

1 Amir Shlesinger (SBN 204132)
ashlesinger@crowell.com
2 Laura Schwartz (SBN 302907)
lschwartz@crowell.com
3 Crowell & Moring LLP
515 South Flower Street, 41st Floor
4 Los Angeles, CA 90071
Tel: 213.622.4750

5
6 Martin J. Bishop (pro hac vice)
mbishop@crowell.com
7 Alexandra M. Lucas (pro hac vice)
alucas@crowell.com
8 Jason T. Mayer (pro hac vice)
jmayer@crowell.com
9 Crowell & Moring LLP
300 N. LaSalle Drive, Suite 2500
10 Chicago, IL 60654
Tel: 312.321.4200

11 Jed Wulfekotte (pro hac vice)
jwulfekotte@crowell.com
12 Crowell & Moring LLP
1001 Pennsylvania Ave. NW
13 Washington, DC 20004
Tel: 202.624.2500

14 *Attorneys for Plaintiffs*

15 UNITED STATES DISTRICT COURT
16 CENTRAL DISTRICT OF CALIFORNIA
17 SOUTHERN DIVISION

18 ANTHEM BLUE CROSS LIFE AND
HEALTH INSURANCE COMPANY, a
19 California corporation; and BLUE
CROSS OF CALIFORNIA D/B/A
20 ANTHEM BLUE CROSS, a California
corporation,

21 Plaintiffs,

22 v.

23 PRIME HEALTHCARE SERVICES –
24 ST. FRANCIS, LLC; CHINO VALLEY
MEDICAL CENTER AUXILIARY;
25 PRIME HEALTHCARE SERVICES –
ENCINO HOSPITAL, LLC; PRIME
26 HEALTHCARE SERVICES –
GARDEN, GROVE, LLC; PRIME
27 HEALTHCARE HUNTINGTON
BEACH, LLC; PRIME HEALTHCARE
28 LA PALMA, LLC; PRIME

Case No. 8:26-cv-00023

Hon. Mónica Ramírez Almadani

**ANTHEM’S MEMORANDUM OF
LAW IN OPPOSITION TO
DEFENDANTS’ SPECIAL
MOTION TO STRIKE**

1 HEALTHCARE SERVICES –
2 MONTCLAIR, LLC; PRIME
3 HEALTHCARE PARADISE VALLEY,
4 LLC; PRIME HEALTHCARE
5 SERVICES - SHASTA, LLC; PRIME
6 HEALTHCARE SERVICES –
7 SHERMAN OAKS, LLC; AND PRIME
8 HEALTHCARE ANAHEIM, LLC,

Defendants.

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INTRODUCTION

1
2 This action seeks to hold the eleven Defendants liable for their scheme to flood
3 the No Surprises Act (“NSA”) Independent Dispute Resolution (“IDR”) system with
4 thousands of ineligible disputes. In support of their scheme, Defendants (1) make
5 false eligibility attestations and misrepresentations to Anthem, certified IDR entities
6 (“IDREs”), and federal agencies (the “Departments”) regarding the eligibility of their
7 disputes, (2) conceal their fraud by strategically submitting an avalanche of disputes
8 at the same time through their unwieldy “Prime Portal,” and (3) capitalize on their
9 fraud with wildly inflated payment offers on their fraudulent disputes. More than
10 75% of Defendants’ disputes were categorically ineligible, yet they secured more
11 than \$15 million in improper IDR awards and caused Anthem to incur more than \$2
12 million in IDR-related fees and substantial additional operational costs. Compl. ¶ 92.

13 Defendants’ Special Motion to Strike (“Motion” or “MTS” at ECF No. 42-1)
14 mischaracterizes and ignores the Complaint’s allegations. They claim that Anthem’s
15 allegations about their fraudulent scheme attempts to “punish” them “for using the
16 IDR process[.]” See MTS 1. On that basis, Defendants move to strike Anthem’s UCL
17 claim (Count I) and any state-law component of Anthem’s declaratory and injunctive
18 relief claim (Count IV) under California Code of Civil Procedure § 425.16, along
19 with attorney’s fees and costs. Defendants’ Motion fails at every step.

20 First, federal courts cannot apply California’s anti-SLAPP statute because it is
21 a procedural law that is “at odds” with the Federal Rules of Civil Procedure. *Berk v.*
22 *Choy*, 607 U.S. 187, 194 (2026). The Ninth Circuit spent years “jerry-rigging” the
23 statute into a “contorted version” that stripped away its core procedural protections.
24 *Gopher Media LLC v. Melone*, 154 F.4th 696, 709, 716 (9th Cir. 2025) (Bress, J.,
25 concurring). The Supreme Court has now expressly rejected this approach,
26 confirming that federal courts cannot “rewrite [state] law” to transplant such devices
27 into federal proceedings. *Berk*, 607 U.S. at 196–97.

28 Second, the IDR process is not an “official proceeding” subject to anti-SLAPP

1 protection. The agencies’ roles are purely “ministerial,” *Mindys Cosms., Inc. v.*
2 *Dakar*, 611 F.3d 590, 597 (9th Cir. 2010), and courts have extended official-
3 proceeding status only to proceedings involving formal fact adjudication at an actual
4 hearing. IDR, an informal offer-selection process with no hearings, testimony, or
5 evidentiary standards, is not an “official proceeding.”

6 Third, Defendants’ arguments for dismissal of Anthem’s UCL claim fail on
7 the merits: (1) for the reasons stated in Anthem’s MTD Opposition;¹ (2) because
8 California’s litigation privilege does not apply to IDR proceedings; and (3) because
9 Anthem has adequately alleged a UCL claim based on unlawful and unfair conduct
10 not requiring direct first-party reliance.

11 Fourth, Anthem’s Count IV is premised on Anthem’s federal claims and is
12 addressed in Anthem’s MTD Opposition.

13 Finally, Defendants are not entitled to attorneys’ fees. Defendants cannot be
14 a prevailing party if Anthem’s federal claims survive, and if those claims are
15 dismissed, Defendants acknowledge the Court “need not reach this motion” at all.

16 LEGAL STANDARD

17 California’s anti-SLAPP statute authorizes a “special motion to strike” any
18 “cause of action against a person arising from any act of that person in furtherance
19 of the person’s right of petition or free speech under the United States Constitution
20 or the California Constitution in connection with a public issue.” Cal. Civ. Proc. Code
21 § 425.16(b)(1), (f). For purposes of the statute, that protection includes statements or
22 writings “made before a legislative, executive, or judicial proceeding, or other
23 official proceeding authorized by law.” *Id.* § 425.16(e)(1).

