15 dispute that IDREs *must* determine eligibility for every claim. *See supra* 9. And it
16 does not matter that IDREs might not provide an explanation on eligibility in every
17 case, as “[a]rbitrators are not required to set forth their reasoning” at all. *Bosack v.*
18 *Soward*, 586 F.3d 1096, 1104 (9th Cir. 2009) (“An arbitrators’ ‘award may be made
19 without explanation of their reasons and without a complete record of their
20 proceedings[.]’” (citation omitted)).

21 **3. Opportunity to Be Heard.** Anthem protests that it did not have a full and
22 fair opportunity to be heard. Opp. 42–45. But the fact that Anthem *often* lost does
23 not mean that it lacked an adequate opportunity to be heard. Tellingly, Anthem does
24 not allege that IDREs *always* decide eligibility incorrectly, just that Anthem

25 ⁷ *See supra* n.4 at 17. Anthem argues this Court should “disregard Defendants’
26 reliance on nonbinding guidance” that cuts against its arguments. Opp. 39. But the
27 fact that federal agencies are refining IDR processes shows again that Anthem is
28 lobbying the wrong body by bringing this lawsuit. And even if adopted later, this
still undermines any conclusion that IDREs were somehow *not* assessing eligibility
information supplied by insurers or categorically *incapable* of doing so.

1 “estimates” that “almost half” of these decisions were errors. Opp. 11. And Anthem
2 again does not dispute that it had *several* opportunities in each IDR proceeding to
3 contest eligibility. Nor does Anthem dispute that it—as the insurer with plan
4 information—has an informational advantage over Providers to dispute eligibility
5 and provide relevant information during the IDR process. So it is unclear what
6 “opportunities” were “unavailable in the first action” when it comes to contesting
7 eligibility. Opp. 43 (citation omitted).

8 Anthem instead recycles the same tired criticisms about IDREs’ financial
9 interests and the thoroughness of the proceedings. Opp. 42–45. But those do not
10 negate the many opportunities Anthem had to contest eligibility or the IDREs’
11 obligation to determine the issue in every case. And regardless, the process *does*
12 have meaningful checks on impartiality: IDREs are certified; non-initiating parties
13 can object to the IDRE selected for any reason; and CMS will select a randomized
14 IDRE if the parties cannot agree. *See* 45 C.F.R. § 149.510(c)(1)(i), (iv); *see also*
15 *Avraham Plastic Surgery LLC v. Aetna, Inc.*, 2025 WL 3779084, at *4 (E.D.N.Y.
16 Dec. 30, 2025) (IDRE is “a neutral decisionmaker making a binding judgment to
17 resolve a dispute between two parties,” which “makes them virtually
18 indistinguishable from arbitrators and functionally akin to judges”).

19 Anthem cites no authority—or anything about the proceedings—suggesting
20 that issue preclusion is categorically inapplicable under these circumstances.⁸
21 Proceedings “need not have all the indicia of a trial to have a preclusive effect.”
22 *Patricia H. v. Berkeley Unified Sch. Dist.*, 830 F. Supp. 1288, 1301 (N.D. Cal. 1993).
23 The IDR process afforded Anthem notice and an opportunity to argue its position and
24 submit evidence, which caselaw makes clear is sufficient to constitute a “full and fair

25 _____
26 ⁸ Anthem’s reliance on *Staub v. Nietzel*, Opp. 44, is misplaced because that court was
27 interpreting Kentucky law, not federal law. 2023 WL 3059081, at *5–6 (6th Cir.
28 Apr. 24, 2023). Nor is there any basis to determine that the congressionally-
authorized proceedings here are comparable to the Kentucky prison proceedings at
issue there.

1 opportunity to litigate” necessary for preclusion to apply. *Thomas v. Hedgpeth*, 2014
2 WL 458086, at *6 (N.D. Cal. Jan. 31, 2014) (holding a party received a full
3 opportunity to litigate where parties could present their positions and supporting
4 evidence). All told, issue preclusion bars all of Anthem’s claims beyond the vacatur
5 claim.

