

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

UNITEDHEALTHCARE OF)	
PENNSYLVANIA, INC. d/b/a)	
UNITEDHEALTHCARE COMMUNITY)	
PLAN,)	
)	
Plaintiff,)	Civil Action No. 2:25-cv-07187-MAK
)	
v.)	
)	
NORTHSTAR ANESTHESIA OF)	
PENNSYLVANIA LLC.)	
)	
Defendant.)	

DEFENDANT’S NOTICE OF SUPPLEMENTAL AUTHORITY

Defendant NorthStar Anesthesia of Pennsylvania, LLC (“NorthStar”) respectfully gives notice to the Court regarding an order dismissing with prejudice all claims in *Anthem Blue Cross Life and Health Insurance Company, et al. v. HaloMD LLC, et al.*, No. 8:25-cv-01467-KES (C.D. Cal. Apr. 9, 2026) (Scott, M.J.), ECF No. 135 (the *Anthem* Order), attached hereto as Exhibit A.

The *Anthem* case involved health insurer plaintiffs who alleged that healthcare providers committed fraud by submitting ineligible billing disputes to the independent dispute resolution (“IDR”) process under the No Surprises Act (“NSA”). The health insurer plaintiffs in *Anthem* brought a variety of federal and state law claims, including state law claims sounding in fraud, and asserted, *inter alia*, federal question jurisdiction based on the NSA.

The Central District of California court held that a plaintiff cannot establish fraud—necessary to warrant vacatur under 9 U.S.C. § 10(a)(1)—when it knew of the alleged fraud and had a meaningful opportunity to object during the IDR process. *Anthem* Order at 14–16. The court rejected the argument that IDREs are financially incentivized to disregard eligibility objections, finding that “this fee structure is part of the IDR rules established by Congress” and is “not akin

to bad faith or bribery.” *Anthem* Order at 14–18. The court further reasoned that arguments about the IDR process being “deeply flawed” are “policy-based arguments [that] would be better directed at Congress which alone has the power to rewrite the NSA.” *Anthem* Order at 18–20.

NorthStar respectfully requests the Court consider the *Anthem* Order in connection with the pending Motion to Dismiss.

Respectfully submitted on April 15, 2026.

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CERTIFICATE OF SERVICE

I hereby certify that on April 15, 2026, I electronically filed the foregoing Defendant NorthStar Anesthesia of Pennsylvania LLC's Notice of Supplemental Authority with the Clerk of Court using the CM/ECF system which will automatically send email notification of such filing to all Counsel of Record. The filing is available for viewing and downloading from the ECF system.

/s/ Julie A. Busta _____

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EXHIBIT A

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8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA

10 ANTHEM BLUE CROSS LIFE
11 AND HEALTH INSURANCE
12 COMPANY, et al.,

13 Plaintiffs,

14 v.

15 HALOMD LLC, et al.,

16 Defendants.

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

MEMORANDUM OPINION
AND ORDER

17
18 I.

19 INTRODUCTION

20 In July 2025, Anthem Blue Cross Life and Health Insurance Company and
21 Blue Cross of California d/b/a Anthem Blue Cross (“Plaintiffs” or “Anthem”) filed
22 this civil lawsuit. (Dkt. 1.) The operative First Amended Complaint (“FAC” at
23 Dkt. 50) names the following Defendants:

24 (1) HaloMD, LLC (“HaloMD”) and its president, Alla LaRoque

25 (collectively, the “HaloMD Defendants”);

26 (2) MPOWERHealth Practice Management, LLC and its CEO, Scott

27 LaRoque (collectively, the “MPOWERHealth Defendants”);

28 (3) Bruin Neurophysiology, P.C.; iNeurology, PC; N Express, PC; and

1 North American Neurological Associates, PC (collectively, the
2 “LaRoque Family Providers”);

3 (4) Sound Physicians Emergency Medicine of Southern California, P.C. and
4 Sound Physicians Anesthesiology of California, P.C. (collectively, the
5 “Sound Physicians Providers”).

6 (FAC at 2.)

7 Plaintiffs’ claims arise out of the mandatory, independent dispute resolution
8 (“IDR”) process to resolve certain types of billing disputes between health plans
9 and out-of-network providers established by the federal No Surprises Act (“NSA”).

10 The FAC provides this overview of the NSA’s IDR process:

11 [T]he NSA created a separate framework outside the judicial process
12 for health plans and providers to resolve specific types of eligible
13 surprise billing disputes. See 42 U.S.C. § 300gg-111(c). The
14 framework consists of (1) open negotiations—a required 30-business-
15 day period to try resolving the dispute informally; (2) an IDR process
16 for “qualified IDR items and services” if no agreement is reached; and
17 (3) if applicable, a payment determination from private parties called
18 certified IDR entities (“IDREs”).

17 (FAC at 12, ¶ 43.)

18 Most of the Defendants are healthcare providers. HaloMD “initiates and
19 administers IDR proceedings on behalf of healthcare providers” like the other
20 Defendants. (Id. at 4, ¶ 6.)

21 The FAC asserts the following federal claims:

22 Count One: Violations of the Racketeering Influenced and Corruption
23 Organizations Act (“RICO”), 18 U.S.C. § 1962(d), against the LaRoque Family
24 Providers, the HaloMD Defendants, and the MPOWERHealth Defendants (alleged
25 to be the “LaRoque Family Enterprise”), based on allegations that these Defendants
26 engaged in mail and wire fraud, or conspired in such fraud, by submitting billing
27 disputes to the IDR process that they knew were ineligible, accompanied by false
28 attestations of eligibility. (Id. at 3, ¶ 3; id. at 24, ¶ 93.)

1 Count Two: Similar violations of RICO, 18 U.S.C. § 1962(d), against the Sound
2 Physicians Providers and HaloMD (alleged to be the “Sound Physicians
3 Enterprise”).