24 Courts resolve anti-SLAPP motions through a two-step inquiry. First, the
25 movant must show the plaintiff’s claims arise from an act in furtherance of the
26 defendant’s constitutional right to free speech. Second, if the movant clears that
27 threshold, the burden shifts to the plaintiff to produce admissible evidence

28 ¹ Anthem incorporates by reference the MTD Opposition’s statement of facts.

1 establishing a probability of prevailing on the merits. *Zaslavsky v. Consumer Att'ys*
2 *Ass'n of Los Angeles*, No. 223CV06460SPGRAO, 2024 WL 1706627, at *4 (C.D.
3 Cal. Mar. 14, 2024); Cal. Civ. Proc. Code § 425.16(b)(1). Where an anti-SLAPP
4 motion challenges only the legal sufficiency of a claim in federal court, courts have
5 applied the Rule 12(b)(6) standard. *Planned Parenthood Fed'n of Am., Inc. v. Ctr.*
6 *for Med. Progress*, 890 F.3d 828, 834 (9th Cir.), amended, 897 F.3d 1224 (9th Cir.
7 2018).

8 ARGUMENT

9 I. The California Anti-SLAPP Statute Cannot Apply in Federal Court.

10 Even before the Supreme Court's recent decision in *Berk*, the Ninth Circuit
11 was poised to overturn the "misguided experiment of allowing California's anti-
12 SLAPP statute to apply in federal court." *Gopher Media LLC v. Melone*, 154 F.4th
13 696, 709 (9th Cir. 2025) (Bress, J., concurring). *Berk* now compels that this
14 misguided experiment come to an end.

15 Federal courts adjudicating state-law claims "apply state substantive law and
16 federal procedural law." *Hanna v. Plumer*, 380 U.S. 460, 465 (1965). Where a valid
17 Federal Rule "attempts to answer the same question" as a state procedural law, the
18 Federal Rule controls. *Shady Grove Orthopedic Assocs., P.A. v. Allstate Ins. Co.*, 559
19 U.S. 393, 399, 407 (2010). *Berk* applied that principle to hold that a state affidavit
20 requirement for malpractice complaints was "at odds with Rule 8 because it demands
21 more" than the Federal Rules require. *Berk*, 607 U.S. at 194. Multiple circuits have
22 reached the same conclusion as to anti-SLAPP statutes, holding that Rules 12 and 56
23 "answer the same question" about pre-trial dismissal and thus displace them. *Abbas*
24 *v. Foreign Pol'y Grp., LLC*, 783 F.3d 1328, 1333–34 (D.C. Cir. 2015); *accord La*
25 *Liberte v. Reid*, 966 F.3d 79, 87–88 (2d Cir. 2020); *Klocke v. Watson*, 936 F.3d 240,
26 242 (5th Cir. 2019).

27 California's anti-SLAPP statute illustrates the conflict. Its automatic discovery
28 stay conflicts with Rule 56, which "ensures that adequate discovery will occur before

1 summary judgment is considered.” *Metabolife Int’l, Inc. v. Wornick*, 264 F.3d 832,
2 846 (9th Cir. 2001). Its 60-day filing deadline “directly collide[s] with the more
3 permissive timeline Rule 56 provides.” *Sarver v. Chartier*, 813 F.3d 891, 900 (9th
4 Cir. 2016). Its “probability” standard is incompatible with Rules 8 and 12, which
5 require only plausible allegations. *See Planned Parenthood Fed. of Am., Inc.*, 890
6 F.3d at 833–34. And its interlocutory appeal right does not satisfy federal
7 requirements. *See Gopher Media*, 154 F.4th at 703.

8 Rather than acknowledge that these conflicts make the California anti-SLAPP
9 statute incompatible with federal procedures, the Ninth Circuit “spent years jerry-
10 rigging” the statute into a “contorted version” that “strip[s] away every major
11 procedural aspect of the statute geared toward the early termination of claims” and
12 “bears no resemblance to the real thing.” *Gopher Media*, 154 F.4th at 709, 721 (Bress,
13 J., concurring). *Berk* now expressly forecloses that approach. The Supreme Court
14 refused to allow defendants to “rewrite [state] law” to sidestep conflict with the
15 Federal Rules, observing that “[t]he fact that defendants cannot fit the affidavit
16 requirement into the Federal Rules illustrates that it has no place there.” *Berk*, 607
17 U.S. at 197. *Berk* bars rewriting California’s anti-SLAPP statute to manufacture
18 federal compatibility. Supreme Court precedent now dictates that the statute does not
19 apply here.²

20 **II. Anthem’s Claims Do Not Arise from Protected Activity Because IDR Is**
21 **Not an “Official Proceeding” Under the Anti-SLAPP Statute.**

22 Separate from the inapplicability of California’s anti-SLAPP statute in this
23 Court, IDR is not an “official proceeding” subject to anti-SLAPP protection. The
24 agencies’ roles in the process are purely “ministerial,” *Mindys*, 611 F.3d at 597, and
25

26 ² In *Left v. Anson Funds Management, LP*, the court stated in *dicta* that it was
27 “skeptical that *Berk*’s reasoning is clearly irreconcilable with existing Circuit
28 precedent.” No. 2:25-CV-10432-SPG-JC, 2026 WL 1365637, at *9 (C.D. Cal. Mar.
31, 2026). But the court ignored *Berk*’s express prohibition on federal courts
“rewriting” state procedural devices to survive alongside the Federal Rules, which is
precisely what the Ninth Circuit has done to California’s anti-SLAPP statute.

1 courts have extended official-proceeding status only to proceedings that, unlike IDR,
2 involve formal fact adjudication at an actual hearing.

3 **A. The Role of the Departments in IDR is Ministerial.**

4 Although Defendants’ fraudulent attestations constitute false statements to
5 federal agencies, “the mere fact of a government agency’s involvement in a
6 transaction does not, without more, make a proceeding ‘official.’” *Li v. Jin*, 83 Cal.
7 App. 5th 481, 493 (2022). For anti-SLAPP purposes, “‘ministerial’ acts involving
8 primarily private transactions are not protected acts.” *Mindys*, 611 F.3d at 597. The
9 question is whether the government is being asked to “determine some disputed
10 matter”; if it is merely performing “a nondiscretionary, ministerial act that involves
11 no deliberation or discretionary decisionmaking,” the proceeding is not official. *Id.*
12 at 597 (quoting *Blackburn v. Brady*, 116 Cal. App. 4th 670, 677 (2004)); *City of*
13 *Indus. v. City of Fillmore*, 198 Cal. App. 4th 191, 217 (2011).

