

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF GEORGIA
BRUNSWICK DIVISION**

CLOVER INSURANCE COMPANY,

Plaintiff,

v.

DEPARTMENT OF HEALTH AND HUMAN SERVICES; CENTERS FOR MEDICARE & MEDICAID SERVICES; ROBERT F. KENNEDY, JR., in his official capacity as Secretary of the United States Department of Health and Human Services; MEHMET OZ, in his official capacity as Administrator, Centers for Medicare & Medicaid Services,

Defendants.

Civil Action No. 2:25-cv-142

PLAINTIFF'S RESPONSE TO ORDER TO SHOW CAUSE

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INTRODUCTION

This case poses a simple but important question: Is transfer warranted where a federal agency’s decision harms people in multiple states, and that harm falls most heavily on people in the Southern District of Georgia, yet the federal agency would prefer to transfer to another district untouched by those harms? This Circuit’s precedent leaves no doubt. Transfer is not warranted.

The result of Defendants’ unlawful 3.5 Star Rating is that millions of dollars in Clover’s funding, assigned to thousands of members in this District on a member-by-member basis, will be lost. That Star Rating will impose harm on not just Clover’s competitive position, but the most harm will fall upon Clover’s members in this District, above all others. As discussed in the attached declarations from several of Clover’s in-District employees (plus a member), among Clover’s markets, this District’s seniors are the most vulnerable: They are the most underserved; they have the highest burden of untreated chronic conditions; and they have the fewest options for plans *and* providers. Under its prior 4-Star Rating, Clover has invested in nurse practitioners, medical assistants, and provider support personnel who live here, work here, care for patients in their homes, and support local physicians in delivering care. Other plans do not offer this high-touch model. They do not offer nearly the same breadth of provider networks—critical in rural regions where the “next” provider after the local doctor is often an hour or more away. And those plans do not offer the same breadth of supplemental benefits—critical in this District where seniors disproportionately lack savings to pay for their prescriptions’ co-pays, dental care, or optical needs.

A 3.5-Star Rating, if upheld, is likely to force Clover to reduce or cease its operations in this District. And this burden falls *primarily* in this District, because federal funding decisions, combined with this District’s specific socio-economic and healthcare conditions, make it the *most* financially challenging for Clover to maintain its services. If those cuts must occur, the practical

impacts will be immediate: Rural residents forced to travel far afield to reach new providers; mobility-impaired residents who must now find private transportation because Clover's in-home care has evaporated; residents already struggling to manage their medications now trying to obtain new prescriptions that their new plans will actually cover; rural providers losing a significant source of funds to keep doors open; and residents suffering more serious medical conditions and requiring ER visits because Clover's in-home preventative care teams have been cut.

Rather than wrestle with the location of these harms, Defendants want venue to be decided based solely on the location of federal decisionmakers in the Northeast. But Congress chose a different design. Congress intended the venue provision for suits against the federal government in 28 U.S.C. § 1391(e) "to broaden the venue of civil actions which could previously have been brought only in the District of Columbia." Dkt. 40 at 13 (quoting *Schlanger v. Seamans*, 401 U.S. 487, 490 n.4 (1971)). Congress did not enact § 1404(a) as a backdoor to funnel all APA cases raising multi-state harms to ordinary citizens back to agency headquarters in the Northeast, where agency personnel and counsel will almost invariably be concentrated, and override § 1391(e).

A simple example makes clear why. Imagine that EPA issued a decision shuttering a coastal resort in Brunswick as environmentally harmful, costing hundreds of local jobs and millions in local tax dollars, and a Maryland chain brought an APA suit here. The "convenience of parties and witnesses" and the "interest of justice," 28 U.S.C. § 1404(a), would clearly favor maintaining venue: The agency decisionmakers might be elsewhere, *but they will not testify* in an APA administrative record-review case; there will be no discovery, depositions, or trial; and there is a clear local interest in the outcome. And the answer should not change if EPA *also* closed *four more* resorts in other States: Adding *more* harm does not reduce the local interest in the outcome.