4 Count Three: Similar violations of RICO, 18 U.S.C. § 1962(c), against the
5 LaRoque Family Enterprise.

6 Count Four: Similar violations of RICO, 18 U.S.C. § 1962(c), against the Sound
7 Physicians Enterprise.

8 Count Eleven: Vacatur of IDR determinations under the NSA, 42 U.S.C.
9 § 300gg-111(c)(5)(E), against all Defendants.

10 Count Twelve: Equitable relief under the Employee Retirement Income
11 Security Act of 1974 (“ERISA”), 29 U.S.C. § 1132(a)(3).

12 Count Thirteen: Declaratory and injunctive relief.

13 The FAC asserts the following state law claims:

14 Count Five: Fraudulent misrepresentation against all members of the LaRoque
15 Family Enterprise.

16 Count Six: Fraudulent misrepresentation against all members of the Sound
17 Physicians Enterprise.

18 Count Seven: Negligent misrepresentation against all members of the LaRoque
19 Family Enterprise.

20 Count Eight: Negligent misrepresentation against all members of the Sound
21 Physicians Enterprise.

22 Count Nine: Violations of the Unfair Competition Law (“UCL”) at California
23 Business & Professions Code §§ 17200 et seq. against all members of the LaRoque
24 Family Enterprise.

25 Count Ten: Violations of the UCL against all members of the Sound Physicians
26 Enterprise.

27 Defendants responded to the FAC by filing the following motions:

28 ///

Dkt.	Motion	Movants	Briefs ¹
69	Motion to Dismiss FRCP 12(b)(1) & (6)	Sound Physicians Providers	Oppo: 93 Reply: 117
72	Motion to Dismiss FRCP 12(b)(2)	MPOWERHealth Practice Management, LLC	Oppo: 93 Reply: 123
73	Motion to Dismiss FRCP 12(b)(6)	MPOWERHealth Practice Management, LLC and LaRoque Family Providers	Oppo: 93 Reply: 124
76	Motion to Dismiss FRCP 12(b)(1), (2) & (6)	HaloMD	Oppo: 93 Reply: 120
77	Motion to Dismiss FRCP 12(b)(1), (2) & (6)	Alla & Scott Laroque	Oppo: 93 Reply: 121
68	Special Motion to Strike (Anti-SLAPP)	Sound Physicians Providers	Oppo: 92 Reply: 118
78	Special Motion to Strike (Anti-SLAPP)	HaloMD Defendants	Oppo: 92 Reply: 122
74	Joinder in Dkt. 68 & 78	MPOWERHealth Practice Management, LLC and LaRoque Family Providers	See above

On March 10, 2026, the Court held oral argument. (Dkt. 127 (minutes); Dkt. 132 (hearing transcript); Dkt. 134 (presentation decks).) For reasons explained in detail below, the Court:

- (1) GRANTS, without leave to amend, the motions to dismiss brought under Federal Rule of Civil Procedure 12(b)(6) challenging Count Eleven for vacatur (Dkt. 69, 73, 76, 77), because the facts alleged in the FAC establish no authorized basis for the district court to vacate any IDR determinations;
- (2) GRANTS, without leave to amend, the motions to dismiss brought under Federal Rule of Civil Procedure 12(b)(1) asserting lack of subject matter jurisdiction over the remaining federal claims (Dkt. 69, 76, 77)

¹ In addition to the briefs listed in the chart, the Court reviewed amicus briefs filed at Dkt. 80-1, 99, and 101.

1 because, aside from vacatur authorized by 42 U.S.C.

2 § 300gg111(c)(5)(E)(i)(II), the NSA precludes judicial review of IDR
3 determinations, regardless of the legal theory under which judicial
4 review is sought;

5 (3) DECLINES to exercise supplemental jurisdiction over the FAC’s state
6 law claims and DISMISSES them without prejudice (see 28 U.S.C.
7 § 1367(c)); and

8 (4) DENIES, without prejudice, the anti-SLAPP motions to strike the state
9 law claims (Dkt. 68, 74, 78) as moot because the Court dismissed the
10 state law claims rather than exercising supplemental jurisdiction.

11 II.

12 SUMMARY OF THE FAC’S FACTUAL ALLEGATIONS

13 A. The NSA’s IDR Process.

14 “Effective January 1, 2022, the NSA banned surprise billing for three
15 categories of out-of-network care: (1) emergency services; (2) non-emergency
16 services at in-network facilities; and (3) air ambulance services. See 42 U.S.C.
17 §§ 300gg-131, 300gg-132, 300gg-135.” (FAC at 12, ¶ 42.) When a health plan
18 like Anthem receives a claim for out-of-network services subject to the NSA ...,
19 the health plan is supposed to make “an initial payment or issue a notice of denial
20 of payment within 30 days. See 42 U.S.C. § 300gg-111(a)(1)(C)(iv)(I).” (Id. ¶ 44.)

21 “If the provider is dissatisfied with the initial payment, then the provider or
22 its designee may initiate open negotiations with the health plan by providing
23 formal written notice to the health plan within 30 business days of the initial
24 payment or notice of denial. 42 U.S.C. § 300gg-111(c)(1)(A).” (Id. ¶ 45.) “After
25 initiating open negotiations, the provider must attempt in good faith to negotiate a
26 resolution with the health plan over the 30-business-day open negotiations period.”
27 (Id. at 12-13, ¶ 45.) “If the provider initiates and exhausts the 30-day open
28 negotiations period, and ‘the open negotiations ... do not result in a determination

1 of an amount of payment for [the] item or service,’ then the provider may initiate
2 the IDR process. See 42 U.S.C. § 300gg-111(c)(1)(B); 45 C.F.R. § 149.510(b)(2)(i).”
3 (Id. at 13, ¶ 46.) Providers must initiate the IDR process within four business days
4 after exhausting the open negotiations period. (Id.)