14 Once Defendants initiate IDR with their false attestations of eligibility, the
15 Departments exercise no discretion; they automatically transmit the dispute to the
16 IDRE. The Departments do not “determine some disputed matter as contemplated
17 under the anti-SLAPP law.” *Cf. Mindys Cosms.*, 611 F.3d at 597 (USPTO’s role not
18 ministerial where it independently reviewed and decided trademark application); *Li*,
19 83 Cal. App. 5th at 493 (IRS role not ministerial where it assessed applications
20 against “myriad tax court cases” examining detailed factual scenarios). Instead, the
21 Departments’ automatic transmission of the IDR notice to IDREs based on
22 Defendants’ certifications is “a nondiscretionary, ministerial act that involves no
23 deliberation or discretionary decisionmaking.” *City of Indus.*, 198 Cal. App. at 217.
24 IDR is therefore not an “official proceeding” subject to anti-SLAPP protection.

25 **B. IDR is an Informal Offer Submission Process, Not an Official**
26 **Proceeding.**

27 The informal IDR process is also not an “official proceeding” for the purposes
28 of the anti-SLAPP statute because it does not involve formal findings of fact or

1 hearings of any kind. “When nongovernmental entities are involved, courts have
2 limited ‘official proceeding’ anti-SLAPP protection to (1) quasi-judicial proceedings
3 that are part of a comprehensive statutory licensing scheme and subject to judicial
4 review by administrative mandate . . . and (2) proceedings established by statute to
5 address a particular type of dispute.” *Dorit v. Noe*, 49 Cal. App. 5th 458, 469 (2020)
6 (internal citations and punctuation omitted); *see also Century 21 Chamberlain &*
7 *Assocs. v. Haberman*, 173 Cal. App. 4th 1, 9 (2009) (explaining that private
8 contractual arbitration is not an official proceeding).

9 Defendants assume, without any analysis, that IDRs fall within the latter
10 category because they are “congressionally-established.” MTS at 5. But decisions
11 addressing which statutory procedures “constitute[] []’official proceeding[s]’ are
12 fact- and statute-specific.” *Elec. Waveform Lab, Inc. v. EK Health Servs., Inc.*, No.
13 B249840, 2015 WL 576595, at *8 (Cal. Ct. App. Feb. 11, 2015). Ultimately, “a
14 private organization’s proceedings constitute an official proceeding authorized by
15 law if the proceedings display properties like those paradigmatic of a legal
16 proceeding[.]” *Zaslavsky*, 2024 WL 1706627, at *6.

17 In each of Defendants’ cited authorities, the relevant “official proceeding”
18 involved formal fact adjudication at an actual hearing with access to traditional
19 discovery.³ For example, *Philipson & Simon v. Gulsvig* held that Mandatory Fee
20 Arbitration Act (“MFAA”) arbitrations administered by state bar associations
21 constitute official proceedings. 154 Cal. App. 4th 347, 358 (2007). But the reason
22 that “MFAA arbitrations qualify as official proceedings [is] because they are both
23 established by statute and part of the State Bar’s comprehensive licensing scheme for
24

25 ³Defendants misstate *Dean v. Kaiser Found. Health Plan, Inc.*, which did not hold
26 that a Uniform Domain-Name Dispute-Resolution Policy (“UDRP”) proceeding
27 qualified as an official proceeding — the court merely accepted the argument as
28 uncontested. 562 F. Supp. 3d 928, 934 (C.D. Cal. 2022). In any event, UDRP
proceedings involve extensive briefing, evidentiary disclosures, and live hearings,
unlike IDR. <https://www.wipo.int/amc/en/arbitration/rules/>.

1 attorneys,” and they include live proceedings featuring sworn testimony and
2 subpoenas for witnesses and documents, as well as rulings reviewable by trial *de*
3 *novo*. *Dorit*, 49 Cal. App. 5th at 469-70; *see* Cal. Bus. & Prof. Code § 6200(g). IDR
4 has none of these features.

5 Similarly, *Mallard v. Progressive Choice Ins. Co.* held that uninsured motorist
6 arbitrations under California Insurance Code § 11580.2 constitute official
7 proceedings. 188 Cal. App. 4th 531, 540 (2010). That statute expressly authorizes
8 subpoenas and discovery, deems the arbitration hearing a “trial of an issue,” and
9 makes all rights under Title 4 of the Code of Civil Procedure available to both parties.
10 *Id.*; *see* Cal. Ins. Code § 11580(f) (providing for interrogatories and depositions).

11 And *Mission Beverage Co. v. Pabst Brewing Co., LLC* reached the same
12 conclusion for statutory arbitration valuing distribution rights under California’s
13 Alcoholic Beverage Control Act. 15 Cal. App. 5th 686, 699 (2017). That proceeding
14 provides for full document disclosure, third-party discovery, a live hearing with
15 witnesses and expert testimony, and appeal to Superior Court for unrestricted review
16 of “errors of fact or law.” *Id.*; *see* Cal. Bus. & Prof. Code § 25000.2(f).⁴

17 In contrast, courts have declined to grant official proceeding status to any
18 process that does not, at a minimum, provide for an actual hearing. *See, e.g., Swanson*
19 *v. Cnty. of Riverside*, 36 Cal. App. 5th 361, 371 (2019) (“As part of the peer review
20 proceedings, practitioners must be given an opportunity for a noticed hearing and the
21 presentation of evidence before a proposed disciplinary action occurs No
22 corollary exists for 72-hour detentions under the Welfare and Institutions Code.”);
23 *Altman v. Azriyan*, No. B195061, 2008 WL 4182422, at *8 (Cal. Ct. App. Sept. 12,
24 2008) (notary process not official proceeding because, among other things, “[i]t does
25 not involve a hearing like the hospital peer review procedure”).

26 _____
27 ⁴ *See also Zaslavsky*, 2024 WL 1706627, at *6 (finding trade association expulsion
28 hearing was “official proceeding” where member was granted in person hearing with
right of appeal to trial court pursuant to Cal. Corp. Code § 7341).

1 The decision in *Electronic Waveform* is instructive. In that case, the trial court
2 had accorded official proceeding status to “utilization review (UR)” proceedings, a
3 “process by which disputes over medical treatment plans for injured workers covered
4 by California’s workers’ compensation statutes are resolved.” 2015 WL 576595, at
5 *1. The trial court based its conclusion on the fact that UR proceedings are “a
6 comprehensive administrative review procedure mandated by the Labor Code.” *Id.*,
7 at *7. On appeal, the plaintiff argued that UR was merely a “claims review” process
8 that did not meet the criteria for an official proceeding. The Court of Appeal agreed
9 and distinguished the UR process from attorney fee arbitrations:

10 Defendant’s reliance on a case holding that State Bar fee
11 arbitrations are official proceedings (*Philipson & Simon v.*
12 *Gulsvig, supra*, 154 Cal.App.4th at p. 358) only indicates
13 that determinations of what constitutes an “official
14 proceeding” are fact- and statute-specific. A critical
15 distinction is that in fee arbitrations the very nature of the
16 process—it is an arbitration, a traditional litigation
17 substitute—distinguishes it, and led that court to determine
18 it to be an official proceeding. By contrast, UR review is
19 medical rather than legal and informal rather than formal.
20 Fee arbitration has attributes which stand in stark contrast.