Not every APA challenge must proceed in the Northeast. And if the extensive, localized

harms above cannot support venue outside the Northeast, none realistically can. A plaintiff's choice of forum is entitled to "considerable deference." *In re Ricoh Corp.*, 870 F.2d 570, 573 (11th Cir. 1989). That choice "should not be disturbed unless it is *clearly outweighed* by other considerations." *Robinson v. Giamarco & Bill, P.C.*, 74 F.3d 253, 260 (11th Cir. 1996) (emphasis added). Defendants "bear[] the burden of establishing that the balance of convenience and justice *weighs heavily* in favor of the transfer." *BW Orchards, LLC v. Spiech Farms Georgia, LLC*, No. 2:19-CV-00007, 2019 WL 2635541, at *3 (S.D. Ga. June 26, 2019) (Wood, J.) (emphasis added).

To satisfy the heavy burden of displacing Clover's chosen venue, the Court weighs several countervailing factors. The exact list of factors has been stated in slightly different formulations, but the factors all boil down to the same issues relating to the parties' and witnesses' private interests and the public interest, and are ultimately entirely overlapping. *Compare* Dkt. 40 at 38 (the Court identifying 7 countervailing factors under *Atl. Marine Const. Co. v. U.S. Dist. Ct. for W. Dist. of Tex.*, 571 U.S. 49, 62 n.6 (2013)¹) with *Manuel v. Convergys Corp.*, 430 F.3d 1132, 1135 n.1 (11th Cir. 2005) (listing 8 countervailing factors this Court often applies²). For purposes of clarity, Clover organizes this brief around the *Atlantic Marine* factors, as this Court suggested in its order, Dkt. 40 at 38-40, but also addresses the overlapping *Manuel* factors that this Court has

¹ The *Atlantic Marine* factors include "[1] relative ease of access to sources of proof; [2] availability of compulsory process for attendance of unwilling, and the cost of obtaining attendance of willing, witnesses; [3] possibility of view of premises, if view would be appropriate to the action; [4] and all other practical problems that make trial of a case easy, expeditious and inexpensive," "[5] the administrative difficulties flowing from court congestion; [6] the local interest in having localized controversies decided at home; [and] [7] the interest in having the trial of a diversity case in a forum that is at home with the law."

² The *Manuel* factors include "[1] convenience of the witnesses," "[2] the location of relevant documents and the relative ease of access to sources of proof," "[3] convenience of the parties" "[4] the locus of operative facts," "[5] availability of process to compel the attendance of unwilling witnesses" "[6] the relative means of the parties"; "[7] a forum's familiarity with the governing law," "[8] trial efficiency and the interests of justice, based on the totality of the circumstances."

also considered, and identifies how they map onto, and lead to the same result as, *Atlantic Marine*.

Here, every factor strongly favors maintaining Clover's chosen venue in this District. (Indeed, Defendants do not even brief most factors, forfeiting them.) The private interests of the witnesses and parties cut sharply in favor of this Court maintaining venue. Because this case arises under the APA, the Court resolves the case on summary judgment, sitting as an appellate tribunal, in light of the administrative record, so there will be no merits witnesses, no discovery, and no trial. *See Pres. Endangered Areas of Cobb's History, Inc. v. U.S. Army Corps of Engineers*, 87 F.3d 1242, 1246 (11th Cir. 1996). The record has already been produced. To the extent that irreparable harm (for interim relief) need be litigated—an issue on which only *Clover* would produce witnesses—its employees are concentrated where it has members, including its employees in this District. And, as explained, the people most harmed by CMS's action are in this District.

The interests of justice also cut heavily in favor of maintaining venue. As this Court has explained, “perhaps most important[]” is that time is of the essence for an “expedited schedule” to reach a decision prior to CMS's May 29, 2026 deadline for Clover to submit its annual ‘bid’ to participate in the Medicare Advantage Program.” Dkt. 40 at 39.³ Transfer will make a timely