5 “When initiating the IDR process, providers must, among other things,
6 submit an attestation that the items and services in dispute are qualified IDR items
7 or services within the scope of the IDR process.” (Id. at 15, ¶ 53.) To be qualified,
8 the following conditions must be met:

- 9 a. The underlying services are within the NSA’s scope, meaning they
10 are out-of-network emergency services, non-emergency services at
11 participating facilities, or air ambulance services;
- 12 b. The services involve a patient with healthcare coverage through a
13 group plan or health insurer subject to the NSA (e.g., not coverage
14 through government programs like Medicare or Medicaid);
- 15 c. A state surprise billing law (referred to as a “specified state law” in
16 the NSA) does not apply to the dispute;
- 17 d. The underlying services were covered by the patient’s health
18 benefit plan (i.e., payment was not denied);
- 19 e. The patient did not waive the NSA’s balance billing protections;
- 20 f. The provider initiated and exhausted open negotiations;
- 21 g. The provider initiated the IDR process within 4 business days after
22 the open negotiations period was exhausted; and
- 23 h. The provider has not had a previous IDR determination on the
24 same services and against the same payor in the previous 90
25 calendar days.

26 (Id. at 13-14, ¶ 48 (citing 42 U.S.C. § 300gg-111(c)(1)(B); 45 C.F.R. § 149.510(a)(2)(xi),
27 (b)(2)).)

28 Providers initiating the IDR process must do so “online through a federal

1 ‘IDR Portal.’” (Id. at 16, ¶ 54.) The initiating party must agree to certain terms
2 and conditions, including a notice that they will need to submit an “[a]ttestation
3 that qualified IDR items or services are within the scope of the Federal IDR
4 process.” (Id. ¶ 58.) “After agreeing to the terms and conditions, initiating parties
5 must answer certain ‘Qualification Questions’ through an online form. If the
6 answers to the Qualification Questions indicate that the dispute is not eligible for
7 IDR, the form will provide an alert and prevent the initiating party from
8 proceeding.” (Id. at 17, ¶ 59.) “After successfully completing the Qualification
9 Questions, the initiating party is asked to complete the Notice of IDR Initiation
10 Form,” which requires inputting “a variety of relevant information.” (Id. at 18,
11 ¶ 63.) At the end of this process, the initiating party must attest, via electronic
12 signature, that the “item(s) and/or service(s) at issue are qualified item(s) and/or
13 services(s) within the scope of the Federal IDR process.” (Id. ¶ 64.)

14 A copy of the Notice of IDR Initiation is sent electronically to “the non-
15 initiating party (i.e., the health plan), the IDRE, and the Departments.”² (Id. ¶ 65.)
16 “[T]he parties select, or HHS appoints, an IDRE. 42 U.S.C. § 300gg-111(c)(4)(F).”
17 (Id. at 19-20, ¶ 72.) The IDRE is directed by regulation to “‘determine whether the
18 Federal IDR process applies.’ 45 C.F.R. § 149.510(c)(1)(v).” (Id. at 20, ¶ 73.)
19 Guidance published by the government agencies that oversee the IDR process
20 instruct non-initiating parties who believe that the IDR process does not apply how
21 to submit relevant information through the portal. (Dkt. 76-5 at 18, § 5.5.³) The
22

23 ² The FAC defines the “Departments” as the Department of Health and
24 Human Services (“HSS”), the Department of Labor, and the Department of the
25 Treasury. (FAC at 15 n.9.) The Centers for Medicare & Medicaid Services
26 (“CMS”) is the federal agency within HSS primarily charged with implementing
the IDR process. (Id. ¶ 52.)

27 ³ The Court GRANTS the request for judicial notice (Dkt. 76-2) and
28 considers the guidance documents as a factual description of how the IDR process
is supposed to work, not as evidence of how it actually worked for any particular

1 IDRE “must determine whether the Federal IDR Process is applicable.” (Id.)
2 IDREs can and do reject some disputes as ineligible for IDR. (FAC at 22, ¶ 80
3 (citing 42 U.S.C. § 300gg-111(c)(5)(F)).)

4 “[I]f the IDRE determines the IDR process applies, then the IDRE proceeds
5 to a payment determination. 42 U.S.C. § 300gg-111(c)(5)(A).” (Id. at 20, ¶ 74.)

6 “IDR payment determinations resemble a baseball-style dispute resolution where
7 the provider and health plan each submit an offer, and the IDRE selects one party’s
8 offer as the out-of-network rate. 42 U.S.C. § 300gg-111(c)(5)(B).” (Id. ¶ 75.)

9 “An IDR determination for a ‘qualified IDR item or service’ is ‘binding’ unless
10 there was ‘a fraudulent claim or evidence of misrepresentation of facts presented to
11 the IDR entity involved regarding such claim[.]’ 42 U.S.C. § 300gg-111(c)(5)(E)(i).”

12 (Id. at 21, ¶ 77.) There is, however, a “process for reopening disputes to correct
13 errors” and rescind payment determinations, including errors in eligibility

14 determinations. (Dkt. 76-8 at 2, 4.) Additionally, the government can revoke an
15 IDRE’s certification for submitting false data or exhibiting a “pattern or practice of
16 noncompliance” with the applicable requirements. (Dkt. 76-6 at 37, § 12.)

17 “Parties to IDR proceedings are responsible for payment of two fees. First,
18 both parties must pay a non-refundable administrative fee—currently \$115—when
19 the dispute is initiated. This fee is not recoverable even when the IDRE determines
20 that the dispute does not qualify for IDR, or even when the initiating party later
21 voluntarily withdraws the dispute. Second, both parties must pay an IDRE fee
22 before the IDRE makes the payment determination. The IDRE fee is set by the
23 specific IDRE and depends on the type of IDR submitted, but ranges from \$200 to
24 \$1,173.” (FAC at 21, ¶ 79.) The non-prevailing party is responsible for paying
25 both its administrative fee and the whole IDRE fee. (Id. at 21-22, ¶ 79.)

26
27 _____
28 billing dispute.