21 *Id.*, at *8.⁵

22 Here, IDR has none of the procedural attributes associated with the types of
23 administrative and private arbitral proceedings that have been deemed “official
24 proceedings” under the anti-SLAPP statute. Put simply, IDR “is not an arbitration;”
25 rather, “IDR is—by statute—a highly-restricted process. The parties are given a
26

27 ⁵ The court further distinguished UR from the peer review process at issue in *Kibler*,
28 *Id.*, at *9.

1 single opportunity to provide the referee with supporting documents and evidence . .
2 . there is no opportunity for briefing, hearing, or appeal.” *Mod. Orthopaedics of NJ*
3 *v. Premera Blue Cross*, No. 2:25-CV-01087 (BRM) (JSA), 2025 WL 3063648, at
4 *5-6 (D.N.J. Nov. 3, 2025). The IDREs do not provide any specific rationale or
5 findings of fact in their boilerplate payment determinations. 45 C.F.R.
6 § 149.510(c)(1)(v). They merely select of “one of the offers submitted . . . to be the
7 amount of payment” with, at best, a threadbare recitation of the statutory factors that
8 are required to be considered in the IDRE’s decision. 42 U.S.C. § 300gg-
9 111(c)(5)(A)(i).

10 IDR does not involve “a noticed hearing and the presentation of evidence.”
11 *Swanson*, 36 Cal. App. 5th at 371 (2019). Parties to IDR do not have access to
12 “subpoenas and other discovery devices.” *Mallard*, 188 Cal. App. 4th at 540. IDR
13 decisions are not “reviewable via a trial de novo in [] court.” *Dorit*, 49 Cal. App. 5th
14 at 470. And the process is “informal rather than formal.” *Elec. Waveform*, 2015 WL
15 576595, at *8. California law does not support finding that IDR is an “official
16 proceeding” subject to anti-SLAPP protection.

17 **III. Anthem Pleads Viable Unfair Competition Law Claims.**

18 Defendants’ arguments for dismissal of Anthem’s UCL claim fail on the
19 merits. The arguments incorporated from their Motion to Dismiss (ECF No. 41-1)
20 fail for the reasons stated in Anthem’s MTD Opposition. California’s litigation
21 privilege does not apply to IDR proceedings. And Anthem has adequately alleged a
22 UCL claim based on unlawful and unfair conduct, which does not require direct first
23 party reliance.

24 **A. Defendants’ Motion to Dismiss Arguments Fail.**

25 Defendants’ Motion to Strike incorporates and/or restates arguments from
26 their Motion to Dismiss, including that the NSA’s Judicial Review Provision,
27 collateral estoppel, and *Noerr-Pennington* doctrine bar Anthem’s state law claims.
28 MTS 7. These arguments fail for the reasons stated in Anthem’s MTD Opposition at

1 Sections I.A (Judicial Review Provision), I.B (*Noerr-Pennington*), and I.C (collateral
2 estoppel), each of which is incorporated herein by reference.

3 **B. The Litigation Privilege Does Not Apply.**

4 California’s litigation privilege does not apply to Anthem’s state-law claims
5 because (1) IDR is not a “judicial proceeding”⁶ or “other official proceeding
6 authorized by law” under Cal. Civ. Code § 47, and (2) Anthem’s UCL claim relies
7 on federal law.

8 **1. IDR Is Not a Judicial or Quasi-Judicial Proceeding**

9 IDR is not a judicial proceeding, and it does not meet the standard for a “quasi-
10 judicial” proceeding under California law. “An official proceeding, for these
11 purposes, has been interpreted to encompass those proceedings which resemble
12 judicial . . . proceedings,” including “quasi-judicial” proceedings. *Wang v. Peletta*,
13 112 Cal. App. 5th 478, 493 (2025) (citation and punctuation omitted). To determine
14 whether a proceeding outside the courts is quasi-judicial, California courts consider:

- 15 (1) whether the administrative body is vested with
16 discretion based upon investigation and consideration of
17 evidentiary facts, (2) whether it is entitled to hold hearings
18 and decide the issue by the application of rules of law to
19 the ascertained facts, and (3) whether its power affects the
20 personal or property rights of private persons.

21 *Cirrus Beijing Corp. v. Adams*, 772 F. App’x 600, 601 (9th Cir. 2019) (quoting *Picton*
22 *v. Anderson Union High Sch. Dist.*, 50 Cal. App. 4th 726 (1996)); *Mirmehdi v. United*
23 *States*, 689 F.3d 975, 985 (9th Cir. 2012) (same); *see also Moore v. Conliffe*, 7 Cal.
24 4th 634, 645 (1994) (evaluating whether the procedures are “functionally equivalent
25 to court proceedings.”).

26 IDR fails at least the first two factors, and it is not “functionally equivalent to

27 _____
28 ⁶ *See, e.g., People v. Potter Handy, LLP*, 97 Cal. App. 5th 938, 944 (2023) (applying
litigation privilege to federal court filings).

1 court proceedings.” Regarding the first factor, California courts have focused on
2 whether, for example, the decisionmaker is required to investigate and address all
3 material allegations of the parties. *Compare, e.g., Picton*, 50 Cal. App. 4th at 738
4 (“[T]he Committee’s primary purpose is to investigate and consider evidentiary
5 facts,” and the statute expressly requires that “the Committee ‘shall investigate each
6 allegation.’”) *with Butler v. McCain & Assocs.*, No. C074654, 2016 WL 1726018, at
7 *6 (Cal. Ct. App. Apr. 27, 2016) (county surveyor not vested with requisite discretion
8 where it was only required to “survey for mathematical accuracy and compliance
9 with certain statutory requirements as to presentation and form”). IDREs make
10 payment determinations by selecting one of the parties’ offers; they neither
11 investigate facts nor validate the accuracy of competing factual claims. Likewise, the
12 Departments cannot investigate the veracity of Defendants’ eligibility
13 representations; NSA regulations direct IDREs to confirm eligibility by reviewing
14 only the initiating provider’s attestation. *See* 42 U.S.C. § 300gg-111; 42 C.F.R. §
15 49.510(c)(1)(v). IDREs are thus limited to reviewing submissions for “compliance
16 with certain statutory requirements as to presentation and form.” *Butler*, 2016 WL
17 1726018, at *6.

