UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

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

Plaintiffs,

v.

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

Defendants.

Case No. 8:26-cv-00023

JOINT RULE 26(f) REPORT

Original Complaint: January 5, 2026

Removal: N/A

Responsive Pleading: April 27, 2026

Final Pretrial Conference (Proposed): July 27, 2027 (Plaintiffs) or May 9, 2028 (Defendants)

Hearing Date: July 28, 2026
Hearing Time: 11:00 a.m.
Court Room: 9B

Honorable Mónica Ramírez Almadani
United States District Judge

Plaintiffs Anthem Blue Cross Life and Health Insurance Company and Blue Cross of California d/b/a Anthem Blue Cross (collectively "Anthem") and Defendants Prime Healthcare Services – St. Francis, LLC, Chino Valley Medical Center Auxiliary, Prime Healthcare Services – Encino Hospital, LLC, Prime Healthcare Services – Garden Grove, LLC, Prime Healthcare Huntington Beach, LLC, Prime Healthcare La Palma, LLC, Prime Healthcare Services – Montclair, LLC, Prime Healthcare Paradise Valley, LLC, Prime Healthcare Services – Shasta, LLC, Prime Healthcare Services – Sherman Oaks, LLC, and Prime Healthcare Anaheim, LLC (collectively "Defendants" or "Prime Hospitals") jointly submit this report in accordance with Rule 26(f) of the Federal Rules of Civil Procedure.

1. STATEMENT OF CASE

ANTHEM: This action seeks to hold Defendants liable for their scheme to defraud Anthem by flooding the No Surprises Act's ("NSA") independent dispute resolution ("IDR") process with thousands of knowingly ineligible disputes. Beginning no later than January 2024, Defendants submitted knowingly false eligibility attestations to Anthem, federal agencies (the "Departments"), and certified IDR entities ("IDREs"), falsely certifying that disputes were eligible for the IDR process. More than 75% of Defendants' disputes were categorically ineligible for IDR, yet Defendants fraudulently secured more than $15 million in improper IDR awards and caused Anthem to incur more than $2 million in IDR-related fees and significant operational costs. To conceal their fraud, Defendants leverage the "Prime Portal," a platform with significant login, user, access, and retention restrictions that deprive Anthem of legally required notice rights, obstruct Anthem's participation in the open negotiations and IDR process, and push thousands of ineligible disputes to a payment determination. Anthem asserts four counts against all Defendants: (1) violation of California's Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code §§ 17200 *et seq*. (Count I); (2) vacatur of NSA IDR determinations, brought in the alternative (Count II); (3) an Employee Retirement

Income Security Act of 1974 ("ERISA") claim for equitable relief (Count III); and (4) declaratory and injunctive relief (Count IV).

Defendants' Motion to Dismiss and Special Motion to Strike are without merit and should be denied in their entirety. First, the NSA's judicial review provision does not bar Anthem's claims: by its plain language, 42 U.S.C. § 300gg-111(c)(5)(E)(i)(II) applies solely to an IDRE's selection of the payment determination and does not foreclose judicial review of Defendants' fraudulent scheme for the reasons stated in Anthem's Opposition. Second, the *Noerr-Pennington* doctrine does not immunize Defendants' intentional misrepresentations of fact in non-public proceedings before private, for-profit IDREs. Third, collateral estoppel does not apply because Defendants present no evidence of eligibility "decisions" and cannot meet the elements for the doctrine, including because Anthem did not have a full and fair opportunity to litigate Defendants' fraudulent scheme in IDR, much less any eligibility "decisions" where IDREs have a direct financial stake in finding that disputes are eligible. Fourth, Anthem's vacatur claim is well-pleaded: Anthem alleges that IDREs exceeded their statutory authority by issuing payment determinations on statutorily ineligible disputes, and that awards were procured by fraud through Defendants' false attestations, including those where the Prime Portal concealed Defendants' ineligible disputes and prohibited Anthem from objecting. Fifth, Anthem states viable claims under ERISA § 1132(a)(3) and the UCL, and California's anti-SLAPP statute does not apply in federal court; in any event, IDR is not an "official proceeding" subject to anti-SLAPP protection.

PRIME HOSPITALS: Anthem brought this action against Prime Hospitals—eleven community hospitals across California—seeking to overturn more than 6,000 IDR awards issued under the NSA. Prime Hospitals are out-of-network providers that furnished emergency and post-stabilization care to Anthem's insureds. When Anthem routinely underpaid claims for that care, Prime Hospitals invoked the

congressionally established IDR process under the NSA to seek appropriate reimbursement—and frequently prevailed before neutral arbitrators. Rather than accept those binding outcomes, Anthem now seeks a collateral do-over in federal court, asserting claims for: (1) violations of California's Unfair Competition Law, (2) vacatur of the IDR awards under the Federal Arbitration Act ("FAA"), (3) ERISA equitable relief, and (4) declaratory and injunctive relief.