1 **B. Defendants’ Alleged Wrongdoing.**

2 Plaintiffs allege that Defendants use three “tactics” to turn the NSA’s IDR
3 process “into a vehicle for fraud.” (*Id.* at 25, ¶ 94.) First, “Defendants manipulate
4 the IDR process by strategically submitting massive numbers of open negotiations
5 and IDR initiations—hundreds of which are patently ineligible for IDR—in an
6 attempt to overwhelm the ability of health plans like Anthem to contest claims,
7 confuse and swamp IDREs, and manipulate the IDR process.” (*Id.* at 24, ¶ 93.)
8 The NSA does not impose a numeric limit on IDR claims, but it does have
9 batching rules. (*Id.* at 53, ¶ 226; Dkt. 76-5 at 22, § 6.1.3.)

10 Second, “Defendants capitalize on flaws in the IDR process by submitting—
11 and often prevailing with—outrageous payment offers that they could never
12 receive on the open market, including many that exceed the Provider Defendants’^[4]
13 own billed charges.” (FAC at 24, ¶ 93.) As discussed above, the mandatory IDR
14 process is a baseball-style arbitration where the IDRE must pick the more
15 reasonable number based on certain authorized considerations. (*Id.* at 20, ¶ 75.)

16 Third, “Defendants make repeated false statements, representations, and
17 attestations of eligibility to Anthem, the IDREs, and the Departments” via the
18 submission portal. (*Id.* at 24, ¶ 93.) Plaintiffs allege that between January 2024
19 and August 2025, Defendants initiated at least 1,500 IDR proceedings against
20 Anthem consisting of more than 2,000 separate services. (*Id.* at 32-33, ¶ 127.)
21 Plaintiffs “determined that approximately 47 percent of these disputes were
22 ineligible for IDR” (*Id.* at 33, ¶ 128.) But in many of those cases, the IDREs
23 found the claim eligibility despite Anthem’s evidence, so “Defendants illicitly
24 secured millions of dollars in improper IDR awards.” (*Id.*) Plaintiffs allege that
25 the IDREs routinely make errors in eligibility determinations because (1) they are

26
27 ⁴ The FAC defines “Provider Defendants” to include the LaRoque Family
28 Providers and the Sound Physicians Providers. (FAC at 2.)

1 only compensated when a dispute reaches a payment determination, and (2) they
 2 are overwhelmed by a “staggering volume of disputes” and “cannot complete
 3 fulsome reviews [of eligibility evidence] in the timeline provided by the NSA.”
 4 (Id. at 22, ¶ 80; id. at 28, ¶¶ 105-06.)

5 The FAC describes the following eleven IDR determinations as examples of
 6 outcomes that IDREs wrongly decided because of these tactics:

	No.	Defendant	Ineligibility Reason
1	DISP-918898	Bruin Neuro-physiology	Plaintiff Anthem Blue Cross Life and Health Insurance Company (“ABCLH”) “submitted an objection to eligibility asserting that Bruin had not filed its IDR proceeding within the required time.” FAC at 44, ¶ 171.
2	DISP-1455557	North American Neurological Associates (“NANA”)	“Anthem Payment Disputes, on behalf of ABCLH, submitted an objection to eligibility” stating that NANA “failed to engage in the 30-business day open negotiation period.” <u>Id.</u> at 44-45, ¶ 176.
3	DISP-1455555	NANA	Same as above. <u>Id.</u> at 45-46, ¶ 181.
4	DISP-2193991	N Express	Plaintiff Anthem Blue Cross (“ABC”) “submitted an objection to eligibility” stating that the claim was “ineligible for IDR under the NSA because a state surprise billing law applies.” <u>Id.</u> at 46-47, ¶ 187.
5	DISP-2193967	N Express	Same as above. <u>Id.</u> at 47, ¶ 193.
6	DISP-945678	N Express	Same as above. <u>Id.</u> at 48, ¶ 199.
7	DISP-937342	iNeurology	ABC told HaloMD that the service was ineligible because it was “a service for which no plan benefits were payable in the first place,” but HaloMD still initiated IDR. <u>Id.</u> at 49, ¶¶ 203-05.
8	DISP-932222	Sound Physicians Emergency Medicine of Southern California (“SPEMSC”)	“The notice of open negotiation attached a spreadsheet with dozens of claims” <u>Id.</u> at 53, ¶ 226. The claims were for services “rendered to members of self-funded Anthem plans and non-Anthem plans in addition to the services rendered to a member of a fully insured Anthem plan.” <u>Id.</u> at 54, ¶ 227. Plaintiffs

1			objected to the IDR initiation, stating, “Batched services include multiple Membership types.” <i>Id.</i> ¶ 228.	
2				
3	9	DISP-1289721	SPEMSC	ABC “submitted an objection to eligibility” stating that the claim was “ineligible for IDR under the NSA because it involved a Medicare/ Medicaid claim” <i>Id.</i> at 55, ¶ 234.
4				
5				
6	10	DISP-1568233	SPEMSC	ABCLH “submitted an objection to eligibility” stating that the claim was ineligible for IDR under the NSA because “a state surprise billing law applies.” <i>Id.</i> at 56, ¶ 240.
7				
8				
9	11	DISP-2639953	Sound Physicians Anesthesiology of California	ABC “submitted an objection to eligibility” stating that the claim was ineligible for IDR under the NSA because “a state surprise billing law applies.” <i>Id.</i> at 57, ¶ 247.
10				
11				

12 **III.**

13 **DISCUSSION**

14 **A. Count Eleven: Vacatur.**

15 **1. Applicable Law.**

16 The NSA’s provision for baseball-style arbitration requires the IDRE to
 17 select one of the party’s offers to resolve qualified IDR billing disputes, as follows:

18 (5) Payment Determination

19 (A) In general

20 Not later than 30 days after the date of selection of the certified IDR
 21 entity with respect to a determination for a qualified IDR item or
 22 service, the certified IDR entity shall—

- 23 (i) taking into account the considerations specified in
 24 subparagraph (C), select one of the offers submitted under
 25 subparagraph (B) to be the amount of payment for such item or
 26 service determined under this subsection for purposes of
 27 subsection (a)(1) or (b)(1), as applicable; and
- 28 (ii) notify the provider or facility and the group health plan or
 health insurance issuer offering group or individual health
 insurance coverage party to such determination of the offer
 selected under clause (i).

