

IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF PENNSYLVANIA

UNITEDHEALTHCARE OF PENNSYLVANIA,
INC. d/b/a UNITEDHEALTHCARE
COMMUNITY PLAN,

Plaintiff,

vs.

NORTHSTAR ANESTHESIA OF
PENNSYLVANIA, LLC,

Defendant.

Case No. 25-cv-07187-MAK

**PLAINTIFF UNITEDHEALTHCARE OF PENNSYLVANIA’S RESPONSE TO
DEFENDANT’S SECOND NOTICE OF SUPPLEMENTAL AUTHORITY**

Plaintiff UnitedHealthcare of Pennsylvania, Inc. d/b/a UnitedHealthcare Community Plan (“United”), by and through undersigned counsel, respectfully responds to *Defendant’s Second Notice of Supplemental Authority*, [ECF No. 41], regarding the order in *Aetna Health Inc., et al. v. Radiology Partners, Inc., et al.*, No. 3:24-cv-1343-BJD-LLL (M.D. Fla. Apr. 16, 2026) (“*Aetna Order*”). The *Aetna Order* is inapposite to this case on both legal and factual grounds.

Aetna is legally distinguishable because *Aetna* brought claims related to its overpayment on “tens of thousands” of IDR awards that it sought to *vacate*. *Aetna Order* at 4. The *Aetna* court applied the “heavy burden” standard for vacatur and concluded that *Aetna* could not meet it. Central to the *Aetna* court’s analysis was whether *Aetna* had pleaded its claim “in a manner to allow for review of the IDR awards.” *Aetna Order* at 7. That analysis is irrelevant here: United is neither seeking review nor vacatur of any IDR award.

The factual circumstances are also materially different. *Aetna* involved a scheme in which the defendants allegedly submitted “tens of thousands” of *commercial insurance claims* through

the wrong provider's tax identification number to obtain higher reimbursement rates. *Aetna* Order at 4. Here, United's claim is far more fundamental: NorthStar illegally submitted an ineligible *Medicaid claim* to the IDR process. The NSA's IDR process simply does not apply to Medicaid claims. Moreover, the *Aetna* court found Aetna's failure to "challeng[e] the IDR disputes on the basis that they were wrongfully submitted" and "failure to raise the issue in the IDR disputes" was "fatal to Aetna's position." *Aetna* Order at 8-9. Here, the opposite is true. United objected to NorthStar's false attestation of eligibility at every available opportunity in the IDR process. The *Aetna* court's "fatal flaw" rationale simply has no application to the facts before this Court. United's case presently before this Court relates to a single Medicaid claim that was never eligible for the NSA IDR arbitration process and for which United and NorthStar never agreed to arbitrate. Unlike in *Aetna*, United alleged all facts relevant to (a) the Medicaid claim at issue, and (b) NorthStar's conduct in illegally triggering the inapplicable IDR process.

Finally, the *Aetna* Order was issued by the Middle District of Florida applying Eleventh Circuit law, which is not binding on this Court. United respectfully submits that the *Aetna* Order does not support Defendant's Motion to Dismiss.

Dated: April 27, 2026

/s/ Jordan Hughes

Jordan Hughes (PA Bar No. 330649)

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CERTIFICATE OF SERVICE

I hereby certify that on April 27, 2026, the foregoing was electronically filed with the Clerk of the United States District Court for the Eastern District of Pennsylvania using the CM/ECF system, which sent notifications of such filing to all registered CM/ECF users.

DATED: April 27, 2026

/s/ Jordan Hughes
Jordan Hughes
Attorney for Plaintiff