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12 UNITED STATES DISTRICT COURT
13 CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

14 ANTHEM BLUE CROSS LIFE AND
15 HEALTH INSURANCE COMPANY, a
California corporation, et al.,

16 Plaintiffs,

17 v.

18 PRIME HEALTHCARE SERVICES –
19 ST. FRANCIS, LLC, et al.,

20 Defendants.
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Case No. 8:26-cv-00023

**REPLY IN SUPPORT OF
DEFENDANTS' MOTION TO
STAY DISCOVERY PENDING
RESOLUTION OF MOTION TO
DISMISS AND SPECIAL
MOTION TO STRIKE**

Hearing Date: August 11, 2026
Hearing Time: 10:00 a.m.
Court Room: 9B

Honorable Mónica Ramírez Almadani
United States District Judge

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1 **I. INTRODUCTION**

2 Anthem Blue Cross Life and Health Insurance Company and Blue Cross of
3 California’s (“Anthem”) Opposition confirms this case warrants a temporary and
4 brief stay of discovery. Anthem asks the Court to launch sweeping discovery into
5 thousands of NSA IDR proceedings even though fully briefed motions are currently
6 before the Court that raise threshold legal questions that may dispose of every claim
7 and can be resolved on the pleadings. The requested stay is short: the Motions are
8 set for hearing in two weeks, discovery has not begun, and the parties’ own proposals
9 contemplate discovery into 2027. The question is not whether Anthem would prefer
10 discovery now; it is whether the Court should force eleven hospital defendants into
11 massive merits discovery before deciding legal questions that could resolve the entire
12 case, as has occurred in similar cases brought by Anthem and other health plans. It
13 should not.

14 Multiple federal courts have uniformly dismissed virtually identical claims.
15 *Anthem Blue Cross Life & Health Ins. Co. v. HaloMD LLC*, No. 8:25-cv-01467, 2026
16 WL 982629 (C.D. Cal. Apr. 9, 2026) (“*HaloMD California*”); *Blue Cross Blue Shield*
17 *of Tex. v. HaloMD, LLC*, No. 5:25-cv-132, 2026 WL 1557492 (E.D. Tex. May 22,
18 2026) (“*HaloMD Texas*”); *Blue Cross Blue Shield Healthcare Plan of Georgia, Inc.*
19 *v. HaloMD LLC*, No. 1:25-cv-02919, 2026 WL 2017291 (N.D. Ga. July 10, 2026)
20 (“*HaloMD Georgia*”); *see also Aetna Health, Inc. v. Radiology Partners, Inc.*, 2026
21 WL 1556164 (M.D. Fl. Apr. 16, 2026); *UnitedHealthcare of Pa., Inc. v. NorthStar*
22 *Anesthesia of Pa., LLC*, 2026 WL 1145885 (E.D. Pa. Apr. 28, 2026); *Guardian Flight*
23 *LLC v. Aetna Life Ins. Co.*, 2026 WL 1734646 (D. Conn. June 16, 2026);
24 *Unitedhealthcare Ins. Co. v. Maui Mem’l Emergency Med. Assocs., Inc.*, 2026 WL
25 1965882 (D. Haw. July 7, 2026). Anthem’s main answer—that those courts were
26 wrong—is a merits argument for appeal, not a reason to impose discovery here.

27 A brief stay would impose no burden on Anthem, whereas proceeding with
28 discovery would likely require the Prime Hospitals to identify, review, and produce

1 tens of thousands of documents relating to thousands of IDR proceedings. The
2 burden of any discovery would be borne almost entirely by the Prime Hospitals and
3 would be entirely unnecessary if the pending motions are granted, as was the case in
4 *HaloMD California*, *HaloMD Texas*, and *HaloMD Georgia*. A short stay pending
5 the Court's threshold legal rulings is the efficient and fair course.