³ *See Elevance Health, Inc. v. Becerra*, 736 F. Supp. 3d 1, 13 (D.D.C. 2024) (“Both parties have requested expedited consideration of . . . summary judgment in light of Plaintiffs’ impending deadline to submit their bids to CMS for the upcoming contract year.”); Joint Motion for Briefing Schedule at 1, *SCAN Health Plan v. Dep’t of Health & Human Servs.*, No. 23-cv-03910 (D.D.C. Feb. 23, 2024), ECF No. 19 (“The parties have developed this scheduling proposal to allow for expedited summary judgment briefing in advance of the June 3, 2024 deadline for Medicare Advantage bids . . .”). In Defendants’ January 28, 2026 reply brief on a discovery stay (Dkt. 31), CMS represented that it may be able to afford relief at a later time. And in a January 30, 2026 email, CMS, through counsel, represented that it “will of course comply with any court order, regardless of what month it may be issued.” Clover attempted to meet and confer on these new representations (which are potentially in tension with CMS’s representations in *Elevance*, *SCAN*, and *Clover*), until *what date* CMS’s systems could process a change in Clover’s Star Rating (resulting in increased payments to Clover), and the scheduling of summary judgment. CMS declined Plaintiff’s request for a telephonic conference. Given Defendants’ refusal to confer, a scheduling conference would be highly appropriate.

resolution of this case infeasible. This is a result of Defendants' choices: Defendants chose *not* to file a response to Clover's motion for summary judgment by the court-ordered February 23, 2026 briefing deadline. *See* Dkt. 36 (setting deadline); Dkt. 39 at 5 (the Magistrate Judge of this Court emphasizing that Defendants response was due "within 21 days after service of a motion for summary judgment" and that staying discovery "does not delay summary judgment briefing"). As a result, this is not a case that can simply be transferred as a "packaged deal" with all briefs on file and teed up for the new court to decide in a matter of weeks. Instead, transfer would add many months of delay, while a new Assistant U.S. Attorney eventually gets assigned, gets up to speed, and prepares briefing—with a corresponding burden for the new court. It would be more efficient for this Court to simply set an expedited summary judgment briefing schedule for Defendants' existing counsel familiar with this matter (if warranted in light of their default⁴), rather than start over from scratch with new counsel and a new court, neither of which will have any background with this case, in contrast to this Court and Defendants' experienced Brunswick counsel.

The "local interest in having localized controversies decided at home," *Atl. Marine*, 571 U.S. at 62 n.6, also cuts sharply in favor of this Court retaining venue. As discussed, Defendants' action will impose the greatest harms within this District, over and above any other. This fact weighs strongly in favor of maintaining venue in this District.

For these reasons and those that follow, the Court should deny transfer, and set an expedited briefing deadline for Defendants' summary judgment response brief (if not already defaulted).

BACKGROUND

Congress enacted a "Star Rating" system, which synthesizes a range of quality data about each Medicare Advantage plan into a summary rating of 1 to 5 Stars. 42 U.S.C. § 1395w-

⁴ *See Joe Hand Prods., Inc. v. Dubois*, No. 18-496, 2020 WL 4342216, at *1 (S.D. Ala. July 27, 2020) (finding motion for summary judgment ripe when defendants defaulted response deadline).

23(o)(4)(A). Congress provides more financial resources to plans (and, in turn, their members) that achieve 4 Stars or greater, adding funding on a member-by-member basis. Dkt. 1 ¶¶ 90-92.

Clover provides Medicare Advantage plans to thousands of members within this District, including members in Glynn, Camden, McIntosh, Long, Wayne, Appling, and Jeff Davis counties, along with practically every other county within this District. *Id.* ¶¶ 3, 51. Clover also serves many thousands of additional members spread across Georgia, along with South Carolina, New Jersey, Pennsylvania, and Texas. *Id.* ¶ 3. Georgia is Clover’s second-largest market. *Id.* ¶ 2.

Clover filed suit on November 7, 2025, alleging that Defendants’ determination of its 2026 Star Rating at 3.5 Stars, rather than 4 Stars, costing Clover over \$120 million in funding, violates the APA. On December 11, 2025, Defendants moved to dismiss or transfer for lack of venue. Dkt. 21 at 1. The Court denied Defendants’ motion on March 18, 2026, concluding that venue was proper because the “ties between the present action and th[e] District” were “apparent” in light of Defendants’ collection of member information from beneficiaries in this District, as well as the resultant harms to Clover’s business within this District. Dkt. 40 at 18, 20, 29-32, 40.

Recognizing that the parties had only briefed the propriety of transfer under 28 U.S.C. § 1406 (transfer for improper venue), however, the Court ordered the parties to brief whether the matter should be transferred to the U.S. District Court for the District of Columbia under 28 U.S.C. § 1404(a) (transfer for “convenience of parties and witnesses” and “interest of justice”). *Id.* at 40.