Prime Hospitals filed a Motion to Dismiss under Rules 12(b)(1) and 12(b)(6) and a Special Motion to Strike under Cal. Civ. Proc. Code § 425.16, raising multiple independent grounds for dismissal. First, as numerous federal courts around the country (including a prior decision of this Court) have held, the NSA's judicial-review bar strips subject-matter jurisdiction over all claims except FAA vacatur, and Anthem's non-vacatur claims are impermissible collateral attacks on binding arbitration awards. Second, the Noerr-Pennington doctrine bars Anthem's claims because Prime Hospitals' IDR submissions constitute protected First Amendment petitioning activity. Third, issue preclusion estops Anthem from relitigating eligibility determinations that were already decided against it in the underlying IDR proceedings. Fourth, Anthem's vacatur claim fails because Anthem concedes it discovered and raised the alleged "fraud" during the arbitrations—thereby foreclosing any "second bite at the apple" under Ninth Circuit law—and Anthem has not pleaded particularized grounds for vacating each individual award as required by Rule 9(b). In support of their Special Motion to Stike, the Prime Hospitals argued that (1) Anthem's state-law claims (Counts I and IV) arise from acts in furtherance of the Prime Hospitals' Constitutional right to petition, and (2) Anthem cannot establish that there is a probability that it will prevail on those state-law claims.

2. SUBJECT MATTER JURISDICTION

ANTHEM: This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331, as this action arises under federal law, including the NSA, 42 U.S.C. § 300gg-

111, and ERISA, 29 U.S.C. §§ 1001 *et seq*. The Court has supplemental jurisdiction over state law claims pursuant to 28 U.S.C. § 1367. As discussed further in Anthem's Opposition, the plain language of 42 U.S.C. § 300gg-111(c)(5)(E)(i)(II) applies solely to an individual IDRE payment determination—*i.e.*, the IDRE's selection of one party's offer—and does not limit judicial review of Defendants' fraudulent scheme of submitting thousands of knowingly false eligibility attestations. As explained in Anthem's Opposition, *Anthem Blue Cross Life & Health Ins. Co. v. HaloMD LLC*, 2026 WL 982629 (C.D. Cal. Apr. 9, 2026) rests on critical legal errors, including because it (1) fails to apply the standard of review dictated by the Supreme Court (and in fact, applies the opposite standard), (2) improperly determined that the Departments' post-legislative regulations expanded the scope of the Judicial Review Provision, and (3) failed to consider that the regulations on which the Court relied to expand the Judicial Review Provision only limit judicial review of payment determinations and not any decision involving eligibility.

Defendants do not dispute that the Court has subject matter jurisdiction over Anthem's alternative claim for vacatur via the NSA, 42 U.S.C. § 300gg-111.

PRIME HOSPITALS: As set forth in greater detail in the Prime Hospitals' Motion to Dismiss, the NSA's judicial-review bar strips subject-matter jurisdiction over all claims except those seeking vacatur under the FAA. Specifically, the Court lacks subject-matter jurisdiction over Anthem's claims because the NSA expressly bars judicial review of IDR determinations. The NSA provides that IDR determinations "shall be binding" and "shall not be subject to judicial review, except in a case" that would permit vacatur under Section 10(a) of the FAA. This language forecloses judicial review "regardless of the legal theory under which judicial review is sought." *Anthem Blue Cross Life & Health Ins. Co. v. HaloMD LLC*, 2026 WL 982629, at *2 (C.D. Cal. Apr. 9, 2026). Anthem cannot circumvent this bar by repackaging its challenges to IDR awards as UCL, ERISA, or other declaratory-

relief claims, since each of those claims "cannot be adjudicated without reviewing the correctness of past IDR awards or inserting the district court in overseeing future IDR awards," which is precisely what Congress prohibited. *Id.* at *10. Because Anthem's claims are impermissible collateral attacks on binding arbitration awards, this Court lacks subject-matter jurisdiction to hear them.