42 U.S.C. § 300gg111(c)(5)(A).

1 The NSA limits judicial review of IDRE determinations, as follows:

2 (E) Effects of determination

3 (i) In general

4 A determination of a certified IDR entity under subparagraph (A) —

5 (I) shall be binding upon the parties involved, in the absence of a
6 fraudulent claim or evidence of misrepresentation of facts
7 presented to the IDR entity involved regarding such claim; and

8 (II) ***shall not be subject to judicial review, except in a case
9 described in any of paragraphs (1) through (4) of section
10 10(a) of title 9.***

11 42 U.S.C. § 300gg111(c)(5)(E)(i) (emphasis added). The reference to “paragraphs
12 (1) through (4) of section 10(a) of title 9” is a reference to the Federal Arbitration
13 Act (“FAA”). Those paragraphs describe the four circumstances under which a
14 district court can vacate an arbitrator’s award under the FAA, as follows:

15 (a) In any of the following cases the United States court in and for the
16 district wherein the award was made may make an order vacating the
17 award upon the application of any party to the arbitration—

18 (1) where the award was procured by corruption, ***fraud***, or
19 ***undue means***;

20 (2) where there was evident partiality or corruption in the
21 arbitrators, or either of them;

22 (3) where the arbitrators were guilty of misconduct in refusing
23 to postpone the hearing, upon sufficient cause shown, or in refusing
24 to hear evidence pertinent and material to the controversy; or of any
25 other misbehavior by which the rights of any party have been
26 prejudiced; or

27 (4) where ***the arbitrators exceeded their powers***, or so
28 imperfectly executed them that a mutual, final, and definite award
upon the subject matter submitted was not made.

9 U.S.C. § 10(a)(1)-(4) (emphasis added to identify the grounds for vacatur alleged
in the FAC at 85, ¶¶ 357-58).

While the NSA is a recent law, Congress enacted the FAA years ago. As a
result, case law defines what circumstances satisfy subparagraphs (1) and (4). A
party moving for vacatur under § 10(a)(1) must establish: (1) fraud, by clear and
convincing evidence, (2) which was not discoverable upon the exercise of due

1 diligence prior to or during the arbitration, and (3) which was materially related to
2 an issue in the arbitration. Pac. & Arctic Ry. & Navigation Co. v. United Transp.
3 Union, 952 F.2d 1144, 1148 (9th Cir. 1991). “[W]here the fraud or undue means is
4 not only discoverable, but discovered and brought to the attention of the arbitrators,
5 a disappointed party will not be given a second bite at the apple.” A.G. Edwards &
6 Sons, Inc. v. McCollough, 967 F.2d 1401, 1404 (9th Cir. 1992).

7 “Undue means” in the context of § 10(a)(1) refers to conduct that “is immoral
8 if not illegal.” Id. at 1403. Vacatur under this provision “requires a showing of
9 bad faith during the arbitration proceedings, such as bribery, undisclosed bias of
10 the arbitrator, or willfully destroying evidence, and further requires that such
11 evidence of fraud was unavailable to the arbitrator during the course of the
12 proceeding.” Dandong Shuguang Axel Corp. v. Brilliance Mach. Co., No. C 00-
13 4480 SC, 2001 WL 637446, at *5, 2001 U.S. Dist. LEXIS 7493, at *18 (N.D. Cal.
14 June 1, 2001) (citation omitted). Like fraud, the undue means must be (1) not
15 discoverable upon the exercise of due diligence prior to or during the arbitration,
16 (2) materially related to an issue in the arbitration, and (3) established by clear and
17 convincing evidence. A.G. Edwards, 967 F.2d at 1404.

18 For vacatur under § 10(a)(4), arbitrators “exceed their powers when they
19 express a ‘manifest disregard of law,’ or when they issue an award that is
20 ‘completely irrational.’” Bosack v. Soward, 586 F.3d 1096, 1104 (9th Cir. 2009)
21 (citation omitted). “For an arbitrator’s award to be in manifest disregard of the
22 law, it must be clear from the record that the arbitrator recognized the applicable
23 law and then ignored it.” Id. (citation modified). Mere “misinterpretations of the
24 law” do not justify vacatur. French v. Merrill Lynch, Pierce, Fenner & Smith, Inc.,
25 784 F.2d 902, 906 (9th Cir. 1986).

26 Sometimes an arbitration agreement delegates the issue of arbitrability to the
27 arbitrator. When that happens, “the arbitrator’s interpretation of the scope of his
28 powers is entitled to the same level of deference as his determination on the

1 merits.” See Schoenduve Corp. v. Lucent Techs., Inc., 442 F.3d 727, 733 (9th Cir.
2 2006).

3 **2. Relevant Allegations.**

4 Plaintiffs seek “vacatur of individual IDR determinations under 42 U.S.C.
5 § 300gg-111(c)(5)(E)” because “[e]ach individual IDR determination at issue” was
6 procured by fraud and undue means in the form of false eligibility attestations, and
7 “the IDREs exceeded their powers by issuing payment determinations on items and
8 services that are not qualified IDR items and services within the scope of the
9 NSA’s IDR process.” (FAC at 85, ¶¶ 356-58.) Plaintiffs do not list all the IDR
10 determinations they seek to vacate, but they allege that “the list of IDR payment
11 determinations subject to vacatur is expected to increase during the pendency of
12 the case.” (Id. ¶ 359.) Plaintiffs pray for “vacatur of the underlying IDR
13 determinations.” (Id. at 88 (prayer for relief).)