6 **C. The Noerr-Pennington Doctrine Also Bars Anthem’s Claims.**

7 Noerr-Pennington also independently precludes the Providers’ liability.
8 Although Anthem attempts to escape the doctrine altogether by characterizing its
9 application as a fact question inappropriate at this stage, Opp. 33, Anthem bears the
10 burden of pleading with particularity that Noerr-Pennington’s protections do not
11 apply, *Meridian Project Sys. v. Hardin Constr. Co.*, 404 F. Supp. 2d 1214, 1221 (E.D.
12 Cal. 2005); *see also Or. Nat. Res. Council v. Mohla*, 944 F.2d 531, 533 (9th Cir.
13 1991) (“[T]he heightened pleading standard . . . would have no force if in order to
14 satisfy it, a party could simply recast disputed issues from the underlying litigation
15 as ‘misrepresentations’ by the other party.”). The Ninth Circuit affirms dismissals
16 on the pleadings where plaintiffs fail to adequately plead a Noerr-Pennington
17 exception. *B&G Foods N. Am., Inc. v. Embry*, 29 F.4th 527, 542 (9th Cir. 2022);
18 *Freeman v. Lasky, Haas & Cohler*, 410 F.3d 1180, 1186 (9th Cir. 2005). Indeed, the
19 doctrine’s purpose is to protect petitioners in government proceedings from intrusive
20 discovery and liability. Anthem’s claims fall squarely within its ambit. Mot. 15–17.
21 Anthem’s efforts to plead around Noerr-Pennington—by claiming that either the
22 doctrine does not apply to IDR or a fraud exception applies—lack merit. Opp. 34–
23 38.

24 **1. IDR Proceedings Are First-Amendment Protected.** Anthem wrongly
25 argues that IDREs do not qualify as government entities under Noerr-Pennington.
26 *Id.* at 34–37. But Anthem elsewhere concedes that the alleged conduct directly
27 involves federal agencies. *Id.* at 50 (“Before Defendants can deceive IDREs, they
28 must first deceive the Departments.”). Anthem’s characterization of IDREs also

1 contradicts its pleadings, which allege that “HHS administers the IDR initiation
2 process” and “[a]ny submission made through this system is a statement made to
3 the federal government[.]” FAC ¶ 67.

4 In any event, the IDR process is a congressionally-mandated, quasi-public
5 arbitration administered by a federal agency. *See Allied Tube & Conduit Corp. v.*
6 *Indian Head, Inc.*, 486 U.S. 492, 506–07 (1988) (doctrine applies to “efforts to
7 persuade an independent decisionmaker”); *Viriyapanthu v. California*, 2018 WL
8 6136150, at *7 (C.D. Cal. Sept. 24, 2018) (same for dispute-resolution procedures
9 established by government body). IDREs are certified jointly by CMS, DOL, and
10 Treasury, subject to ongoing agency oversight, and required to provide regular
11 reporting to the government. IDREs thus qualify as “persons []accountable to the
12 public” endowed “with[] official authority,” *Allied Tube*, 486 U.S. at 502, which
13 means Noerr-Pennington applies to proceedings before them. Anthem’s attempt to
14 distinguish IDR from other forms of government-sanctioned arbitration based on
15 procedural differences finds no support in the caselaw. Noerr-Pennington’s
16 application turns on whether the petitioning activity involved some form of
17 governmental authority or official status, not whether the process employed
18 particular adjudicative tools.

19 **2. “Fraud” Exception Does Not Apply.** Anthem next contends that it may
20 invoke an “intentional misrepresentations” exception to Noerr-Pennington.
21 Opp. 37–38. Not so. Although Anthem claims that “Defendants’ cited authorities
22 confirm” it applies here, Opp. 38, those courts uniformly rejected efforts to invoke
23 the exception, *see Kottle v. Nw. Kidney Ctrs.*, 146 F.3d 1056, 1063 (9th Cir. 1998);
24 *NM LLC v. Keller*, 2024 WL 4336428, at *5 (W.D. Wash. Sept. 27, 2024). In *Kottle*,
25 the Ninth Circuit affirmed dismissal under Noerr-Pennington because the plaintiff
26 failed to meet the “heightened pleading standard” with allegations demonstrating that
27 the defendant “so misrepresented the truth to the Department that the entire
28 [administrative] proceeding was deprived of its legitimacy.” 146 F.3d at 1063.