3. LEGAL ISSUES

ANTHEM: Anthem seeks relief from Defendants' scheme to submit thousands of knowingly false and ineligible disputes through the IDR process and conceal their scheme through use of the Prime Portal. Indeed, more than 75% of the disputes submitted by Defendants were categorically ineligible for the IDR process. The Court will evaluate whether this scheme and Defendants' practices violate ERISA and California's UCL, including because they are unlawful and constitute unfair business practices. In the alternative, the Court may evaluate whether the IDR payment determinations that followed Defendants' unlawful scheme are subject to vacatur via the NSA, 42 U.S.C. § 300gg-111(c)(5)(E).

In their Motion to Dismiss and Special Motion to Strike, Defendants argue that they are immune from liability for their unlawful scheme. Anthem's Oppositions address the following legal issues: (1) whether the NSA's judicial review provision, which by its plain language applies only to an IDRE's selection of the payment determination, precludes judicial review of Defendants' scheme of submitting thousands of knowingly false and ineligible disputes; (2) whether the *Noerr-Pennington* doctrine immunizes Defendants' intentional misrepresentations of fact in non-public disputes before private IDREs; (3) whether Anthem's claims could constitute a collateral attack on IDR payment determinations, notwithstanding that there is no exclusive remedy for such determinations and IDR payment determinations are not "binding" where there is evidence of misrepresentation of facts; (4) whether collateral estoppel applies where IDREs are not impartial factfinders, did not conduct hearings, were not required to consider Anthem's

objections, and did not issue written decisions; (5) whether the Court should strike Anthem's state law claims per California's anti-SLAPP statute, even though California's anti-SLAPP statute does not apply in federal court following the Supreme Court's decision in *Berk v. Choy*, 607 U.S. 187 (2026) IDR does not constitute an "official proceeding" under the anti-SLAPP statute.

PRIME HOSPITALS: As noted above, the Prime Hospitals have filed a motion to dismiss under Rules 12(b)(1) and 12(b)(6), as well as a Special Motion to Strike under Cal. Civ. Proc. Code § 425.16. This case presents the following legal issues: (1) whether the No Surprises Act's judicial-review bar, which provides that IDR determinations "shall be binding" and "shall not be subject to judicial review" except for FAA vacatur, strips the Court of subject-matter jurisdiction over Anthem's UCL, ERISA, and declaratory-relief claims; (2) whether the Noerr-Pennington doctrine bars Anthem's claims because Prime Hospitals' submissions to the IDR arbitrators constitute protected First Amendment petitioning activity; (3) whether issue preclusion estops Anthem from relitigating eligibility determinations that neutral arbitrators already decided against it in the underlying IDR proceedings; (4) whether Anthem's FAA vacatur claim fails as a matter of law because Anthem concedes it discovered and raised its fraud allegations during the arbitrations, thereby foreclosing any "second bite at the apple" under Ninth Circuit precedent; and (5) whether Anthem's state-law claims should be stricken under California's anti-SLAPP statute because those claims arise from Prime Hospitals' exercise of their Constitutional right to petition and Anthem cannot demonstrate a probability of prevailing.

4. PARTIES, EVIDENCE, ETC.

ANTHEM: Anthem anticipates that witnesses will include representatives of Anthem with knowledge of claims administration, communications of ineligibility to Defendants, Defendants' IDR practices, including the Prime Portal, and damages; representatives of Defendants, Prime Healthcare Services, Inc., and its affiliates with

knowledge of Defendants' services, claims and claim-related communications, insurance collection practices, IDR eligibility and initiation practices, eligibility attestations, open negotiation communications, and the Prime Portal. Key categories of documents will include, but are not limited to: the underlying claim files, explanations of payment and other claim communications, patient IDR cards and other insurance-related documents and communications, open negotiation notices and responses, IDR initiation forms and eligibility attestations, IDR portal submissions and qualification question responses, eligibility objections submitted by Anthem, Prime Portal communications, Defendants' internal policies and procedures, and documents reflecting damages.

PRIME HOSPITALS: Defendants anticipate that witnesses would include the Parties and their representatives; the IDREs that adjudicated each of the thousands of disputes and issued the challenged awards and their representatives; the federal government agencies responsible for implementing and overseeing the IDR process and the IDREs, including the Department of Health and Human Services ("HHS"), Centers for Medicare and Medicaid Services ("CMS"), and the Department of the Treasury, and their representatives.