14 **3. Analysis.**

15 Plaintiffs argue, “Anthem is seeking judicial review of Defendants’ NSA
16 Schemes, and not any individual IDRE payment determination.” (Dkt. 93 at 48.)
17 But Plaintiffs’ claim for vacatur, while pled in the alternative, seeks to vacate
18 “each individual IDR determination at issue.” (FAC at 85, ¶ 356.) Plaintiffs’ other
19 fraud-based claims, like RICO, could not be litigated without deciding whether
20 Defendants made false eligibility attestations, a decision that would necessarily re-
21 examine eligibility determinations made by IDREs.

22 a. Fraud.

23 First, Plaintiffs urge the Court not to follow the above-cited Ninth Circuit
24 cases and instead look to Eleventh Circuit cases. (Dkt. 93 at 49.) But Ninth
25 Circuit cases are binding on this district court.

26 Next, Plaintiffs argue that the requirements discussed in Pacific & Artic
27 Railway and A.G. Edwards cannot be fairly applied to the NSA IDR process
28 because the Ninth Circuit test “presumes the existence of an opportunity to litigate

1 the alleged fraud” before the arbitrator. (Id.) Plaintiffs did not allege facts showing
2 that Anthem cannot litigate eligibility within the IDR process. Indeed, the FAC’s
3 allegations show that participants in the IDR process can tell the IDRE if they
4 believe a dispute is ineligible and why. (FAC at 30, ¶¶ 115, 118 (describing how
5 Anthem objects to unqualified items).) “The baseball-style dispute resolution
6 process ... is premised on the notion that ineligible claims will be weeded out at
7 the outset.” (Id. at 30, ¶ 113; see also Dkt. 76-5 at 18, § 5.5 (“If the non-initiating
8 party believes that the Federal IDR Process is not applicable, the non-initiating
9 party must notify the Departments by submitting the relevant information through
10 the Federal IDR portal as part of the certified IDR entity selection process.”).

11 Plaintiffs objected to eligibility for all the sample determinations identified
12 in the FAC and summarized in the chart on pages 10 to 11, above. IDREs are
13 instructed that they “must determine whether the Federal IDR Process is
14 applicable.” (Dkt. 76-5 at 18, § 5.5.) IDREs can, and sometimes do, determine
15 that a billing dispute is not eligible. (FAC at 30, ¶ 115 (alleging that most, but not
16 all, of “Defendants’ ineligible disputes reach a payment determination” despite
17 “Anthem’s objections”).)

18 Plaintiffs point to procedural rules for arbitration in other forums, such as
19 rules providing for in-person hearings, cross-examination, and written decisions
20 explaining the arbitrator’s reasoning. (Dkt. 93 at 49.) But such procedures are not
21 necessary to bring allegedly fraudulent eligibility attestations to an IDRE’s attention.
22 If the Court were to adopt Plaintiffs’ position, then nearly every eligibility
23 determination disputed by an IDR participant would be subject to review in federal
24 court. That would be inconsistent with the NSA’s creation of a streamlined IDR
25 process for resolving surprise billing disputes and its limitations on judicial review.

26 As aptly put by the Sound Physicians Providers, by alleging that Plaintiffs
27 knew about the false eligibility attestations and objected, “Anthem has pleaded
28 itself out of court,” at least as to vacatur based on fraud, because the “fraud” was

1 known during the IDR and disclosed to the IDRE. (Dkt. 69-1 at 22.) As a result,
2 the FAC’s allegations, even if accepted as true, do not establish the kind of “fraud”
3 that justifies vacatur under § 10(a)(1). Plaintiffs have not identified even one
4 example of an IDR determination for which they could amend and allege that a
5 Defendant made a false eligibility attestation based on facts that Plaintiffs did not
6 know, and could not reasonably have known, before or during the IDR process.

7 b. Undue Means.

8 Plaintiffs argue that the IDREs are “financially incentivized” to disregard
9 objections to eligibility. (Dkt. 93 at 50.) The FAC describes how IDREs only
10 receive fees if they find a dispute eligible. (FAC at 22, ¶ 80; *id.* at 30, ¶ 116.) But
11 this fee structure is part of the IDR rules established by Congress. *See* 42 U.S.C.
12 § 300gg-111(c)(5)(F). Such financial incentives are not akin to bad faith or bribery.
13 In any event, the FAC does not allege that improper financial incentives motivated
14 an IDRE’s decision-making for any particular award. Plaintiffs have not suggested
15 that they could amend and add such facts.

16 c. Excess of Authority.

17 Plaintiffs argue that they are “entitled to judicial review where, as here, the
18 IDREs ‘exceeded their powers’ by issuing payment determinations on disputes that
19 were ineligible for IDR.” (Dkt. 93 at 48.) The FAC alleges that IDREs issued
20 hundreds of payment determinations for services that were not a qualified IDR
21 item or service. (FAC at 33, ¶ 128 (referring to 47% of 1,500 IDR proceedings).)

22 The IDREs, however, are authorized to decide eligibility. “First, the IDRE
23 is directed by regulation (though not by the Act itself) to ‘determine whether the
24 Federal IDR process applies.’ 45 C.F.R. § 149.510(c)(1)(v).” (*Id.* at 20, ¶ 73.) It
25 makes no difference whether the directive to first determine eligibility is in the
26 NSA’s text or the implementing regulations.

27 The moving parties cite Reach Air Med. Servs. LLC v. Kaiser Found. Health
28 Plan Inc., 160 F.4th 1110, 1114 (11th Cir. 2025). In that case, a medical service

1 provider (an air ambulance) challenged an IDR award in which the IDRE chose
2 Kaiser’s number. Reach Air, 160 F.4th at 1114-15. The air ambulance company
3 sued to vacate the award under § 10(a)(4), alleging that the IDRE exceeded its
4 authority “by applying an illegal presumption in favor of Kaiser.” Id. at 1119. The
5 Eleventh Circuit noted, “An arbitrator’s actual reasoning is of such little importance
6 to our review that it need not be explained Our sole question under § 10(a)(4)
7 is whether the arbitrator (even arguably) performed the assigned task, not whether
8 she got the outcome right or wrong.” Id. at 1120 (citation modified). The examples
9 given included “awarding relief on a statutory claim when the arbitration agreement
10 allows only for arbitration of contractual claims” or “failing to give preclusive
11 effect to an issue previously decided by a court.” Id.