6 **II. ARGUMENT**

7 A limited stay of discovery in this case is both reasonable and appropriate
8 under the relevant case law. Anthem's Complaint implicates "more than 9,000 IDR
9 proceedings, consisting of more than 8,000 distinct claims and 89,000 separate
10 services." Compl. ¶ 120. If this case were to proceed to discovery, the Prime
11 Hospitals would be required to identify, review, and produce tens of thousands of
12 documents related to thousands of individual transactions, IDR submissions, and
13 provider communications. In contrast, any hypothetical burden to Anthem from a
14 brief stay is nonexistent, particularly given that the hearing on the Prime Hospitals'
15 Motions is imminent and the parties' own scheduling proposals contemplated fact
16 discovery lasting into 2027. A brief and temporary pause of discovery to allow the
17 Court to resolve threshold legal issues, including several that may dispose of this case
18 entirely, imposes no meaningful hardship on Anthem. Multiple courts have already
19 dismissed virtually identical claims brought by Anthem as well as other health plans,
20 underscoring the likelihood that the expensive and time-consuming discovery here
21 will prove unnecessary. Further, another court considering motions to dismiss a
22 similar case brought by Anthem recently imposed a stay pending the outcome of the
23 motions. *See Anthem Health Plans of Virginia, Inc. v. AGS Health, Inc.*, No. 25-CV-
24 00804 (W.D. Va.) Order, Dkt. No. 84 (May 29, 2026) and Transcript, Dkt. No. 91
25 (June 3, 2026).¹

26
27 ¹ Anthem notes that this was not a "blanket stay" because the court ordered the
28 parties to proceed with initial disclosures, but Anthem's suggestion that the court
required the parties to "exchange . . . written discovery," Opp. 2, is misleading. The

1 The Prime Hospitals’ Motion to Stay should be granted under any of the three
2 tests courts in this Circuit apply. The two-factor test is satisfied because the Motions
3 attack every claim and require no discovery. The preliminary peek test is satisfied
4 because multiple federal courts have rejected virtually identical claims in *HaloMD*
5 *California*, *HaloMD Texas*, and *HaloMD Georgia*. The multi-factor test is satisfied
6 because the motions raise purely legal issues, the case is complex, there are no
7 pending counterclaims, all defendants join in the request, the litigation is at its earliest
8 stage, and the expected volume of discovery is enormous. Anthem’s Opposition fails
9 to overcome the Prime Hospitals’ showing under any framework, and their request
10 for a stay should therefore be granted.

11 **A. A Stay is Warranted Under the Two-Factor Test**

12 The two-factor test asks 1) whether “the pending motion is potentially
13 dispositive of the entire case,” and 2) whether “the pending, potentially dispositive
14 motion can be decided absent additional discovery.” *Feeney v. Apple Inc.*, No. 2:25-
15 cv-09716, 2026 WL 923296, at *2 (C.D. Cal. Mar. 6, 2026). Notably, the first prong
16 requires only that the motion be “potentially” dispositive, not that the movant
17 affirmatively demonstrate a likelihood of success. *See id.* at *3 (finding first prong
18 satisfied where “Defendant’s Motion to Dismiss attacks every claim in the operative
19 First Amended Complaint and is therefore potentially dispositive of the entire case.”).
20 Because both elements of the two-factor test are satisfied, a brief stay is warranted.²

21 Anthem suggests that applying the two-factor test here would make stays

22 _____
23 court merely permitted Anthem to **serve** written discovery, but stayed the defendants’
24 obligation to respond. *Anthem Health Plans of Virginia, Inc. v. AGS Health, Inc.*,
25 No. 25-CV-00804 (W.D. Va.) Transcript, Dkt. No. 91, at 72 (June 3, 2026) (“[Y]ou
26 can exchange written discovery, but I’m going to – **I’m going to stay any need to**
27 **respond to that.**” (emphasis added)). Aside from initial disclosures, no substantive
28 discovery will take place until after the motions to dismiss are decided.

² Anthem does not meaningfully dispute that the second factor is satisfied.
Nor could it given that the Motions raise purely legal issues that require no factual
development.

1 routine whenever a Rule 12 motion is filed. Opp. 3. Not so. It is not every day
2 where the plaintiff's claims have been dismissed on the pleadings by multiple federal
3 courts. The Prime Hospitals' Motion to Dismiss shows that Counts I, III, and IV
4 cannot succeed because the Court lacks subject matter jurisdiction, the claims are
5 barred by the Noerr-Pennington Doctrine, and issue preclusion prevents Anthem
6 from re-litigating the IDREs' determinations. Mem. ISO MTD 9–16. They also fail
7 for independent, claim-specific reasons. For example, Anthem's Unfair Competition
8 Law ("UCL") claim (Count I) fails because it lacks standing, having failed to plead
9 actual reliance, and because the litigation privilege protects the Prime Hospitals'
10 conduct in the IDR proceedings. Mem. ISO MTD 18; *see also* Mem. ISO MTS 6–
11 17. The ERISA claim (Count III) fails because Anthem lacks fiduciary standing and
12 does not allege overpayments from ERISA plan assets. Mem. ISO MTD 18–19. The
13 claim for declaratory and injunctive relief (Count IV) fails because it is not an
14 independent cause of action under federal or California law. *Id.* at 20. In short,
15 Counts I, III, and IV each fail on multiple independent grounds, any one of which
16 warrants dismissal.