1 Anthem’s generalized allegations of across-the-board eligibility misrepresentations
2 likewise fall “far short of adequately alleging this variant of the sham exception,” *id.*,
3 particularly where Anthem must acknowledge that it prevails in many of the IDR
4 disputes at issue, including based on eligibility objections. It cannot be the case, as
5 Anthem would have it, that the proceedings are legitimate, and thus Noerr-
6 Pennington applies, only when Anthem wins; Providers’ petitioning activities are
7 protected regardless of the outcome.

8 Moreover, this “extraordinarily narrow” exception only applies to material
9 misrepresentations, not the alleged positions Providers took in the arbitrations here.
10 *U.S. Futures Exch., L.L.C. v. Bd. of Trade of the City of Chi.*, 953 F.3d 955, 963 (7th
11 Cir. 2020). The exception cannot apply if the alleged frauds “do not infect the core
12 of a case” such that “the outcome would have been the same.” *Balt. Scrap Corp. v.*
13 *David J. Joseph Co.*, 237 F.3d 394, 402 (4th Cir. 2001) (citation modified). Courts
14 thus require, for example, particularized allegations showing that the adjudicator
15 could not “detect the alleged false representation itself.” *Aventis Pharma S.A. v.*
16 *Amphastar Pharms., Inc.*, 2009 WL 8727693, at *13 (C.D. Cal. Feb. 17, 2009). That
17 standard is not met. Anthem concededly submitted eligibility objections. Even if
18 IDREs repeatedly ruled against Anthem—or even under Anthem’s implausible
19 theory that IDREs *ignored* this allegedly pertinent information—that does not mean
20 IDREs lacked the information to assess eligibility statements.

21 **III. All of Anthem’s Claims Fail on the Merits.**

22 Beyond the fundamental defects above, Anthem’s claims falter on the merits
23 for the various reasons discussed in Providers’ motion to dismiss: they flunk Rule
24 9(b)’s requirements and fail for claim-specific reasons as well.

25 **A. Anthem’s Complaint Flouts Rule 9(b).**

26 Across the board, Anthem’s claims fail Rule 9(b)’s particularity requirements.
27 Anthem baldly asserts that thousands of individual proceedings were categorically
28 fraudulent without providing the requisite details to sustain such sweeping claims.

1 Anthem fails to satisfy Rule 9(b) in alleging the Providers’ roles, proximate
2 causation, and Anthem’s purported injury. Mot. 12–15. The lack of particularity
3 belies the scope and breadth of Anthem’s (shifting) fraud theories.

4 The Eleventh Circuit’s recent opinion in the NSA context emphasized the high
5 bar Rule 9(b) sets. *See Reach Air*, 160 F.4th at 1121–23. There, like here, the
6 plaintiff failed to provide “precisely what statements” were at issue, the “time and
7 place of each such statement and the person responsible for making . . . them,” and
8 “the manner in which” they “misled the plaintiff.” *Id.* (citation omitted). Anthem
9 does not even attempt to argue that it complied with Rule 9(b) as to the “hundreds”
10 of unidentified IDR rulings it “estimates” were wrong. Opp. 11. That is particularly
11 telling, given that Anthem has the most information about health plans its members
12 use (*i.e.*, the supposed reason claims were ineligible for IDR) and of course has
13 information regarding any IDR proceedings it attacks here. Yet Anthem suggests it
14 can file a complaint bereft of details regarding thousands of individual arbitrations
15 and obtain intrusive and expensive discovery on each. That is not the law.

16 And while Anthem seeks to reframe some of its Rule 9(b) failures by claiming
17 it provided a few “examples,” Opp. 52, the particularity requirement may only be
18 “relaxed” in cases where—unlike here—plaintiffs “can not be expected to have
19 personal knowledge of the relevant facts[,]” *Neubronner v. Milken*, 6 F.3d 666, 672
20 (9th Cir. 1993). Regardless, Anthem’s examples do nothing to justify its allegations
21 lumping all Defendants together contrary to Rule 9(b). *Swartz v. KPMG LLP*, 476
22 F.3d 756, 764–65 (9th Cir. 2007) (*per curiam*).