ARGUMENT

“For the convenience of parties and witnesses, in the interest of justice, a district court may transfer any civil action to any other district or division where it might have been brought” 28 U.S.C. § 1404(a). Here, the relevant forums under consideration are this Court and the U.S. District Court for the District of Columbia. *See* Dkt. 40 at 38. The convenience of the parties and

witnesses, and the interest of justice, decisively favor maintaining venue here.

A plaintiff is the master of its complaint and “[t]he federal courts traditionally have accorded a plaintiff’s choice of forum considerable deference.” *In re Ricoh Corp.*, 870 F.2d 570, 573 (11th Cir. 1989). Accordingly, there is a “strong presumption against disturbing” a plaintiff’s choice of forum. *Leffew v. Robbins Express LLC*, No. 23-CV-250, 2024 WL 6967291, at *2 (S.D. Ga. Jan. 5, 2024) (Wood, J.) (denying transfer) (quoting *SME Racks, Inc. v. Sistemas Mecanicos Para Electronica, S.A.*, 382 F.3d 1097, 1100 (11th Cir. 2004)). So, “unless the balance is *strongly in favor* of the defendants, the plaintiffs’ choice of forum should rarely be disturbed.” *SME Racks*, 382 F.3d at 1100-01 (emphasis added); *see also Goldstein v. Hard Rock Cafe Int’l (USA)*, 519 F. App’x 653, 654 (11th Cir. 2013) (same). Clover’s choice should not be disturbed unless it is “clearly outweighed” by other considerations. *Leffew*, 2024 WL 6967291, at *2 (Wood, J.). Defendants must discharge their burden to show that the balance of private and public interests “weighs heavily in favor of the transfer.” *BW Orchards*, 2019 WL 2635541, at *3 (Wood, J.).

In sum, the relevant inquiry is not whether there is a “better” forum or one with a “closer linkage” to the case in the abstract. Rather, it is a practical inquiry: The “convenience of parties and witnesses,” *i.e.* the ability to *participate* in an efficient and cost-effective manner, and the “interest of justice,” *i.e.* judicial efficiency and localized interests in the case, must tilt so decisively in the movant’s favor as to overcome the heavy weight assigned to Clover’s chosen forum.

Here, each of the seven *Atlantic Marine* factors (and, equivalently, each of the eight *Manuel* factors) either cuts *affirmatively against* transfer, or, at best for Defendants, is largely irrelevant to this APA case, which again cuts *against* disturbing Clover’s choice of venue with transfer. *See, e.g., Anthony Sterling, M.D. v. Provident Life & Acc. Ins. Co.*, 519 F. Supp. 2d 1195, 1208 (M.D. Fla. 2007) (any “[n]eutral factors ultimately weigh against transfer when the presumption for the

plaintiff’s choice of forum is applied”); *Exist Inc. v. Starr Indem. & Liab. Co.*, No. 23-61511, 2023 WL 11969904, at *7 (S.D. Fla. Nov. 2, 2023) (neutral factors “weigh against transfer”); *United States ex rel. Permenter v. eClinicalWorks, LLC*, No. 18-CV-382 (MTT), 2022 WL 906204, at *3 (M.D. Ga. Mar. 28, 2022) (finding that neutral factors “weigh[] against transfer”).

I. THE PRIVATE INTERESTS OF THE WITNESSES AND PARTIES STRONGLY FAVOR THIS COURT MAINTAINING VENUE

All private interest factors decisively favor maintaining venue in this District. This is unsurprising: Defendants did not even *move* for transfer under § 1404(a), as one would if there were any *actual* inconvenience. And Defendants have forfeited reliance on the majority of these private interest factors—indeed, *all* of them, apart from the “convenience of the parties”—by failing to address them in their 1.5-page response to this Court’s Order. *See MB Global Products LLC v. St. Paul Mercury Insurance*, No. 2:25-CV-072, 2025 WL 2898989, at *4 (M.D. Ga. Oct. 10, 2025) (Wood, J.) (failure to “address” a factor “weighs in favor of denying transfer”).