17 Nor does Count II save Anthem from a stay. While Anthem tries to argue that
18 its vacatur claim (Count II) is different and would survive even if the Court accepts
19 Defendants' threshold challenges, that argument likewise fails for multiple reasons,
20 including that the Court can decide the pending Motions without discovery. The
21 courts in *HaloMD California* and *HaloMD Georgia* rejected Anthem's vacatur
22 claims at the motion-to-dismiss stage. 2026 WL 982629, at *2; 2026 WL 2017291,
23 at *25.³ First, Anthem has "pleaded itself out of court" on fraud-based vacatur. The
24 alleged fraud was "not only discoverable but discovered and brought to the attention
25 of" the IDREs. Mem. ISO MTD 16–17 (quoting *A.G. Edwards & Sons, Inc. v.*

26
27 ³ The Court in *HaloMD Texas* did not address vacatur because no vacatur claim
28 was asserted there. Its dismissal nonetheless supports a stay because it rejected
Anthem's related theories as barred collateral attacks.

1 *McCollough*, 967 F.2d 1401, 1404 (9th Cir. 1992)); *see also HaloMD California*,
2 2026 WL 982629, at *8 (“[B]y alleging that Plaintiffs knew about the false eligibility
3 attestations and objected, ‘Anthem has pleaded itself out of court,’ at least as to
4 vacatur based on fraud, because the ‘fraud’ was known during the IDR and disclosed
5 to the IDRE.” (internal quotation marks omitted)). Second, Anthem’s § 10(a)(4)
6 “exceeding authority” theory fares no better because the IDREs are authorized to
7 determine eligibility, and a disappointed party cannot obtain vacatur merely by
8 relabeling an alleged eligibility error as an excess of arbitral authority. *See* 45 C.F.R.
9 § 149.510(c)(1)(v). “Arbitrators exceed their powers not when they merely interpret
10 or apply the governing law incorrectly, but when the award is completely irrational,
11 or exhibits a manifest disregard of law.” *U.S. Life Ins. v. Superior Nat. Ins.*, 591 F.3d
12 1167, 1177 (9th Cir. 2010) (citation modified). As a result, vacatur requires Anthem
13 to show that the arbitrator clearly had no authority to decide eligibility, not that they
14 wrongly decided eligibility. *See, e.g., id.; Reach Air Med. Servs. LLC v. Kaiser*
15 *Found. Health Plan Inc.*, 160 F.4th 1110, 1119 (11th Cir. 2025) (“There is a
16 presumption under the FAA that arbitration awards will be confirmed, and federal
17 courts should defer to an arbitrator's decision whenever possible.” (internal quotation
18 marks omitted)); *HaloMD California*, 2026 WL 982629, at *7 (recognizing that
19 when the issue of arbitrability is delegated to the arbitrator, “the arbitrator’s
20 interpretation of the scope of his powers is entitled to the same level of deference as
21 his determination on the merits.” (internal quotation marks omitted)).

22 Ultimately, a brief stay of discovery is warranted under the two-factor test
23 because the pending motions “attack[] every claim in the operative” Complaint. *See*
24 *Feeney*, 2026 WL 923296, at *3. Stated differently, the Prime Hospitals’ Motion to
25 Dismiss and Special Motion to Strike are potentially dispositive of the entire case by
26 raising arguments related to the court’s authority to hear the case, the “adequacy of
27 [Anthem’s] pleading, and [its] ability to state a claim based on [its] allegations.”
28 *Quezambra v. United Domestic Workers of Am. AFSCME Loc. 3930*, No.

1 819CV00927, 2019 WL 8108745, at *2 (C.D. Cal. Nov. 14, 2019). “Additionally, it
2 is undisputed that no additional discovery is required to rule on the motion.” *Feeney*,
3 2026 WL 923296, at *3.⁴ As a result, both factors are satisfied and the Prime
4 Hospitals’ request for a brief stay should therefore be granted.