Defendants anticipate that key categories of documents will include: the underlying claim files, remittance advices, explanations of payment, explanation codes, plan-type and coverage information, patient insurance information, network-status materials, provider bills, payment records, denials, qualifying payment amount ("QPA")-related materials, IDR offers, administrative-fee and IDRE-fee records, documents concerning whether particular services were emergency or post-stabilization services, covered or denied services, subject to ERISA plans, Medicaid or other non-NSA coverage, in-network contracts, California's Knox-Keene Act or another specified state law, or the NSA's open-negotiation, batching, and timing requirements. Document discovery will also need to address Anthem's claims-administration and IDR practices, its asserted eligibility analyses, objections

submitted to IDREs, payment methodologies, alleged damages computations, ERISA fiduciary allegations, and communications with Defendants, IDREs, employer plans, "Host Plans," and other Blue Cross Blue Shield entities.

Prime Hospitals also anticipate extensive discovery involving IDREs and relevant federal government agencies, including HHS, CMS, and Treasury, as discussed in further detail below in connection with the proposed Discovery Plan.

5. DAMAGES

ANTHEM: As a result of Defendants' unlawful conduct, Anthem has suffered substantial damages, including millions in statutorily ineligible IDR awards, more than $2 million in non-refundable administrative and IDRE fees, and significant operational costs incurred in responding to Defendants' avalanche of ineligible disputes. Anthem also expects to establish that Defendants' unlawful scheme has caused downstream market distorting effects, including by increasing the cost of health care. The harm caused by Defendants' abusive practices is ongoing and threatens the affordability and sustainability of health benefits for Anthem's members. Anthem reserves the right to supplement its damages and damages calculations as discovery progresses.

PRIME HOSPITALS: The Prime Hospitals deny that Anthem is entitled to any recovery.

6. INSURANCE

ANTHEM: Anthem is not aware of any third-party insurance carriers with a pecuniary interest in the case at this time.

PRIME HOSPITALS: The Prime Hospitals are not aware of any insurance carriers with a pecuniary interest in the case at this time.

7. MOTIONS (PROCEDURAL AND DISPOSITIVE)

a) ADDITIONAL PARTIES AND AMENDMENT OF PLEADINGS

Pursuant to Local Rule 26-1(e), the Parties have discussed the likelihood of the appearance of additional parties in this action. At this time, the Parties do not

anticipate that any additional parties will be joined in this matter. Any motions to amend pleadings or add parties shall be heard no later than October 27, 2026, which is ninety (90) days after the Rule 16 Scheduling Conference. The Parties reserve the right to seek joinder of additional parties as discovery progresses and as the facts and circumstances may warrant.

ANTHEM:

a) PROCEDURAL MOTIONS:

In the event that the Court finds any claim inadequately pleaded, Anthem should be afforded leave to amend. Anthem does not anticipate filing additional motions to add parties or amend pleadings at this time but reserves the right to do so as discovery progresses.

b) DISPOSITIVE MOTIONS:

Anthem has filed oppositions to Defendants' Motion to Dismiss, Special Motion to Strike, and Request for Judicial Notice, and opposes Defendants' Motion to Stay Discovery. Anthem respectfully requests that the Court deny Defendants' motions in their entirety. Anthem anticipates filing a motion for summary judgment or partial summary judgment at the appropriate time.

PRIME HOSPITALS:

a) PROCEDURAL MOTIONS:

Beyond the currently pending motions, the Prime Hospitals do not anticipate filing additional motions to add other parties or claims, file amended pleadings, transfer venue, or further challenge the court's jurisdiction at this time.

b) DISPOSITIVE MOTIONS:

Prime Hospitals have filed the following motions: (1) a Motion to Dismiss under Federal Rules of Civil Procedure 12(b)(1) and 12(b)(6), arguing that the Court lacks subject-matter jurisdiction over Anthem's non-vacatur claims under the NSA's judicial-review bar and that Anthem has failed to state a claim upon which relief can be granted; (2) a Special Motion to Strike under California Code of Civil Procedure

§ 425.16 (anti-SLAPP), seeking to strike Anthem's state-law claims on the grounds that those claims arise from Prime Hospitals' exercise of their Constitutional right to petition and Anthem cannot demonstrate a probability of prevailing; and (3) a Motion to Stay Discovery pending resolution of the Motion to Dismiss and Special Motion to Strike.

If Prime Hospitals' Motions are not granted, the Prime Hospitals anticipate filing dispositive motions, including a motion for summary judgment (or adjudication).

8. MANUAL FOR COMPLEX LITIGATION

The Parties do not believe at this time that use of the Manual for Complex Litigation is required in this matter.

9. DISCOVERY

a) STATUS OF DISCOVERY

ANTHEM: Anthem opposes Defendants' motion to stay discovery. Defendants' unlawful scheme will continue to inflict substantial additional damages unless the Court holds Defendants accountable for their misconduct.