18 Regarding the second factor, IDREs do not “hold hearings or decide the
19 issue[s] by the application of rules of law to ascertained facts.” *Cirrus*, 772 F. App’x
20 at 601 (internal citation omitted). The litigation privilege applies where the
21 decisionmaker could hold hearings and apply legal standards. *See Picton*, 50 Cal.
22 App. 4th at 738 (committee empowered to hold hearings and assess probable cause
23 under a legal standard); *GeoData Sys. Mgmt, Inc., v. Am. Pac. Plastic Fabricators,*
24 *Inc.*, No. CV154125VAPJEMX, 2016 WL 11756835, at *19 (C.D. Cal. Oct. 19,
25 2016) (TTAB authorized to hold hearings and interpret law); *McNair v. City and*
26 *County of San Francisco*, 5 Cal. App. 5th 1154, 1168 (2016) (DMV proceeding
27
28

1 subject to evidentiary hearing and court review). IDREs have none of that authority.⁷
2 Accordingly, IDR does not constitute an official proceeding. *See Butler*, 2016 WL
3 1726018, at *6 (statute did not authorize “the County Surveyor or Deputy Surveyor
4 to hold hearings”); *Pettus v. Cole*, 49 Cal. App. 4th 402, 437 (1996), *as modified on*
5 *denial of reh’g* (Oct. 15, 1996) (rejecting application of the litigation privilege to a
6 proceeding that did not involve a hearing).

7 Moreover, IDR is not “functionally equivalent to court proceedings.” *Moore*,
8 7 Cal. 4th at 645. Each of Defendants’ authorities involved full evidentiary hearings,
9 discovery, and briefing. *See Rasidescu v. Midland Credit Mgmt., Inc.*, 496 F. Supp.
10 2d 1155, 1161 (S.D. Cal. 2007) (arbitration with evidence submission and “full
11 hearing”); *Nickoloff v. Wolpoff & Abramson, L.L.P.*, 511 F. Supp. 2d 1043, 1045
12 (C.D. Cal. 2007) (same, under National Arbitration Forum Code of Procedure).

13 Regardless of whether it is sometimes colloquially referred to as “arbitration,”
14 “the IDR process is not an arbitration” as that term is commonly understood. *See*
15 *Mod. Orthopaedics*, 2025 WL 3063648, at *5. It lacks “indicia of administrative
16 proceedings undertaken in a judicial capacity[,] includ[ing] a hearing before an
17 impartial decision maker; testimony given under oath or affirmation; a party’s ability
18 to subpoena, call, examine, and cross-examine witnesses, to introduce documentary
19 evidence, and to make oral and written argument; the taking of a record of the
20 proceeding; and a written statement of reasons for the decision.” *Murray v. Alaska*
21 *Airlines, Inc.*, 50 Cal. 4th 860, 867–68 (2010) (internal citation omitted). IDR also
22 does not implicate “[t]he principal purpose of the privilege,” which “is to afford
23

24 ⁷ Defendants cite *Lambert v. Carneghi* for the proposition that “informal alternative
25 proceedings can receive protection.” MTS 8. Defendants neglect to mention that the
26 “informal proceeding” in that case was a “Costly, Time-Consuming Quasi-Trial”
27 presided over by a former superior court judge that involved a nine-day evidentiary
28 hearing with live witness testimony (including experts) and post-hearing briefing.
Lambert v. Pahl, 2005 WL 6124738, at ¶¶15, 16, 24, 31 (Cal. Sup. Ct. San Francisco
Cnty. June 13, 2005).

1 litigants and witnesses the utmost freedom of access to the courts.” *Silberg v.*
2 *Anderson*, 50 Cal. 3d 205, 213 (1990). Because IDR is not a quasi-judicial
3 proceeding, the litigation privilege does not apply.

4 **2. Anthem’s UCL Claim Relies on Federal Law**

5 Independently, the litigation privilege would not apply to Anthem’s UCL
6 claims because it is “well settled that the California litigation privilege does not apply
7 to federal causes of action[.]” *Oei v. N. Star Cap. Acquisitions, LLC*, 486 F. Supp. 2d
8 1089, 1098 (C.D. Cal. 2006). “[C]ourts routinely hold that when the underlying
9 unlawful conduct is not protected by the litigation privilege, the corresponding UCL
10 claim is also not protected.” *Experian Info. Sols. Inc. v. Stein Saks, PLLC*, No. 8:24-
11 CV-01186-FWS-JDE, 2024 WL 5261159, at *6 (C.D. Cal. Nov. 19, 2024) (internal
12 citation omitted). Because Anthem’s UCL claim rests in part on violations of federal
13 statutes — including 18 U.S.C. § 1347, 29 U.S.C. § 1185e, and 42 U.S.C. § 300gg-
14 111, Compl. ¶ 250 — the privilege is no bar, and the motion to dismiss should be
15 denied. *Lauter v. Anoufrieve*, 2010 WL 3504745, at *13 (C.D. Cal. July 14, 2010).

16 **C. Anthem Adequately Pleads Each Prong of Its UCL Claim with** 17 **Particularity.**

18 California’s UCL prohibits “any unlawful, unfair or fraudulent business act or
19 practice.” Cal. Bus. & Prof. Code § 17200. Its disjunctive structure creates three
20 separate and independent varieties of unfair competition; conduct may violate one
21 prong without implicating the others, and a plaintiff may recover under any single
22 prong alone. *Cel-Tech Commc’ns, Inc. v. L.A. Cellular Tel. Co.*, 20 Cal. 4th 163, 180
23 (1999). Anthem pleads viable claims under the unlawful and unfair prongs.

24 **1. Anthem States a Claim Under the Unlawful Prong.**

25 The UCL’s unlawful prong “‘borrows’ violations of other laws and treats these
26 violations [. . .] as unlawful practices independently actionable under section 17200
27 et seq. and subject to the distinct remedies provided thereunder.” *Farmers Ins. Exch.*
28 *v. Superior Court*, 2 Cal. 4th 377, 383 (1992). Anthem pleads three unlawful-prong

1 predicates—California Penal Code § 550, 18 U.S.C. § 1347, and the NSA and its
2 implementing regulations—each of which independently suffices.

3 **California Penal Code § 550:** California law prohibits a wide range of
4 activities associated with using false or fraudulent claims or statements to obtain
5 insurance payments. Defendants argue (1) that the statute only “prohibits the
6 knowing submission of false claims to insurers,” MTS 13 (quoting *United States v.*
7 *Univ. of S. Cal.*, No. 218CV08311SSASX, 2023 WL 2682298, at *8 (C.D. Cal. Feb.
8 9, 2023)), and (2) IDR eligibility attestations are not “insurance ‘claims’ submitted
9 to Anthem.” *Id.* Defendants overlook the fact that *Univ. of S. Cal.* addressed only §
10 550(a)(1), which focuses narrowly on the presentation of claims to insurers. 2023
11 WL 2682298, at *8.