12 Here, Plaintiffs argue that IDREs have issued awards for ineligible claims
13 and thus strayed from their “assigned task.” (Dkt. 93 at 48 n.11.) But movants
14 counter that part of the IDREs’ assigned task is to decide eligibility. (Dkt. 117 at
15 19.) Plaintiffs do not (and cannot) allege that IDREs failed to rule in Anthem’s
16 favor in the complete absence of factual support for eligibility, because Plaintiffs
17 allege that Defendants consistently represent (albeit falsely) to the IDREs that the
18 claims are eligible. (FAC at 3, ¶ 3; id. at 23, ¶ 90.) Such allegations collapse the
19 analysis under § 10(a)(4) into the same test as § 10(a)(1). Plaintiffs raised
20 Defendants’ allegedly false eligibility attestations to the IDREs, and the IDREs
21 were authorized to determine eligibility. This means that judicial review of the
22 IDREs’ eligibility determinations premised on the same allegedly false eligibility
23 attestations is not available. Pac. & Arctic Ry., 952 F.2d at 1148.

24 Because Plaintiffs’ allegations do not meet the substantive requirements for
25 claiming vacatur under 9 U.S.C. § 10(a)(1) or (4), the Court need not decide whether
26 any of the FAA’s procedural requirements for seeking vacatur (like timing and
27
28

venue) apply to claims seeking vacatur of NSA IDRE determinations.⁵

B. Subject Matter Jurisdiction over Remaining Federal Counts (1-4, 12, 13).

Movants argue that the NSA’s above-discussed limitations on judicial review bar the Court from exercising subject matter jurisdiction over Plaintiffs’ other federal claims, because those claims seek review of IDRE determinations, regardless of the legal label. (Dkt. 69-1 at 26.) None of Plaintiffs’ responses to this argument (discussed below) are persuasive.

1. The Statutory Interpretation Argument.

In a novel argument unsupported by any case law, Plaintiffs contend that the NSA’s limitations on judicial review apply only to “[a] determination of a certified IDR entity *under subparagraph (A)*,” and subparagraph (A) refers only to payment determinations, not eligibility determinations. (Dkt. 93 at 43 (emphasis added).) But as set forth in full above, subparagraph (A) refers to “a determination for a qualified IDR item or service.” 42 U.S.C. § 300gg111(c)(5)(A). An IDRE’s payment determination necessarily includes a determination of eligibility. Plaintiffs’ proposed reading of 42 U.S.C. § 300gg111(c)(5)(E)(i), which would impose *no* limits on judicial review of IDREs’ eligibility determinations, would be clearly contrary to the streamlined dispute resolution process that Congress intended when it created the NSA’s IDR process.

2. The Policy Argument.

Next, Plaintiffs urge the Court not to apply the NSA’s limits on judicial review because the IDR process is deeply flawed and there is no readily available remedy for erroneous IDR awards. (Dkt. 93 at 23-27.) But such policy-based arguments would be better directed at Congress which alone has the power to

⁵ Count Eleven also fails because the alleged fraud is not pled with specificity as to every challenged IDR determination, as required by Federal Rule of Civil Procedure 9(b). This order does not rely on Rule 9(b), because non-compliance with Rule 9(b) could potentially be cured by amendment.

1 rewrite the NSA. Moreover, the FAC alleges that false attestations to the federal
2 government can violate 18 U.S.C. § 1001, providing a strong incentive against
3 making false attestations. (FAC at 18-19, ¶ 67.)

4 **3. The “Outside the Scope” Argument.**

5 Next, Plaintiffs argue that the NSA’s limits on judicial review apply only to
6 claims seeking to vacate IDR awards, but Plaintiffs’ claims for monetary damages
7 for time spent addressing fraudulent submissions and for prospective injunctive
8 relief can be adjudicated without reviewing any IDR awards. (Dkt. 93 at 51-52.)
9 Therefore, Plaintiffs argue that their claims fall outside the scope of the NSA’s
10 jurisdiction-stripping provisions. (Id.)

11 Plaintiffs’ federal claims cannot be adjudicated without reviewing the
12 correctness of past IDR awards or inserting the district court in overseeing future
13 IDR awards. The district court could not, for example, award damages measured
14 by time spent addressing a fraudulent eligibility attestation without first deciding
15 that the eligibility attestation was false. Similarly, the district court could not order
16 Defendants to pay damages measured by IDR administrative fees for disputes
17 ineligible for the IDR process without first deciding that the dispute was ineligible
18 for IDR. And if, for example, the district court entered a follow-the-law injunction
19 that prohibited Defendants from making future false eligibility attestations, then
20 Plaintiffs would be able to come back into court to request a contempt remedy for
21 violations of such an injunction, a remedy that would require litigating whether the
22 challenged attestation was false. These theories are all end runs around the NSA’s
23 limits on judicial review.

24 **4. The “Other Statutory Basis” Argument.**

25 Plaintiffs argue that jurisdiction to hear its federal claims is conferred by
26 ERISA or the federal Declaratory Judgment Act. (Dkt. 93 at 84.) These laws
27 generally provide that district courts can hear certain kinds of claims, but neither
28 specifically allows claims that require judicial review of IDR awards, as Plaintiffs’

1 federal claims do. These federal laws’ general jurisdictional language does not
2 supplant the NSA’s specific limitations on judicial review.

3 **C. Supplemental Jurisdiction over Counts 5-10.**

4 The Court has discretion to exercise supplemental jurisdiction over state law
5 claims that do not, themselves, have a basis for federal subject matter jurisdiction
6 once the Court has dismissed the claims over which it has original jurisdiction. 28
7 U.S.C. § 1367(c)(3). Here, Plaintiffs’ federal claims all fail for the reasons stated
8 above. The Court declines to exercise supplemental jurisdiction over Plaintiffs’
9 remaining state law claims.