23 **B. Anthem Fails to Allege a Civil RICO Claim.**

24 Anthem’s civil RICO claims fail for several reasons. Mot. 17–18. In
25 particular, Anthem cannot overcome the litigation-activities doctrine and lack of
26 proximate causation.

27 ***Litigation Activities.*** Anthem does not dispute that the “overwhelming weight
28 of authority” rejects any attempt to find civil RICO liability based on litigation

1 activities, including for arbitrations. *Pompy v. Moore*, 2024 WL 845859, at *15–16
2 (E.D. Mich. Feb. 28, 2024) (citation omitted); *see also Kim v. Kimm*, 884 F.3d 98,
3 104–05 (2d Cir. 2018) (collecting cases). Although quick to observe that the Ninth
4 Circuit in *United States v. Koziol* declined to apply the litigation-activities doctrine
5 to foreclose a Hobbs Act prosecution, Opp. 47, Anthem ignores that the court
6 endorsed the doctrine’s application in the civil context. Invoking precedents holding
7 “that RICO does not authorize suits by private parties asserting claims against
8 business or litigation adversaries, based on litigation activities, and seeking treble
9 damages, costs, and attorneys’ fees,” *Koziol* explained that these authorities applied
10 the bar in civil RICO cases based on “policy concerns relating to ensuring access to
11 the courts, promoting finality, and avoiding collateral litigation.” 993 F.3d 1160,
12 1174 (9th Cir. 2021). The criminal charges against Koziol, in contrast, had
13 “significant differences” meriting the bar not applying. *Id.* District courts have thus
14 held that the Ninth Circuit “support[s] the rule developed in other circuits that
15 litigation activity alone generally does not give rise to a civil RICO claim” and so
16 have dismissed civil RICO claims premised on litigation conduct. *Acres Bonusing,*
17 *Inc. v. Ramsey*, 2022 WL 17170856, at *12–13 (N.D. Cal. Nov. 22, 2022); *see Rose*
18 *v. Slater, Slater & Schulman, LLP*, 2025 WL 3691864, at *5 (C.D. Cal. Nov. 19,
19 2025) (report and recommendation adopted).

20 None of Anthem’s proposed distinctions warrant an exception to the litigation-
21 activities doctrine. Opp. 47–52.

22 *First*, Anthem invokes supposed “policy” reasons for manufacturing an
23 exception. Opp. 47. But none of Anthem’s cases adopted an exception like Anthem
24 proposes, and this Court should not be the first to do so. Indeed, in distinguishing
25 criminal Hobbs Act liability, *Koziol* noted the relevant “policy concerns” *favor*
26 applying the litigation-activities doctrine to civil RICO claims. 993 F.3d at 1174. As
27 explained, Anthem is wrong that preclusion doctrines do not apply to these
28 proceedings that Congress deemed “binding.” *Contra* Opp. 48; *supra* Part II.B. And

1 Anthem does not dispute that it has refused to invoke the mechanisms that allow it to
2 seek to cure any supposed “jurisdictional error[s]” in the underlying proceeding, *infra*
3 n.11 at 3—instead seeking the spectacle and perceived leverage of a civil RICO suit.
4 None of this supports a new exception to the litigation-activities doctrine.

5 *Second*, Anthem claims that this doctrine does not apply where a party
6 deceives a third party (like HHS). Opp. 49–50. This argument contradicts Anthem’s
7 position that this case *does not* involve the federal government for purposes of Noerr-
8 Pennington. *See supra* 12–13. In any event, none of its cases support Anthem’s
9 proposed exception in this case. Anthem relies principally on *United States v. Lee*,
10 Opp. 49–50, but *Lee* involved documents never filed in court and “not at all directed
11 toward influencing the courts[.]” 427 F.3d 881, 890 (11th Cir. 2005). The defendants
12 there never initiated litigation and never intended to do so; rather, filing suit would
13 have hindered their scheme. *See id.* That differs from the allegations here, which all
14 stem from fully-adjudicated IDR proceedings.