12 In contrast, § 550(b)(1) and (b)(2) independently criminalize presenting a false
13 or misleading statement “as part of, or in support of ... a claim for payment or other
14 benefit pursuant to an insurance policy” and preparing any statement “with
15 knowledge that it is to be presented to any insurer” in connection with a claim. Cal.
16 Penal Code § 550(b)(1)–(2). Defendants’ own characterization of IDR proceedings
17 as “recourse” for additional payment confirms the point: a proceeding designed to
18 obtain additional insurance payment is precisely a demand for “payment or other
19 benefit pursuant to an insurance policy,” and false statements made within it fall
20 squarely within § 550(b)’s reach. The fact that Defendants provided services to
21 Anthem’s patients does not serve as a defense to their false and misleading
22 statements. *See People v. Perrell*, No. H024810, 2003 WL 22847330, at *8 (Cal. Ct.
23 App. Dec. 1, 2003) (finding Defendant guilty under Cal. Penal Code § 550(b)(1) for
24 submitting a false receipt in support of “an entirely legitimate claim”).

25 **18 U.S.C. § 1347:** Anthem pleads a violation of 18 U.S.C. § 1347 by alleging
26 that Defendants engaged in (1) knowing and willful, (2) execution of a scheme, (3)
27 related to the delivery of or payment for health care benefits, items, or services, (4)
28 for the purpose of obtaining (by false or fraudulent pretenses, representations, or

1 promises) any of the money or property owned by or under the control of any health
2 care benefit program. 18 U.S.C. § 1347(a).

3 Defendants’ contention that Anthem cannot show it was “defrauded” because
4 it allegedly knew Defendants’ certifications were false imports a common-law
5 element of first party reliance that § 1347 does not contain. The Supreme Court has
6 been explicit: “unlike common law fraud, reliance upon the defendant’s
7 misrepresentations has no place in criminal fraud cases.” *Neder v. United States*, 527
8 U.S. 1, 25 (1999) (addressing wire fraud statute); *USA v. Schena*, No. 5:20-CR-
9 00425-EJD-1, 2022 WL 2910185, at *4-5 (N.D. Cal. July 23, 2022) (quoting *Neder*
10 to find reliance irrelevant in § 1347 prosecution and granting “the Government’s
11 motion to preclude Defendant from blaming Medicare [or] other insurance providers
12 for his fraud”); *United States v. Capener*, No. 305CR114RCJRAM, 2006 WL
13 8429805, at *4 (D. Nev. June 19, 2006), *report and recommendation adopted*, No.
14 3:05-CR-0114-RCJ-RAM, 2006 WL 8429828 (D. Nev. Sept. 22, 2006) (citing *Neder*
15 for the proposition that § 1347 includes the common law concept of materiality “but
16 exclude[s] the common law requirements of reliance and damages”).

17 Neither of Defendants’ cited authorities even discuss reliance, demonstrating
18 that it has no place in analysis of a claim under § 1347. *See United States v. Elfenbein*,
19 144 F.4th 551, 560 (4th Cir.), *cert. denied*, 146 S. Ct. 987 (2025) (finding that § 1347
20 is violated by “knowingly submit[ting] false or misleading claims for payment to a
21 healthcare program” without any discussion of reliance); *United States v. Jones*, 471
22 F.3d 478, 482 (3d Cir. 2006) (finding statute did not encompass “simple theft by an
23 employee”).

24 Defendants note that materiality requires the false statement be “capable of
25 influencing” the relevant decisionmaker. *Universal Health Servs., Inc. v. United*
26 *States*, 579 U.S. 176, 193 (2016); *Elfenbein*, 144 F.4th at 560. But Defendants do not
27 and cannot dispute that their eligibility attestations are plainly capable of influencing
28 IDREs, who are instructed by regulation to rely on these representations. 45 C.F.R.

1 § 149.510(c)(1)(v). Indeed, Defendants’ false statements of eligibility are the only
2 basis for IDREs to issue payment determinations on their unlawful disputes.

3 **The NSA and Its Implementing Regulations:** Anthem also alleges that
4 Defendants violated the NSA and its implementing regulations by failing to provide
5 legally sufficient open negotiation notices and initiating IDR for categorically
6 ineligible disputes. Compl. ¶250. Defendants raise three arguments in response, none
7 of which has merit.

8 First, Defendants contend that Anthem cannot establish harm from inadequate
9 open negotiations notices because Defendants invariably demanded 80% of billed
10 charges. That misses the point. The harm is not that Anthem would have negotiated
11 a different rate; it is that Defendants’ systematic noncompliance with mandatory
12 procedural prerequisites produced IDR proceedings and awards that should never
13 have occurred. Open negotiations requirements are independent eligibility
14 prerequisites, not optional formalities. 42 U.S.C. § 300gg-111(c)(1)(A)–(B); 45
15 C.F.R. § 149.510(b)(1)–(2). Defendants’ mechanical 80% demand in every dispute
16 confirms, rather than negates, the indiscriminate nature of their scheme: they
17 submitted disputes *en masse* without regard to statutory prerequisites, extracting
18 awards and imposing costs on Anthem for categorically ineligible claims.

19 Second, Defendants suggest Anthem pleads nothing more than good faith
20 errors rather than a deliberate scheme to submit unlawful disputes. Over 75% of
21 Defendants’ IDR submissions were ineligible (Compl. ¶92), a figure that is
22 irreconcilable with isolated mistakes or inadvertent submissions. While Defendants
23 need only sign a “best of knowledge” attestation, Defendants knew their disputes
24 were ineligible from multiple independent sources: members’ insurance cards,
25 Anthem’s Explanations of Payment stating that claims were subject to state law,
26 Anthem’s written notifications of ineligibility during open negotiations, and the IDR
27 Portal’s own Qualification Questions. Compl. ¶¶29, 55–73, 99–105, 248. The fact
28 that IDREs occasionally ruled against Defendants does not shield them from liability

1 for their unlawful conduct.

2 Third, where a plaintiff alleges a scheme involving thousands of
3 misrepresentations, Rule 9(b) requires only that it plead “examples” with the
4 requisite particularity. *Almont Ambulatory Surgery Ctr., LLC v. UnitedHealth Grp.,*
5 *Inc.*, No. CV1403053MWFVBKX, 2015 WL 12778048, at *8 (C.D. Cal. Oct. 23,
6 2015). Anthem more than clears that bar. The Complaint identifies the who (each of
7 the eleven Defendants), the what (false eligibility attestations and representations),
8 the when (no later than January 2024), the where (the federal IDR Portal), and the
9 how (affirmatively inputting false information to bypass the Portal’s eligibility
10 safeguards). Compl. ¶¶ 90–107, 122–245. It further provides twenty-two dispute-
11 specific examples spanning all eleven Defendants and quantifies the harm: over \$15
12 million in improper awards and over \$2 million in IDR fees. *Id.* ¶ 92.