Courts disfavor discovery stays, and Defendants fail to meet their heavy burden under any of the three tests applied in this Circuit: their pending motions do not raise a threshold jurisdictional or legal issue that would resolve all of Anthem's claims; the decisions they cite as evidence of likely success rest on critical legal errors; and the balance of hardships weighs decisively against a stay given that Defendants' ongoing scheme continues to inflict mounting harm on Anthem.

Defendants identify no meaningful hardship, complaining instead of routine litigation obligations and burdens arising from their own misconduct. Conversely, a stay would substantially prejudice Anthem by prolonging an ongoing and mounting injury. Granting Defendants' motion to stay discovery would allow them to continue their unlawful scheme, delay accountability for their actions, and avoid disclosing material evidence of their fraudulent conspiracy.

PRIME HOSPITALS: Prime Hospitals have moved for an order briefly staying discovery pending the Court's ruling on their pending Motion to Dismiss and Special Motion to Strike. As set forth in the Prime Hospitals' pending motion to stay discovery, the extensive case law developed to date demonstrates that Prime Hospitals have a substantial likelihood of success on their pending Motion to Dismiss and Special Motion to Strike for numerous independent reasons, any one of which requires dismissal. Because Prime Hospitals' Motion to Dismiss and Special Motion to Strike are likely to be dispositive, a stay pending decision on those motions would support efficiency and avoid wasting this Court's and the Parties' resources. A stay is also particularly warranted here because the Court lacks jurisdiction to review the arbitration awards Anthem is challenging, and because Anthem's claims are barred in their entirety by the Noerr Pennington doctrine and California's litigation privilege, which immunize litigation activity from liability, as well as issue preclusion. Allowing discovery to proceed while the Court resolves Prime Hospitals' Motion to Dismiss and Special Motion to Strike would undermine the policy rationale for protecting litigation activities and risk chilling protected activity by burdening Prime Hospitals with expensive and baseless legal proceedings. Requiring Prime Hospitals to undertake massive discovery into thousands of individual arbitration proceedings before these threshold issues are resolved would be wasteful and unfair.

b) DISCOVERY PLAN

i. Initial Disclosures.

The Parties will exchange initial disclosures under Rule 26(a) in August 2026. The Parties do not propose any changes to the disclosures required under Rule 26(a) at this time.

ii. The Subjects on which Discovery May Be Needed.

ANTHEM: Anthem anticipates that discovery will address, among other things: (1) Defendants' practices and procedures for initiating open negotiations and IDR

disputes, including the role of PrimEra Medical Technologies in submitting disputes on behalf of Defendants; (2) Defendants' knowledge of the eligibility requirements for the IDR process and their awareness that the disputes they submitted were ineligible; (3) the information available to Defendants at the time of each IDR submission, including patient insurance cards, Anthem's explanations of payment, and Anthem's written notifications of ineligibility; (4) the design, operation, and effects of the Prime Portal, including its restrictions on users, access, lack of mandatory information, automatic deletion of messages, and impact on Anthem's ability to respond to notices; (5) Defendants' eligibility review and IDR initiation practices, including whether and how they evaluated eligibility before making attestations to initiate IDR; (6) Defendants' internal policies and communications regarding their IDR strategy, eligibility, and initiation practices; and (7) Anthem's damages.

PRIME HOSPITALS: If this case is not dismissed, discovery will be extensive given that Anthem's Complaint on its face implicates "more than 9,000 IDR proceedings, consisting of more than 8,000 distinct claims and 89,000 separate services," and apparently seeks to overturn "more than 6,000" of those individual IDR awards. Prime Hospitals anticipate serving written discovery on Anthem, including interrogatories directed at the factual basis for each of Anthem's fraud allegations, Anthem's internal claims processing and payment practices for out-of-network emergency care, the specific eligibility determinations Anthem seeks to relitigate, and Anthem's knowledge and conduct during the underlying IDR proceedings—particularly when it discovered and raised its fraud allegations. Prime Hospitals would also seek production of Anthem's internal communications regarding its decision to underpay claims for emergency and post-stabilization care, documents related to Anthem's participation in each of the IDR proceedings (including submissions and objections raised), Anthem's policies and procedures for processing out-of-network claims under the No Surprises Act, and evidence

supporting Anthem's fraud allegations and when that evidence was obtained. Additionally, Prime Hospitals would seek requests for admission to establish that Anthem raised its fraud allegations during the IDR arbitrations, that the IDR determinations are binding under the NSA, and that Prime Hospitals furnished emergency and post-stabilization care to Anthem's insureds. Prime Hospitals would also seek to depose Anthem's corporate representatives pursuant to Rule 30(b)(6) on topics including claims processing, IDR participation, and the basis for this lawsuit, as well as Anthem employees involved in the underlying IDR proceedings and the decision to initiate this litigation.