5 **B. The Preliminary Peek Test Supports a Stay**

6 Under the preliminary peek test, a court considers whether a pending motion
7 has sufficient potential merit to justify temporarily staying discovery until such time
8 as the motion is resolved. *GTE Wireless, Inc. v. Qualcomm, Inc.*, 192 F.R.D. 284,
9 287 (S.D. Cal. 2000) (noting that under “preliminary peek” test, courts are required
10 to “weigh the merits of the motion without passing judgment on them”). As multiple
11 other federal courts have already dismissed virtually identical claims to those that are
12 the subject of the pending Motions, the Prime Hospitals have presented a strong
13 justification for temporarily staying discovery under the preliminary peek test.

14 A preliminary evaluation of the merits of the Prime Hospitals’ Motions is
15 straightforward. Every other federal court that has ruled on Anthem’s theories to
16 date—including one in this District—has rejected them. None of those courts saw
17 any possibility that Anthem could plead a viable claim, each granting dismissal
18 without leave to amend. In *HaloMD California*, as here, Anthem alleged that
19 healthcare providers submitted thousands of knowingly false eligibility attestations
20 to exploit the NSA’s IDR process. This Court dismissed all of Anthem’s claims
21 without leave to amend, holding that the NSA precludes judicial review of IDR
22 determinations “regardless of the legal theory under which judicial review is sought.”
23 2026 WL 982629, at *2. In *HaloMD Texas*, the court also dismissed Anthem’s
24 claims with prejudice because they constituted impermissible “collateral attack[s]”
25

26 ⁴ Anthem’s reliance on *Feeney*’s allowance of initial disclosures and the filing
27 of a Rule 26(f) report, Opp. 4, misses the issue. *Feeney* granted a discovery stay and
28 refused to permit merits discovery into the claims before the dispositive motion was
resolved. 2026 WL 923296, at *4.

1 on binding IDR awards. 2026 WL 1557492, at *4–7. And, in *HaloMD Georgia*, the
2 court dismissed Anthem’s similar complaint with prejudice, holding that the fraud-
3 based claims “amount to collateral attacks against the IDR awards” and that the
4 ERISA claim likewise arose “out of multiple IDRE eligibility determinations” and
5 therefore constituted an impermissible collateral attack. 2026 WL 2017291, at *14–
6 16. This consistent, uniform rejection of Anthem’s claims across multiple federal
7 courts demonstrates that the Prime Hospitals’ Motions have ample merit to justify a
8 brief stay.

9 Anthem’s attempt to downplay the relevance of these cases is unavailing.
10 Anthem does not dispute that the *HaloMD California*, *HaloMD Texas*, and *HaloMD*
11 *Georgia* decisions dismissed complaints advancing substantively identical theories.
12 Instead, Anthem asserts these courts committed “critical legal errors” and notes that
13 appeals have been filed. Opp. 1, 5. But Anthem’s disappointment with the outcomes
14 does not establish error, let alone the kind that would justify disregarding them
15 entirely.

16 Anthem’s other arguments in opposition to a brief stay are equally without
17 merit. Anthem argues that the fact that multiple courts have rejected virtually
18 identical claims does “not guarantee that Anthem’s claims here will be dismissed”
19 and that this Court should “decline . . . to prejudge the merits” of the pending
20 motions. See Opp. 5–6. This argument, however, ignores the appropriate standard
21 under the preliminary peek inquiry. The Court is neither expected nor required to
22 resolve the merits of the pending motion to dismiss. Instead, the preliminary peek
23 test requires only a determination that “there *appears* to be an immediate and clear
24 *possibility* that” the pending motion “will be granted.” *GTE Wireless*, 192 F.R.D. at
25 287 (citation modified). In fact, requiring that the outcome be “immediately certain”
26 or a “foregone conclusion” is clear error. *Id.* The immediate and clear *possibility*
27 that the Prime Hospitals’ motions may be granted is established by the consistent
28 rulings of three federal courts that have already granted the same relief the Prime

Hospitals seek in their Motions.⁵

C. The Multi-Factor Test Weighs Strongly in Favor of a Stay

The multi-factor test leads to the same conclusion—the Motion to Stay should be granted. The multi-factor test requires the Court to consider: 1) the type of motion and whether it challenges the sufficiency of allegations; 2) the nature and complexity of the action; 3) whether counterclaims exist; 4) whether all defendants join in the stay request; 5) the posture and stage of the litigation; 6) the expected volume of discovery; and 7) any other relevant circumstances. *Feeney*, 2026 WL 923296, at *3. Here, each factor favors granting the Prime Hospitals’ Motion for a Stay.