A. “The Relative Ease Of Access To Sources Of Proof” Strongly Favors Maintaining Venue

The “relative ease of access to sources of proof” heavily favors this Court maintaining venue. *Atl. Marine*, 571 U.S. at 62 n.6. The Eleventh Circuit has disaggregated this one *Atlantic Marine* factor into four sub-factors, namely, the convenience of the witnesses, ease of access to documents, the convenience of the parties, and the locus of operative facts. *Manuel*, 430 F.3d at 1135 n.1. Each of these factors strongly favors maintaining venue in this District.

1. The “Convenience of the Witnesses” Strongly Favors Maintaining Venue

The “convenience of the witnesses” strongly favors maintaining venue. *Manuel*, 430 F.3d at 1135 n.1. Because the most burdensome and costly aspect of litigating in a distant forum is the requirement for witnesses to travel for trial, this is the “most important factor” *in both directions*:

It can tilt the scales to transfer, but the *lack* of witness inconvenience strongly favors *maintaining* the plaintiff's chosen venue. *See, e.g., River Light V, L.P. v. Tanaka*, No. 17-22843-CIV, 2018 WL 8335172, at *3 (S.D. Fla. Mar. 14, 2018) (given the lack of inconvenience for the potential witnesses, the factor "weighs strongly in favor of the case remaining in [the] chosen forum").

In this APA record-review case, this factor shifts decisively in favor of maintaining Clover's chosen forum. In an APA case, the Court must resolve the case on motions for summary judgment in light of the administrative record. *See Pres. Endangered Areas of Cobb's History*, 87 F.3d at 1246. The district court therefore "sits as an appellate tribunal." *United States v. Schwarzbaum*, 24 F.4th 1355, 1364 (11th Cir. 2022). Thus, there will be no live witnesses, no depositions, no testimonial "evidence," and no trial. As if to emphasize the point, Clover has already disclaimed pursuing discovery, Dkt. 27 at 1, is not pursuing any witnesses, and does not seek a trial (Clover has already moved for summary judgment based on the administrative record, Dkt. 34). And Defendants do not seek discovery or to produce witnesses either, Dkt. 31 at 2.

While it is true Defendants have employees in Washington, D.C., they *will not become witnesses*. And the relevant inquiry is the "*convenience of the witnesses*," not the "location of the employees." *Manuel*, 430 F.3d at 1135 n.1. Defendants do not argue otherwise. Indeed, in the rare event that Parties attempt to depose or call government witnesses in APA cases (which *no one* seeks here), the Government opposes producing witnesses, and courts almost always deny such efforts. *See Miccosukee Tribe of Indians of Fla. v. U.S.*, No. 05-23045, 2007 WL 1308334, at *2-3 (S.D. Fla. May 3, 2007). Because there are no witnesses who will be inconvenienced with travel to provide *any* testimony here, this factor strongly favors maintaining Clover's chosen forum. *See Tenn. Walking Horse Nat'l Celebration Ass'n v. USDA*, No. 24-143, 2025 WL 736801, at *2-3 (N.D. Tex. Jan. 13, 2025) (finding lack of inconvenience due to "use of an administrative record")

in APA case); *So. Utah Wilderness All. v. Lewis*, 845 F. Supp. 2d 231, 237 (D.D.C. 2012) (same).

Moreover, to the extent that *non-merits* witness testimony *would* have a probability of becoming relevant to this APA case, that is the *plaintiff's* witnesses concerning irreparable harm and public interest factors that support interim/preliminary relief in connection with the June 2026 bidding deadline. *See, e.g., Florida v. HHS*, 19 F.4th 1271, 1291-92 (11th Cir 2021). Clover's potential witnesses on these harms are concentrated where Clover has members, including in this District. Perhaps unsurprisingly, of Clover's six witnesses to date, four are located in this District, and a fifth works in this District (travelling from Thomasville). *See generally* Decls. (attached hereto). In short, the most-important factor tilts heavily in favor of this Court maintaining venue.