15 Nor does it matter that this case involves multiple litigations rather than just
16 one. *Contra* Opp. 50–51. Subsequent caselaw forecloses that exact argument. In
17 *Dees v. Zurlo*—cited by Anthem—plaintiffs attempted to distinguish *Kim* because it
18 involved only one lawsuit, whereas the plaintiffs’ allegations stemmed from multiple
19 proceedings. 2024 WL 2291701, at *5–6 (N.D.N.Y. May 21, 2024). The district
20 court rejected that distinction, holding that RICO claims cannot proceed where the
21 “gravamen of Plaintiffs’ complaint concerns [prior] litigation” and “[t]here are no
22 allegations . . . entirely unrelated to litigation.” *Id.* at *7. The Second Circuit
23 affirmed, noting that the alleged fraudulent conduct was “directly related to the
24 initiation or continuance of legal proceedings.” *Dees v. Knox*, 2025 WL 485019, at
25 *2 (2d Cir. Feb. 13, 2025).⁹ So too here. The alleged predicate conduct is all
26 litigation related, so the doctrine applies.

27 ⁹ Anthem’s reliance on *Carroll* is similarly misplaced. Opp. 49, 51. *Dees* has
28 overtaken it to the extent Anthem suggests the litigation-activities doctrine applies
only to a single underlying litigation, and the case involved predicate activity outside

1 **Proximate Cause.** Anthem cannot dispute that its civil RICO claim needs
2 “some direct relation between the injury asserted and the injurious conduct alleged.”
3 *Holmes v. Sec. Inv. Prot. Corp.*, 503 U.S. 258, 268 (1992). Nor can Anthem dispute
4 that neutral IDREs performed an independent investigation, found eligibility
5 satisfied, and then selected the offers at issue—thereby causing the “harm” alleged
6 in this case (rather than preventing that harm). Mot. 14. Or that Anthem’s own
7 actions (*e.g.*, the offer amounts it submitted) fed into those adverse determinations.
8 *See Reach Air*, 160 F.4th at 1124 (noting that “baseball-style arbitration in IDR
9 means that the selection of [one party]’s figure may have been the result of [the
10 second party]’s offer being unreasonably high”). And even though Anthem criticizes
11 IDREs’ incentives, it never claims they were “in on” the fraud. That reality is
12 dispositive here, because “[p]ursuant to traditional tort law principles of
13 causation . . . a judicial officer’s exercise of independent judgment in the course of
14 his official duties is a superseding cause that breaks the chain of causation.” *Galen*
15 *v. County of Los Angeles*, 477 F.3d 652, 663 (9th Cir. 2007); *see also Lockwood v.*
16 *Sheppard, Mullin, Richter & Hampton, LLP*, 2009 WL 9419499, at *5–6 (C.D. Cal.
17 Nov. 24, 2009).¹⁰

18 It gets worse. To escape the disconnect between the purported injury and the
19 Providers’ actions, Anthem contends that *initiation* fees caused injury. Opp. 57. But
20 besides ignoring that filing multiple claims is not illegal, that injects *more* disconnect
21 from what it must prove for its wire fraud-based claims—that the harm was caused
22 “by reason of” eligibility misrepresentations. Any alleged misstatement in the

23 _____
24 of litigation in any event. *See Carroll v. U.S. Equities Corp.*, 2020 WL 11563716, at
*9 (N.D.N.Y. Nov. 30, 2020).

25 ¹⁰ Anthem’s attempts to distinguish *Galen* because it involved a Section 1983 claim
26 decided at summary judgment hold no water. Opp. 57 n.30. The controlling
27 principles—that intervening actors break the causal chain—apply with full force
28 here. *See Dual Diagnosis Treatment Ctr. v. Centene Corp.*, 2021 WL 4464204, at
*2 (C.D. Cal. May 7, 2021) (applying *Galen* in granting motions to dismiss RICO
claims).