In addition to party discovery, Anthem's claims implicate a tremendous volume of third-party discovery, including significant discovery from at least three different federal government agencies.

Prime Hospitals intend to seek third-party discovery from the IDREs that issued each of the thousands of challenged awards, which will include documents and communications relating to each individual dispute, as well as deposition testimony from the IDREs and their representatives, concerning the grounds for their decisions in each case as to dispute eligibility and any objections thereto raised by Anthem. This would encompass including documents reflecting IDRE selection, eligibility review, consideration of Anthem's objections, communications with the parties, payment determinations, dismissal determinations, fee practices, internal procedures, reliance on agency guidance, and any post-closure error, reopening, or certification-related materials.

Defendants further anticipate seeking discovery from the federal agencies involved in administering and overseeing the NSA process, including HHS, CMS, and the Department of the Treasury, concerning the IDR portal, dispute data, agency guidance, technical assistance, IDRE certification and oversight, reporting requirements, error-correction and reopening mechanisms, and the agencies' own recognition that eligibility determinations are complex and resource-intensive.

iii. Whether Applicable Limitations Should Be Changed or Other Limitations Imposed.

ANTHEM: At this time, Anthem does not propose changes to the limitations on discovery under the Federal Rules of Civil Procedure or applicable Local Rules. Anthem opposes Defendants' proposal to preclude discovery requests until the Court rules on the pending motions.

PRIME HOSPITALS: Prime Hospitals believe that the Parties should be precluded from serving discovery requests until the Court rules on the pending Motion to Dismiss and Special Motion to Strike. In the event the case is not dismissed, Prime Hospitals' position is that each side will likely need more than the 10 depositions permitted by the Federal Rules without leave, and that the Parties should meet-and-confer as the need for additional depositions matures. Prime Hospitals do not otherwise propose any changes on the limitations on discovery under the Federal Rules of Civil Procedure or applicable Local Rules.

Prime Hospitals propose that the discovery and trial schedule be set based on the resolution of the Parties' motions to dismiss. In Exhibit A, Prime Hospitals provide dates assuming that the Court decides the motions to dismiss on or about August 19, 2026. Prime Hospitals intend to provide an updated schedule when the Court rules on the motions if that ruling does not result in this action's dismissal.

iv. Disclosure or Discovery of Electronically Stored Information.

The Parties have advised their clients concerning the preservation of electronically stored information ("ESI"). The Parties intend to discuss their preferred ESI production specifications. To the extent necessary, the Parties also agree to work together to agree on search terms, custodians, and a manner of production for ESI, and will meet and confer on these issues and work to resolve material objections or disagreements (if any). The Parties expect to file the appropriate motion with the Court for approval of the same.

v. Claims of Privilege or Protection of Trial Preparation Materials; Privilege Logs; Protective Order.

The Parties intend to discuss their preferred procedures for: (1) claiming privilege and attorney work product, and for challenging those claims; (2) privilege logs; and (3) protecting any confidential, personal, or proprietary information that may be exchanged during the course of discovery. The Parties agree to work together to draft and submit a HIPAA-Qualified Protective Order for the Court's approval.

vi. Serving and Filing Pleadings, Motions, and Other Papers.

Service and filing of pleadings in this case shall adhere to the United States District Court for the Central District of California's Filing Procedures. Pursuant to Federal Rule of Civil Procedure 5(b)(2)(E), the Parties agree that service of notices of deposition, discovery requests, written responses to discovery, and other discovery notices and other papers not required to be filed with the Clerk of Court will be accepted by e-mail or by secure file sharing or transfer service. Service is deemed complete on a particular day if electronically transmitted to counsel of record.

Discovery requests served pursuant to Federal Rules of Civil Procedure 33, 34, or 36 shall also be served in an editable format readable in Microsoft Word. Any attachments to discovery, deposition notices, or other discovery notices not filed with the Clerk of Court shall be e-mailed simultaneously. If the attachments are too voluminous to send by e-mail, they shall be sent by messenger or overnight delivery on the same day as the e-mail transmission, or by secure file sharing or transfer service. If attachments to discovery, deposition notices, or other discovery notices not filed with the Clerk of Court are served more than 24 hours after the initial electronic submission, the submission will be deemed served as of the date the attachments are sent or made available for downloading using a secure electronic file transfer service.

c) DISCOVERY CUT-OFF

ANTHEM: Anthem proposes a fact discovery cut-off of February 12, 2027

PRIME HOSPITALS: Prime Hospitals proposes a fact discovery cut-off of November 17, 2027.

d) EXPERT DISCOVERY

ANTHEM: Anthem proposes dates for expert witness disclosures (initial and rebuttal) as March 5, 2027, and March 26, 2027, respectively. Anthem proposes an expert discovery cut-off of April 23, 2027.