Type of Motion. Anthem does not dispute that this requirement favors a stay. The Prime Hospitals’ Motion to Dismiss raises threshold legal issues: whether the No Surprises Act permits judicial review of the IDRE determinations Anthem challenges; whether Noerr-Pennington and issue preclusion bar Anthem’s claims; whether Anthem has ERISA standing; and whether its state law theories are legally viable. The Special Motion to Strike likewise presents legal questions about whether California’s anti-SLAPP statute applies to Anthem’s UCL claim. None of these issues requires discovery, and this factor weighs in favor of a stay.

Complexity of the Case and Volume of Discovery. In its Opposition, Anthem admits this is a “complex case” involving “eleven hospital defendants, more than 6,000 disputed IDR proceedings, a coordinated fraudulent scheme, claims under federal and California law, and an intricate statutory and regulatory regime,” Opp. 5—thereby conceding that this case involves precisely the kind of complexity that heavily weighs in favor of a stay pending resolution of threshold legal issues. Anthem’s own Complaint implicates “more than 9,000 IDR proceedings, consisting

⁵ Anthem’s anti-SLAPP argument does not help it. Opp. 4 n.4. Even if the automatic stay provision of California’s anti-SLAPP statute does not apply in federal court, the Prime Hospitals seek a discretionary stay under Rules 16 and 26 and the Court’s inherent docket-control authority. The Special Motion to Strike remains relevant because it presents legal questions that may eliminate Anthem’s UCL claim.

1 of more than 8,000 distinct claims and 89,000 separate services.” *See* Compl. ¶ 120.
2 Discovery, therefore, is likely to involve production of underlying claim files,
3 explanations of payment, patient insurance documents, open negotiation notices, IDR
4 eligibility attestations, portal submissions, and internal policies and procedures.
5 These productions would then need to be multiplied across eleven hospital
6 defendants and thousands of individual disputes. If the Prime Hospitals’ threshold
7 legal arguments show the case should be dismissed, as they repeatedly have in the
8 other federal cases, Anthem’s “complex” case will disappear, and the parties will
9 have been spared the enormous burden of massive unnecessary discovery. As a
10 result, these factors strongly favor temporarily staying discovery.

11 *Counterclaims and Joinder.* There are no counterclaims pending in this case,
12 and all defendants join in this motion. Anthem’s suggestion that this joint request
13 reflects a “common interest in avoiding accountability,” Opp. 10, is rhetoric, not legal
14 support. The absence of counterclaims and unanimous joinder are standard factors
15 favoring a stay, and they are undisputed. Accordingly, these factors weigh in favor
16 of a stay.

17 *Posture and Stage of Litigation.* This case is at the earliest possible stage
18 which favors granting the Motion to Stay. The Prime Hospitals’ Motions were filed
19 promptly after Anthem’s Complaint. Courts routinely grant stays at this stage to
20 avoid unnecessary expenditure of resources on discovery, especially when such
21 discovery may prove unnecessary. *See, e.g., Feeney*, 2026 WL 923296, at *3 (“[T]he
22 current procedural posture is still very early in the case[.]”); *Nguyen v. BMW of N.*
23 *Am., LLC.*, No. 20CV2432, 2021 WL 2284113, at *4 (S.D. Cal. June 4, 2021) (“[T]he
24 case has only been pending for six months so a brief delay will not greatly prejudice
25 Plaintiff.”).

26 *Other Relevant Circumstances.* Anthem invokes “ongoing harm” and risk of
27 “spoliation” as reasons to deny a stay but neither argument has merit. Opp. 9. *First*,
28 Anthem’s “ongoing harm” theory is based on the premise that the Prime Hospitals

1 are continuing to submit “fraudulent” IDR disputes. That argument is unsupported
2 speculation. In any event, it should be rejected because it conflates the merits of
3 Anthem’s claims with the procedural question of when discovery should proceed.
4 *See Precision Conversions, LLC v. Mammoth Freighters, LLC*, No. 3:25-cv-01927,
5 2026 WL 700049, at *6 (D. Or. Mar. 12, 2026) (granting motion to stay discovery
6 notwithstanding plaintiff’s claim of an “urgent need to . . . investigate and address
7 the harm” allegedly arising from defendant’s conduct). *Second*, Anthem’s spoliation
8 argument is equally unfounded. Anthem speculates that relevant evidence *might* be
9 lost because certain communications are purportedly deleted after 30 days. Opp. 9.
10 This argument is entirely hypothetical. All parties are subject to litigation hold
11 obligations, and Anthem provides no basis to believe the Prime Hospitals are not
12 complying with those obligations.