1 submission unquestionably did not cause Anthem to pay the fee, as under the
2 applicable procedure the initial fees are due upon filing regardless of whether it
3 succeeds or fails. Anthem’s focus on volume and the *filing* of claims makes its
4 proximate-cause link even more attenuated. And finally, Anthem does not dispute
5 that it still retains the ability to re-open the IDR proceedings and attempt to undo the
6 awards for purported jurisdictional defects.¹¹ None of Anthem’s cases holds that
7 proximate cause is satisfied in attenuated circumstances like those here. *Id.* at 56–
8 57. *Painters and Allied Trades v. Takeda Pharmaceuticals*, 943 F.3d 1243 (9th Cir.
9 2019), on which Anthem relies heavily, *Opp.* 56–57, did not involve—and thus did
10 not address—an intervening decision by a neutral third party in a position to prevent
11 the harm.

12 Anthem’s response repeats the same refrain about how IDREs allegedly did
13 not address all of the eligibility information Anthem supplied, supposedly nullifying
14 the IDREs’ role as an intervening actor in this multi-step civil RICO theory. *Id.* at 57.
15 But again, Anthem is wrong about IDREs’ role in determining eligibility. *See supra*
16 9–10. So this argument fails.

17 **C. Anthem Fails to Allege a Vacatur Claim.**

18 As explained, the sole avenue Congress provides for parties to seek relief after
19 an IDR loss is through a vacatur claim. But neither of Anthem’s bases for vacatur
20 satisfy the rigorous requirements. *Mot.* 18–20.

21 Anthem’s main response is that other *procedural* requirements under the FAA
22 do not apply. *Opp.* 26–27, 45–46. But Providers argue that Anthem’s claims falter
23 under § 10’s *substantive* requirements, which Congress directly incorporated. 42
24 U.S.C. § 300gg-111(c)(5)(E)(i)(II). And courts—even ones cited by Anthem—
25 directly acknowledge that these substantive requirements (and the caselaw
26

27 ¹¹ CMS, *Federal Independent Dispute Resolution (IDR) Technical Assistance for*
28 *Certified IDR Entities and Disputing Parties* 1, 3 (June 2025),
<https://www.cms.gov/files/document/idr-ta-errors-after-dispute-closure.pdf>.

1 interpreting them) apply when challenging an IDRE award. *See Reach Air*, 160 F.4th
2 at 1120–24 (incorporating caselaw interpreting the requirements for vacatur under
3 § 10 and the need to satisfy Rule 9(b)). Neither of Anthem’s vacatur theories meet
4 the rigorous substantive requirements for upending IDRE determinations.

5 For the § 10(a)(1) fraud theory, Anthem does not dispute that this claim fails
6 if IDREs (or Anthem) could have uncovered the purported fraud. Mot. 19; *see Pac.*
7 *& Arctic Ry. & Nav. Co. v. United Transp. Union*, 952 F.2d 1144, 1148 (9th Cir.
8 1991); *A.G. Edwards & Sons, Inc. v. McCollough*, 967 F.2d 1401, 1403 (9th Cir.
9 1992) (same test applies to vacatur for undue means). And Anthem concedes not
10 only that it could have discovered the supposedly fraudulent facts “during” the IDR
11 proceedings but that it *did* discover them and object to them. Anthem’s sole response
12 boils down to claiming that IDREs “exhibit[ed] a complete unwillingness to
13 respond . . . to any evidence or argument in support of” its position. Opp. 31 (citation
14 omitted). But its pleadings contradict this claim, acknowledging that IDREs both
15 ruled in Anthem’s favor nearly half the time and dismissed many disputes as
16 ineligible. *See supra* 10–11. In light of these realities, Anthem’s generic allegation
17 that *sometimes* IDREs overruled eligibility objections Anthem believes had merit
18 offers no basis to upend these awards *en masse*—especially given Congress’s
19 restriction on challenges to IDR awards and Rule 9(b). *See supra* Parts II.A, III.A.