PRIME HOSPITALS: Prime Hospitals proposes dates for expert witness disclosures (initial and rebuttal) as December 3, 2027, and December 17, 2027, respectively. Prime Hospitals proposes an expert discovery cut-off of January 14, 2028.

e) SETTLEMENT CONFERENCE/ALTERNATIVE DISPUTE RESOLUTION (ADR)

The Parties have not had settlement discussions and/or written communications involving the prospect of settlement. Until the motions to dismiss are resolved, the Parties will not be in a position to discuss settlement. The Parties jointly agree to participate in private dispute resolution (ADR Procedure #3) under Local Rule 16-15.4. The Parties will complete the mediation 45 days prior to the final pretrial conference.

f) TRIAL

i. Trial Estimate.

ANTHEM: Anthem estimates that trial will take approximately 15 court days, subject to revision as discovery progresses and the scope of the case is further defined. Anthem contemplates calling approximately 10-15 witnesses at trial.

PRIME HOSPITALS: At this early stage of the action, Defendants do not have a reasonable estimate of trial length or the number of witnesses they expect to call at trial. Preliminarily, Prime Hospitals estimate that trial will take approximately 20 court days.

ii. Jury or Court Trial.

The trial will be by jury.

iii. Magistrate Judge.

The Parties do not consent to trial before a Magistrate Judge.

iv. Lead Trial Counsel.

ANTHEM: Lead trial counsel for Anthem will be Jason T. Mayer of Crowell & Moring LLP. Additional counsel will include Martin J. Bishop, Jed Wulfekotte, Jennie VonCannon, Alexandra M. Lucas, Laura Schwartz, and Amir Shlesinger.

PRIME HOSPITALS: Lead trial counsel for Prime Hospitals will be Kurt Copper. Additional counsel will be James Poth, David DeVito, and Nicholas Rawls.

g) INDEPENDENT EXPERT OR MASTER

The Parties do not believe this is a case where the Court should consider appointing a master or independent scientific expert.

h) OTHER ISSUES

ANTHEM: Anthem is not aware of any other issues that need to be addressed at this time.

Prime Hospitals: The Prime Hospitals are unaware of any other issues that need to be addressed at this time.

i) TABLE OF PROPOSED DISCOVERY DEADLINES, SCHEDULE OF LAW AND MOTION MATTERS

EVENT	ANTHEM'S PROPOSED DATES	PRIME HOSPITALS' PROPOSED DATES
Exchange of Initial Disclosures	August 7, 2026	August 25, 2026
Last Date to Hear Motions to Amend Pleadings/Add Parties	October 27, 2026	October 27, 2026

Subpoenas (last date to serve)	January 13, 2027 (*30 days before fact discovery cutoff)	September 1, 2027
Written Discovery Completion	December 29, 2026 (*45 days before fact discovery cutoff)	October 1, 2027
Fact Discovery Cutoff	February 12, 2027	November 17, 2027
Expert Discovery • Initial disclosures • Rebuttal • Expert Discovery Cutoff	 March 5, 2027 March 26, 2027 April 23, 2027	 December 3, 2027 December 17, 2027 January 14, 2028
Dispositive Motions • Last date to file • Responses • Replies • Last date for hearing	 March 5, 2027 April 2, 2027 April 16, 2027 May 4, 2027	 December 7, 2027 January 18, 2028 February 1, 2028 February 15, 2028
Daubert Motions • Last date for hearing	 June 1, 2027	 March 14, 2028
Motions in Limine • Last date to file • Responses	 June 29, 2027 July 6, 2027	 April 11, 2028 April 19, 2028
Final Pretrial Conference	July 27, 2027	May 9, 2028
Proposed Trial Date	September 2027	July 2028

10. PRETRIAL DATES WORKSHEET

The Parties have jointly completed the Schedule of Pretrial and Trial Dates form

and have attached it as Exhibit A to the Joint Rule 26(f) Report.