2. The "Location Of Relevant Documents And The Relative Ease Of Access To Sources Of Proof" Strongly Favors Maintaining Venue

The "location of relevant documents and the relative ease of access to sources of proof" also favors this Court maintaining venue. *Manuel*, 430 F.3d at 1135 n.1. Because this case will be decided based on the already-produced administrative record (Dkt. 33), there will be no discovery or document productions. If any other records become relevant, they will be available in electronic format. *Cappelletti v. Georgia Dep't of Comty Affairs*, No. 25-CV-009, 2025 WL 3227278, at *5 (S.D. Ga. Nov. 19, 2025) (Wood, J.) ("Because most records and documents can be stored and transmitted electronically, their location is entitled to little weight."); *Leffew*, 2024 WL 6967291, at *4 (Wood, J.) (same). This factor favors maintaining Clover's chosen venue.

3. The "Convenience Of The Parties" Strongly Favors Maintaining Venue

The "convenience of the parties" also favors this Court maintaining venue. *See Manuel*, 430 F.3d at 1135 n.1. To support transfer, the "inconvenience of the present forum to the moving party [must] *substantially outweigh*[] the inconvenience of the proposed alternative forum to the non-moving party." *Octopus LLC v. Healthy Pet, L.P.*, No. 15-CV-64, 2016 WL 1122888, at *4

(S.D. Ga. Mar. 21, 2016) (Wood, J.) (emphasis added). Nothing like that is true here.

The focus on the “convenience” of the parties, *not* the “locations” of the parties, requires *evidence*, not mere “conclusory” speculation, that actual, required travel to the subject forum *will* “pose an inconvenience” and result in “financial hardship.” *Leffew*, 2024 WL 6967291, at *4 (Wood, J.). As explained, it is highly unlikely that any Party will need to make any live, personal appearance in this APA record review case, as their testimony is irrelevant by law. *See Pres. Endangered Areas of Cobb’s History*, 87 F.3d at 1246. Instead, Defendants appear by counsel in APA matters like this one. That makes litigating in this District a much lower-burden than, say, in a car-crash suit. Indeed, Defendants *directly regulate* healthcare in this District, and they routinely *bring and defend* suits in this District, without seeking transfer.⁵ Clover has not identified any case in which Defendants *ever* sought a § 1404(a) transfer from this District—including here. Such a newfound “inconvenience” or “hardship” would be incongruous with their prior conduct.

The lack of need for *any* Government representative from the Northeast to personally attend oral argument on the motion for summary judgment (or any other proceeding) further undercuts any newfound claim of “inconvenience” or “hardship.” Defendants are represented by experienced counsel from this District’s U.S. Attorney’s Office, further minimizing the need for any travel in the event the Court elects to hold oral argument on summary judgment (which Clover

⁵ *See, e.g., Philip Morris USA Inc. v. FDA*, 801 F. Supp. 3d 1353, 1360 (S.D. Ga. 2025); *Meeks v. Sec’y of the HHS*, No. 24-cv-22, 2025 WL 1191584 (S.D. Ga. Apr. 24, 2025); *Mims v. HHS*, No. 24-cv-167, 2024 WL 4818337 (S.D. Ga. Nov. 18, 2024); *Georgia v. Brooks-Lasure*, No. 24-cv-16, 2024 WL 3416278 (S.D. Ga. July 15, 2024); *Georgia v. Biden*, No. 21-163, 2022 WL 266186 (S.D. Ga. Jan 21., 2022); *Hospice Savannah, Inc. v. Burwell*, No. 15-253, 2015 WL 8488432 (S.D. Ga. Sep. 21, 2015); *United States v. Aegis Therapies, Inc.*, No. 210-072, 2015 WL 1541491 (S.D. Ga. Mar. 31, 2015); *United States v. Mem’l Health, Inc.*, No. 11-58, 2014 WL 7272598 (S.D. Ga. Dec. 18, 2014); *United States v. Southerncare, Inc.*, No. 410-214, 2014 WL 6879123 (S.D. Ga. Dec. 5, 2014); *Lonon v. HHS*, No. 412–216, 2014 WL 2930569 (S.D. Ga. June 12, 2014).

is willing to waive). And Clover's out-of-state counsel, one of whom is barred in Georgia, are not inconvenienced by any potential in-person proceedings and will make themselves fully available.

In any event, Clover has not identified any case in which the theoretical possibility of travel from Washington, D.C. by an agency representative to attend an oral argument (which is *not* mandatory) posed such "inconvenience" or "financial hardship" to the government, which has extensive resources, as to warrant the dramatic remedy of transfer. And the HHS Secretary and CMS Administrator, when sued in their official capacity, do not attend hearings personally.