10 **D. The Anti-SLAPP Motions.**

11 “California law provides for the pre-trial dismissal of certain actions, known
12 as Strategic Lawsuits Against Public Participation, or SLAPPs, that masquerade as
13 ordinary lawsuits but are intended to deter ordinary people from exercising their
14 political or legal rights or to punish them for doing so.” Planet Aid, Inc. v. Reveal,
15 44 F.4th 918, 923 (9th Cir. 2022) (quoting Makaeff v. Trump Univ., LLC, 715 F.3d
16 254, 261 (9th Cir. 2013)); see Cal. Civ. Proc. Code § 425.16. The Ninth Circuit
17 has held that California Code of Civil Procedure section 425.16 is, in part, a
18 substantive law that applies in federal court to state law claims. See United States
19 ex rel. Newsham v. Lockheed Missiles & Space Co., 190 F.3d 963, 972-73 (9th
20 Cir. 1999).

21 To prevail on an anti-SLAPP motion, “the moving defendant must make a
22 prima facie showing that the plaintiff’s suit arises from an act in furtherance of the
23 defendant’s constitutional right to free speech.” Makaeff, 715 F.3d at 261. “Once
24 it is determined that an act in furtherance of protected expression is being
25 challenged, the plaintiff must show a ‘reasonable probability’ of prevailing in its
26 claims for those claims to survive dismissal.” Metabolife Int’l, Inc. v. Wornick,
27 264 F.3d 832, 840 (9th Cir. 2001) (citation omitted); see also Makaeff, 715 F.3d at
28 261. Under this standard, “the claim should be dismissed if the plaintiff presents

1 an insufficient legal basis for it, or if, on the basis of the facts shown by the
2 plaintiff, ‘no reasonable jury could find for the plaintiff.’” Makaeff, 715 F.3d at
3 261 (quoting Metabolife, 264 F.3d at 840).

4 Here, movants argue (primarily) that all of Plaintiffs’ state law claims
5 (1) arise from petitioning activity protected by the First Amendment and (2) are
6 unlikely to succeed because the same limitations on judicial review that deprive the
7 Court of jurisdiction over Plaintiffs’ federal claims apply equally to Plaintiffs’ state
8 law claims. (Dkt. 68, 78.)

9 The Court has already dismissed the state law claims, exercising its
10 discretion under 28 U.S.C. § 1367(c)(3) not to assert supplemental jurisdiction.
11 Without any state law claims, district courts may properly decline to address anti-
12 SLAPP motions. See Hilton v. Hallmark Cards, 599 F.3d 894, 901 (9th Cir. 2010)
13 (“[A] federal court can only entertain anti-SLAPP special motions to strike in
14 connection with state law claims”); McMillan v. Chaker, 791 F. App’x 666,
15 667 (9th Cir. 2020) (holding that the district court, after dismissing all federal
16 claims, did not abuse its discretion in not exercising supplemental jurisdiction over
17 the remaining state law claims and not addressing the anti-SLAPP motion).

18 Movants urge the Court to retain jurisdiction to rule on the anti-SLAPP
19 motions. The Court declines to do so. Applying California’s anti-SLAPP law
20 requires analysis under the two-part test described above, which goes beyond the
21 analysis needed to dismiss the federal claims. Furthermore, Plaintiffs ask the Court
22 to consider (1) a new Supreme Court decision that Plaintiffs believe limits or
23 eliminates anti-SLAPP motions in federal court, and (2) the timing of the motions,
24 both issues the Court need not reach if it declines to retain jurisdiction. (Dkt. 92 at
25 13-14, 23.) Finally, the Court has inherent power “to control the disposition of the
26 causes on its docket with economy of time and effort for itself, for counsel, and for
27 litigants.” Landis v. N. Am. Co., 299 U.S. 248, 254 (1936). Declining to address
28 the anti-SLAPP motions serves the interest of judicial economy.

1 **E. Leave to Amend.**

2 If a district court finds that a complaint should be dismissed for failure to
3 state a claim, the court has discretion to dismiss with or without leave to amend.
4 Lopez v. Smith, 203 F.3d 1122, 1126-30 (9th Cir. 2000) (en banc). The court may
5 dismiss a complaint without leave to amend if further amendment would be futile.
6 Cahill v. Liberty Mut. Ins. Co., 80 F.3d 336, 339 (9th Cir. 1996). If, after careful
7 consideration, it is clear that a complaint cannot be cured by amendment, then the
8 district court may dismiss without leave to amend. See, e.g., Chaset v. Fleer/Skybox
9 Int'l, 300 F.3d 1083, 1088 (9th Cir. 2002) (holding that “there is no need to prolong
10 the litigation by permitting further amendment” where the “basic flaw” in the
11 pleading cannot be cured by amendment).

12 Plaintiffs request leave to amend. (Dkt. 93 at 87.) But in neither briefing
13 nor oral argument have Plaintiffs identified any facts that they could add that
14 would (1) qualify a particular IDE determination for vacatur or (2) put its other
15 federal claims beyond the jurisdiction-stripping provisions of 42 U.S.C.
16 § 300gg111(c)(5)(E)(i)(II). Since leave to amend would be futile, the Court
17 declines to grant leave to amend.

18 **V.**

19 **CONCLUSION**

20 Based on the foregoing, **IT IS ORDERED** that (1) the motions to dismiss
21 (Dkt. 69, 73, 76, 77) shall be granted for the reasons stated above; (2) all other
22 pending motions (Dkt. 68, 72, 74, 78) shall be denied as moot; and (3) the FAC
23 shall be dismissed in its entirety, without leave to amend.

24
25 DATED: April 9, 2026

26 
27 KAREN E. SCOTT
28 United States Magistrate Judge