Dated: July 14, 2026

JONES DAY

By: */s/ David M. DeVito*

David M. DeVito
James L. Poth
B. Kurt Copper (*pro hac vice*)
Nicholas J. Rawls

Attorneys for Defendants
PRIME HEALTHCARE SERVICES – ST. FRANCIS, LLC; CHINO VALLEY MEDICAL CENTER AUXILIARY; PRIME HEALTHCARE SERVICES – ENCINO HOSPITAL, LLC; PRIME HEALTHCARE SERVICES – GARDEN GROVE, LLC; PRIME HEALTHCARE HUNTINGTON BEACH, LLC; PRIME HEALTHCARE LA PALMA, LLC; PRIME HEALTHCARE SERVICES – MONTCLAIR, LLC; PRIME HEALTHCARE PARADISE VALLEY, LLC; PRIME HEALTHCARE SERVICES - SHASTA, LLC; PRIME HEALTHCARE SERVICES – SHERMAN OAKS, LLC; AND PRIME HEALTHCARE ANAHEIM, LLC

Dated: July 14, 2026

CROWELL & MORING LLP

By: /s/ *Amir Shlesinger*

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Filer's Attestation: Pursuant to Local Rule 5-4.3.4(a)(2)(1), David M. DeVito hereby attests that concurrence in the filing of this document and its contents was obtained from all signatories listed above.

DATED: July 14, 2026

/s/ David M. DeVito
David M. DeVito

EXHIBIT A

JUDGE MÓNICA RAMÍREZ ALMADANI

SCHEDULE OF PRETRIAL DATES WORKSHEET

Please complete this worksheet jointly and file it with your Joint Rule 26(f) Report.

The Court ORDERS the parties to make every effort to agree on dates.

Case No. 8:26-cv-00023-MRA-ADS	**Case Name:** Anthem Blue Cross Life and Health Insurance Company et al., v. Prime Healthcare Services - St. Francis, LLC et al.

Final Pretrial Conference Dates		**Pl(s)' Date mm/dd/yyyy**	**Def(s)' Date mm/dd/yyyy**	**Court Order mm/dd/yyyy**
Check one: [X] Jury Trial or [ ] Court Trial (***The Court sets the trial date at the Final Pretrial Conference***) Estimated Duration: __15-20_____ Days		N/A	N/A	N/A
Final Pretrial Conference ("FPTC") [L.R. 16] ***[Tuesday at 1:30 p.m., within 12 months of Scheduling Conference)***		07/27/2027	05/09/2028	
Event [1] ***Note: Motion*** Hearings must be on **Tuesdays at 10:00 a.m.** Other dates can be any day of the week.	**Weeks Before FPTC[2]**	**Pl(s)' Date mm/dd/yyyy**	**Def(s)' Date mm/dd/yyyy**	**Court Order mm/dd/yyyy**
Opposition to Motions in Limine Filing Deadline	3	07/06/2027	04/19/2028	
Motions in Limine Filing Deadline	4	06/29/2027	04/11/2028	
Deadline to Complete Settlement Conference [L.R. 16-15] ***Select* one**: [ ] 1. Magistrate Judge *(with Court approval)* [ ] 2. Court's Mediation Panel [X] 3. Private Mediation	5	06/14/2027	03/26/2028	
Last Date to ***HEAR*** Daubert Motions **[Tuesday]**	8	06/01/2027	03/14/2028	
Last Date to ***HEAR*** Non-Discovery Motions **[Tuesday]** (see Procedures page for Rule 56 Motion deadlines)	12	05/04/2027	02/15/2028	
Expert Discovery Cut-Off	14	04/23/2027	01/14/2028	
Expert Disclosure (Rebuttal)	17	03/26/2027	12/17/2027	
Expert Disclosure (Initial)	21	03/05/2027	12/03/2027	
Non-Expert Discovery Cut-Off (no later than deadline for *filing* dispositive motions)	24	02/12/2027	11/17/2027	
Last Date to *Hear* Motions to Amend Pleadings/Add Parties ***[Tuesday] 90 days after Rule 16 Scheduling Conference]***		10/27/2026	10/27/2026	

[1] **The parties may seek dates for additional events by filing a separate Stipulation and Proposed Order. *Class actions and patent and ERISA cases in particular may need to vary from the above.***

[2] **The parties may wish to consider cutting off expert discovery prior to the deadline for *filing* an MSJ.**

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[1] Once issued, this "schedule may be modified only for good cause and with the judge's consent." Fed. R. Civ. P. 16(b)(4).

[2] This is the Court's recommended default timeline for certain events. The parties may propose alternate dates based on the needs of each individual case.