13 **2. Anthem Pleads an Unfair Business Practice.**

14 The Ninth Circuit recognizes multiple independent tests for the UCL’s unfair
15 prong, any one of which is sufficient. *Doe v. CVS Pharmacy, Inc.*, 982 F.3d 1204,
16 1214-1215 (9th Cir. 2020). Anthem may show that “the challenged conduct is
17 tethered to any underlying constitutional, statutory or regulatory provision[.]” *Id.*
18 Defendants misread this requirement to argue that Anthem must satisfy an antitrust
19 standard. The antitrust standard applies only when “a business competitor brings a
20 theory of anticompetitive business practices.” *Nazemi v. Specialized Loan Servicing,*
21 *LLC*, 637 F. Supp. 3d 856, 863 (C.D. Cal. 2022); see also *Fernandez v.*
22 *Progressive Mgmt. Sys.*, No. 3:21-cv-00841-BEN-WVG, 2022 WL 2541272, at *6
23 (S.D. Cal. July 7, 2022) (denying motion to dismiss UCL claim because it alleged
24 defendant “engaged in misrepresentations to collect legally impermissible debts,
25 which violates California’s public policy against unfair debt collection under the
26 Rosenthal Act”). Anthem pleads misconduct that violates both the provisions and
27 underlying policy of multiple statutes prohibiting Defendants’ NSA Scheme. The
28 inquiry ends there.

1 Anthem also independently satisfies the unfair prong under the “immoral,
2 unethical, oppressive, unscrupulous or substantially injurious” test. *CVS*, 982 F.3d at
3 1214 (internal citation omitted). Defendants knowingly submitted thousands of
4 categorically ineligible disputes based on systematic false attestations, extracting
5 millions of dollars in improper awards, and imposing substantial fee burdens on
6 Anthem. Compl. ¶¶92, 119–21. They offer no legitimate business justification; the
7 conduct’s sole purpose is to circumvent the NSA’s eligibility safeguards and extract
8 unwarranted payments.

9 Defendants’ focus on the *Bardin* balancing test is misplaced. The balancing
10 test does not apply when the unfairness claim is “tethered to specific constitutional,
11 statutory, or regulatory provisions.” *Bardin v. DaimlerChrysler Corp.*, 136 Cal. App.
12 4th 1255, 1260–61 (2006). But even under the balancing test, Defendants’ arguments
13 fail. The balancing test weighs the utility of the challenged conduct — submitting
14 thousands of knowingly ineligible disputes with false attestations — not the utility of
15 providing medical care. There is a fundamental difference between using the IDR
16 process and abusing it. There is no utility whatsoever in submitting false eligibility
17 attestations; the conduct is purely extractive. In any event, the balancing inquiry is
18 factual and inappropriate to resolve on a motion to strike.

19 **3. Anthem Is Not Required to Allege First Party Reliance on**
20 **Defendants’ Misrepresentations.**

21 Defendants’ first party reliance arguments misunderstand the state of the law.
22 Defendants argue that Anthem lacks standing to assert a claim under the UCL
23 because, in perpetrating the NSA scheme, they fraudulently induced reliance by the
24 Departments and IDREs, not Anthem. MTS at 10-12. But a plaintiff need only allege
25 its own reliance for UCL claims based on false advertising or other public-facing
26 consumer deception.

27 Prior to 2004, the UCL “authorized any person acting for the general public to
28 sue for relief from unfair competition” and “did not depend on a showing of injury

1 or damage.” *Californians for Disability Rights v. Mervyn’s, LLC*, 39 Cal. 4th 223,
2 228 (2006). In 2004, however, the law was amended through Proposition 64 to
3 require that any plaintiff has “suffered injury in fact and has lost money or property
4 as a result of unfair competition.” *Id.* This amendment sought to counteract
5 exploitative court filings by counsel seeking to generate attorney’s fees by filing
6 lawsuits “for clients who have not used the defendant’s product or service, viewed
7 the defendant’s advertising, or had any other business dealing with the defendant[.]”
8 *Id.* (internal quotation omitted).

9 As the California Supreme Court recognized in *In re Tobacco II Cases*, 46 Cal.
10 4th 298 (2009), Proposition 64 fundamentally altered the pleading requirements for
11 UCL claims “based on a fraud theory involving false advertising and
12 misrepresentations to consumers.” 46 Cal. 4th at 326 n.17. For that type of claim, the
13 law requires that a plaintiff plead “actual reliance” on the false advertising or
14 deceptive statements to consumers. *Tobacco II* expressly cabined its reliance
15 discussion to this specific and narrow category of UCL claims, acknowledging that
16 “many types of unfair business practices” fall outside that category — practices to
17 which a reliance requirement “has no application.” *Id.*

18 *Tobacco II* did not establish a universal requirement for UCL claims involving
19 deceptive conduct. It addressed Proposition 64’s amendment solely in the specific
20 context of consumer-facing fraud and deceptive advertising, where the causal link
21 between a misrepresentation and a plaintiff’s harm is mediated by the plaintiff’s
22 reliance on that misrepresentation. Where, as here, the UCL claim does not rest on a
23 fraud or misrepresentation directed at consumers, the *Tobacco II* reliance framework
24 is irrelevant.

25 Courts have extended the actual reliance requirement to UCL claims under the
26 unlawful and unfair prongs, but they have done so only where the claim is premised
27 on false advertising or public deception of consumers. *See Durell v. Sharp*
28 *Healthcare*, 183 Cal. App. 4th 1350, 1363 (2010) (class action alleging deceptive

1 statements in provider’s website and patients’ forms); *Kwikset Corp. v. Superior Ct.*,
2 51 Cal. 4th 310, 317 (2011) (defendant “falsely marketed and sold locksets labeled
3 as ‘Made in U.S.A.’”); *Kachuck Enters. v. Mission Produce, Inc.*, No. 2:25-CV-
4 01523-AH-JCX, 2026 WL 216475, at *2 (C.D. Cal. Jan. 22, 2026) (class action
5 alleging defendants “representations deceive consumers into believing that their
6 avocados are sustainably sourced”).⁸