13 **D. Anthem’s Caselaw is Unavailing**

14 Throughout its Opposition, Anthem repeatedly cites *Gray v. First Winthrop*
15 *Corp.*, 133 F.R.D. 39 (N.D. Cal. 1990) for the proposition that a discovery stay is
16 disfavored and not warranted. *Gray* is distinguishable in multiple ways. First, the
17 defendants’ motion papers in *Gray* were “in great part repetitious—and
18 unsubstantiated—avowals that the complaint will be dismissed.” *Id.* at 40. Here, by
19 contrast, the Prime Hospitals’ Motions are supported by extensive legal authority and
20 three recent decisions, *HaloMD California*, *HaloMD Texas*, and *HaloMD Georgia*,
21 that dismissed substantively identical claims to those advanced by Anthem in this
22 case. Thus, unlike the moving party in *Gray*, the Prime Hospitals’ Motion to Stay
23 does not rest on “[i]dle speculation.” *Id.* *Gray* also involved a securities class action
24 where “[d]iscovery relating to class certification is closely enmeshed with merits
25 discovery.” *Id.* at 41. As a result, the court noted that “[a]n order staying discovery
26 pending class certification would be unworkable, since plaintiffs must be able to
27 develop facts in support of their class certification motion.” *Id.* No such
28 consideration is present here, since the pending motions raise threshold jurisdictional

1 and legal questions that require no discovery whatsoever.

2 *Skellerup Industries Ltd. v. City of Los Angeles*, 163 F.R.D. 598 (C.D. Cal.
3 1995), is no better for Anthem. There, the court denied a stay because the moving
4 defendant's co-defendant "answered the complaint and has been participating in
5 discovery," meaning "even if defendant City's motion were granted, it would not
6 result in the termination of this action." *Id.* at 601. The court further noted that third
7 parties were "responding to discovery requests from plaintiff," and staying discovery
8 as to one defendant "might also unnecessarily lead to duplicative documents
9 production and depositions." *Id.* None of those circumstances exist here. All the
10 defendants in this action have joined in this Motion, no discovery has begun, and
11 there is no risk of duplicative discovery. Moreover, in *Skellerup*, the defendant did
12 nothing "more than to argue in conclusory fashion that its motion to dismiss will
13 succeed." *Id.* at 600. Here, by contrast, the Prime Hospitals' Motions are supported
14 by uniform authority dismissing virtually identical claims, a far cry from the
15 "conclusory" arguments at issue in *Skellerup*. *See id.*

16 Instead, this Court should grant the stay here, as it did in *Feeney v. Apple Inc.*
17 2026 WL 923296. Here, as there, "the risk of prejudice to Defendant from having
18 to respond to intrusive discovery related to" Plaintiff's "claims that do not survive
19 the pending motion to dismiss is very high." *Id.* at *3. By contrast, if any claim were
20 to survive the motion (which the Prime Hospitals respectfully submits is unlikely
21 given the decisions of this and other courts already rendered), "Plaintiff will have
22 ample opportunity to conduct discovery" and "there is simply no prejudice to
23 Plaintiff." *Id.* As a result, the Court should "issue a temporary stay of discovery
24 until" it "rules on the pending Motion to Dismiss." *Id.* at *4.

25 **III. CONCLUSION**

26 For all of the foregoing reasons, the Prime Hospitals respectfully request that
27 the Court grant their Motion to Stay Discovery.
28

1 Dated: July 28, 2026

JONES DAY

2
3 By: /s/ David M. DeVito

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16 HUNTINGTON BEACH, LLC; PRIME
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22 SERVICES - SHASTA, LLC; PRIME
23 HEALTHCARE SERVICES –
24 SHERMAN OAKS, LLC; AND PRIME
25 HEALTHCARE ANAHEIM, LLC
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CERTIFICATE OF COMPLIANCE

The undersigned, counsel of record for the Prime Hospitals, certifies that this brief contains 3,721 words, which complies with the word limit of L.R. 11-6.1.

Dated: July 28, 2026

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