20 For the § 10(a)(4) exceeding-authority theory, the question is whether
21 arbitrators had *authority* to decide the threshold issue (here, eligibility)—not whether
22 they ruled correctly. *See U.S. Life Ins. v. Superior Nat. Ins.*, 591 F.3d 1167, 1177
23 (9th Cir. 2010); *see also Reach Air*, 160 F.4th at 1119 (Section 10(a)(4) applies “only
24 when an arbitrator strays from interpretation and application of the agreement and
25 effectively dispenses his own brand of industrial justice.” (quotation modified)).
26 “[A]n arbitral decision ‘even arguably construing or applying the contract’ must
27 stand, regardless of a court’s view of its (de)merits.” *Oxford Health Plans LLC v.*
28 *Sutter*, 569 U.S. 564, 569 (2013) (citation omitted). Vacatur thus requires showing

1 that the arbitrator clearly had no authority to decide eligibility, not that they wrongly
2 decided eligibility. IDREs clearly *do* have such authority.

3 **D. All of Anthem’s Other Claims Fail.**

4 As previously explained, none of Anthem’s other claims can proceed for
5 various claim-specific reasons apart from the lack of particularity under Rule 9(b).
6 Mot. 20–21. Anthem’s defense of the state-law claims also runs afoul of California’s
7 litigation privilege, which shields Providers’ alleged statements within IDR
8 proceedings. *See, e.g., Moore v. Conliffe*, 7 Cal. 4th 634, 649 (1994).

9 **E. Amici Do Not Save Anthem’s Claims.**

10 The amicus briefs (filed by insurance groups that include Anthem’s parent as
11 a member) do nothing to salvage Anthem’s case. Rather than providing any legal
12 nuance supporting Anthem’s claims, Amici offer sweeping policy arguments echoing
13 Anthem’s complaints about the IDR process. *See, e.g., ABC Br. 9–10* (criticizing
14 “the statute and implementing regulations” as, in their view, insufficient because they
15 “rely on case-by-case challenges”); *AHIP Br. 2* (lamenting Congress’s choice of
16 “baseball-style” arbitration, including determinations “governed by short statutory
17 deadlines with limited opportunity for further review”). Of course, this case is not a
18 vehicle to change how IDREs are selected or rewrite the NSA. Further, Amici largely
19 ignore the multiple mechanisms open to parties to contest improper IDR awards. *See*
20 *Mot. 4–5*.

21 Moreover, Amici attempt to influence the Court’s decision with improper
22 extrinsic “factual” assertions beyond the Complaint’s allegations. *See ABC Br. 10*
23 (invoking a “summary” of an anonymous “Amici member’s experience,” multiple
24 levels of hearsay from an unnamed witness); *AHIP Br. 4* (basing arguments on an
25 alleged survey created by AHIP alongside an Anthem affiliate). The Court must
26 disregard those assertions, particularly at the pleading stage. *Holley v. Tripp*, 2024
27 WL 3966444, at *3 (D. Idaho Aug. 27, 2024) (“A party’s own declarations . . . do
28 not constitute a ‘source[] whose accuracy cannot reasonably be questioned.’”

1 (citation omitted)); *Orion Wine Imports, LLC v. Applesmith*, 440 F. Supp. 3d 1139,
2 1146 (E.D. Cal. 2020) (“[A]mici are not, absent a grant of intervention, parties to an
3 action and therefore cannot offer evidence on their own”).

4 In short, notwithstanding Amici’s generalized policy concerns—which must
5 be directed to Congress—this Court should dismiss the Complaint with prejudice.
6 See ABC Br. 11 (conceding the “structural issues with the IDR process are not before
7 the Court”).

8 **CONCLUSION¹²**

9 For these reasons, this Court should dismiss Anthem’s Amended Complaint
10 with prejudice.

11 Dated: February 24, 2026

Respectfully submitted,

12 JONES DAY

13 By: _____



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27 ¹² Providers also join and incorporate all arguments raised by the other defendants in
28 support of the motions to dismiss and the motions to strike under California’s Anti-
SLAPP statute.

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CERTIFICATE OF COMPLIANCE

The undersigned, counsel of record for the Providers, certifies that this brief contains 6,999 words, which complies with the word limit of L.R. 11-6.1.

Dated: February 24, 2026 JONES DAY

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