7 Even in the context of consumer fraud cases, a growing body of case law holds
8 that a plaintiff may state a claim where it directly suffers injury through a third party’s
9 reliance on the defendant’s fraud. Courts have applied this principle to competitor
10 plaintiffs harmed through lost sales and market share. As *Allergan USA Inc. v.*
11 *Imprimis Pharmaceuticals, Inc.* explained, imposing a direct reliance requirement on
12 non-consumer plaintiffs is “illogical” because their injury arises not from being
13 deceived themselves but from deception directed at others; requiring them to show
14 reliance on a rival’s advertising would impose a “superficial hurdle” not mandated
15 by the UCL. 2017 WL 10526121, at *13–14 (C.D. Cal. Nov. 14, 2017).⁹ *Millennium*
16 *Dental Technologies, Inc. v. Terry* reinforced this conclusion: Proposition 64 was
17

18 ⁸ See also *Williams v. Apple, Inc.*, 449 F. Supp. 3d 892, 913 (N.D. Cal. 2020) (class
19 action based on “Apple’s alleged misrepresentations regarding iCloud storage” in
20 terms of service); *Nifty Techs., Inc. v. Mango Techs., Inc.*, No. 24-CV-194 JLS
21 (AHG), 2025 WL 1826430, at *13 (S.D. Cal. July 1, 2025) (UCL claim “relie[d]
22 exclusively on the theory that consumers relied on the false representations” in blog
23 posts); *Cisco Sys., Inc. v. Dexon Computer, Inc.*, No. 20-CV-04926-CRB, 2021 WL
24 5848080, at *2 (N.D. Cal. Dec. 9, 2021) (UCL claim premised on misleading
25 communications with customers); *Morizur v. Seaworld Parks & Ent., Inc.*, No. 15-
26 CV-02172-JSW, 2020 WL 6044043, at *15 (N.D. Cal. Oct. 13, 2020) (false
27 advertising by Sea World); *Ouiby Inc. v. Posey*, No. 17-CV-03847-EMC, 2018 WL
28 732493, at *5 (N.D. Cal. Feb. 6, 2018) (misrepresentations on website to attract
public investors).

⁹ See also *Scilex Pharms. Inc. v. Sanofi-Aventis U.S. LLC*, No. 21-CV-01280-JST,
2021 WL 11593043, at *7 (N.D. Cal. Aug. 16, 2021) (same); *Lona’s Lil Eats, LLC*
v. DoorDash, Inc., No. 20-CV-06703-TSH, 2021 WL 151978, at *12 (N.D. Cal. Jan.
18, 2021) (same).

1 designed to curb suits by uninjured plaintiffs, not to bar competitors who suffer direct
2 economic harm from a rival’s conduct. 2018 WL 5094965, at *15–16 (C.D. Cal. July
3 16, 2018). And *KT Enterprises LLC v. Comp360, LLC* held that “the tide appears to
4 be changing” in favor of this approach, adopting the rule that non-consumer plaintiffs
5 “need not allege actual reliance so long as there is a sufficient causal connection” to
6 their economic injury. 751 F. Supp. 3d 999, 1003–04 (C.D. Cal. 2023).¹⁰

7 In any event, this is not a case that involves consumer advertising or deception,
8 and thus there is no basis to require that Anthem plead direct reliance on Defendants’
9 misrepresentations. Here, Defendants targeted communications to the Departments
10 and IDREs in individual, claim-specific proceedings. Anthem was a party to the very
11 proceedings in which those misrepresentations were made. It was a direct participant
12 in the IDR proceedings corrupted by Defendants’ conduct and suffered direct,
13 quantifiable economic harm — excess payments extracted through a federally-
14 regulated process — traceable to that conduct in those proceedings. Imposing a
15 consumer-advertising reliance requirement on Anthem serves none of Proposition
16 64’s purposes. *See KT Enters.*, 751 F. Supp. 3d at 1003–04.

17 **IV. Anthem Bases its Claim for Injunctive and Declaratory Relief on its**
18 **Federal Law Claims.**

19 Anthem’s Count IV is premised on Anthem’s federal claims and is addressed
20 in the accompanying opposition to Defendants’ motion to dismiss.

21 **V. Defendants Are Not Entitled to Attorney’s Fees.**

22 Even if the Court grants this motion, Defendants cannot be a prevailing party
23 while Anthem’s federal claims survive. In that event, “[t]he possible recovery against

24 ¹⁰ There is a split among courts in this circuit as to whether competitors can bring
25 claims based on defendants’ deceptive consumer advertising, and Defendants have
26 cited several cases rejecting that proposition. *See Mosafer Inc. v. Broidy*, No. 2:21-
27 CV-06320-MCS-JC, 2022 WL 793029, at *6 (C.D. Cal. Feb. 4, 2022), *aff’d on*
28 *other grounds*, 2023 WL 8295921 (9th Cir. Dec. 1, 2023).

1 defendants did not change,” “[t]he factual allegations... did not change,” and “[t]he
2 case was essentially the same after the ruling on the special motion to strike as it was
3 before.” *Moran v. Endres*, 135 Cal. App. 4th 952, 956 (2006). Conversely, if the
4 federal claims are dismissed, Defendants acknowledge the Court “need not reach this
5 motion.” MTS 2; *see also Bhs L. LLP v. Worldex Indus. & Trading Co.*, No. 25-CV-
6 04471-SVK, 2025 WL 3754296, at *18 (N.D. Cal. Dec. 29, 2025) (federal court
7 cannot grant anti-SLAPP fees without subject matter jurisdiction).

8 **CONCLUSION**

9 For the foregoing reasons, Anthem respectfully requests that the Court deny
10 Defendants’ Special Motion to Strike in its entirety, together with Defendants’
11 request for attorney’s fees and costs.

12 Dated: June 12, 2026

CROWELL & MORING LLP

14 By: /s/ Amir Shlesinger

15 Amir Shlesinger
16 Laura Schwartz
17 Jason T. Mayer (*admitted pro hac vice*)
18 Martin J. Bishop (*admitted pro hac vice*)
19 Alexandra M. Lucas (*admitted pro hac vice*)
20 Jed Wulfekotte (*admitted pro hac vice*)

21 *Attorneys for Plaintiffs*
22 *Anthem Blue Cross Life and Health*
23 *Insurance Company and Blue Cross of*
24 *California dba Anthem Blue Cross*

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L.R. 11-6.1 CERTIFICATE OF COMPLIANCE

Pursuant to L.R. 11-6.1, the undersigned, counsel of record for ANTHEM BLUE CROSS LIFE AND HEALTH INSURANCE COMPANY and BLUE CROSS OF CALIFORNIA D/B/A ANTHEM BLUE CROSS, certifies that this brief, excluding the caption, the signature block, tables of contents and authorities, and any supporting documents, contains 6,902 words, which complies with the word limit of L.R. 11-6.1.

Dated: June 12, 2026

CROWELL & MORING LLP

By: /s/ Amir Shlesinger
Amir Shlesinger

Counsel for Plaintiffs Anthem Blue Cross Life and Health Insurance Company and Blue Cross of California d/b/a Anthem Blue Cross