Further, the Southern District of Georgia is highly convenient to Clover. That is *why* Clover selected it. *See, e.g., Guevara v. Republica Del Peru*, No. 04-23223-CIV, 2008 WL 11333416, at *3 (S.D. Fla. Mar. 31, 2008) ("The idea behind giving a plaintiff's choice of forum deference is that the forum will be convenient for him."). Clover's employees are concentrated where it has members, and it has employees concentrated within this District, in Savannah, Tybee Island, and Rentz (near Dublin), plus nearby Thomasville. *See generally* Decls. (attached hereto). By contrast to Clover's operational personnel, its management is "virtual first" and not collocated at a single headquarters that would be more convenient. (For example, its CEO is in Texas, and CFO in Kentucky). In the unlikely event that the Court requires personal appearances, it is convenient for Clover personnel to do so, and Clover will make them readily available.

Finally, by virtue of Georgia's unique law of personal jurisdiction, Clover is a resident of the Southern District under Georgia law. *See, e.g., Octopus*, 2016 WL 1122888, at *4 (Wood, J.) (explaining that a party that "is doing business" "in the Southern District of Georgia and resides here for purposes of venue").⁶ This residency is not a minor technicality: It purports to subject

⁶ A corporate defendant resides in any district where it is subject to personal jurisdiction. 28 U.S.C. § 1391(c)(2). And Georgia's statute, O.C.G.A. § 14-2-1501(a) establishes general jurisdiction over

Clover to the burden of general personal jurisdiction in this District, *i.e.*, for claims *whether or not* they arise from Clover's contacts with this District, because Clover is deemed by law to be "at home" within the District. *Knepfle v. J-Tech Corp.*, 48 F.4th 1282, 1292 n.4 (11th Cir. 2022). If the Southern District is convenient enough to deem Clover "at home" there and broadly subject it to suit for conduct *unrelated* to the District, including proceedings vastly more burdensome than a summary-judgment oral argument, it is convenient enough to bring suit based on in-District harms.

4. The "Locus of Operative Facts" Strongly Favors Maintaining Venue

The "locus of operative facts" likewise favors this Court maintaining venue.

In determining the locus of operative facts, the Court must look to the "site of events from which the claim arises," *Leffew*, 2024 WL 6967291, at *4 (Wood, J.), which is the same inquiry that controls under the § 1391(e) "substantial part of the events or omissions" standard this Court already resolved in Clover's favor. *See* Dkt. 40 at 14-15, 32-35; *Jenkins Brick Co. v. Bremer*, 321 F.3d 1366, 1371 (11th Cir. 2003) ("Only the events that directly give rise to a claim are relevant.").

Here, "the events from which the claim arises occurred" are concentrated in this District. The Court already summarized Clover's claims as arising from a sequence of four events, all of which occurred in this District. Dkt. 40 at 17 (summarizing four-step sequence).

For the first step (data collection), the Court recognized that "Defendants collected a substantial amount of member information from beneficiaries within the Southern District of Georgia," which Defendants then used to calculate Clover's Star Rating, and these events give rise to Clover's claims. *Id.* at 18-19 (citing Dkt. 1 ¶¶ 3, 51, 211-19; Dkt. 22-1 ¶¶ 6, 11).

Likewise, for the second step (*unauthorized* data collection), the Court correctly recognized that "healthcare data, some of which factored into the unauthorized measures, was collected from

Defendants in all districts of Georgia. *Sloan v. Burist*, No. 2:22-CV-76, 2023 WL 7309476, at *4 (S.D. Ga. Nov. 6, 2023) (Wood, J.); *see also* Ex. 1 (Clover's registration in Georgia).

beneficiaries in the Southern District of Georgia,” and “data from this District factored into the unauthorized ‘measures’ in the Star Rating calculation,” giving rise to Clover’s claims. *Id.*

For the third step (procedural violations), the Court correctly recognized that Clover alleges that “CMS failed to remedy errors in data entries regarding members in this District.” *Id.* (citing Dkt. No. 1 ¶¶ 3, 51, 211; Dkt. No. 22-1 ¶¶ 6, 11). Further, Clover alleges pervasive notice-and-comment violations with respect to all of the measures. Dkt. 1 ¶¶ 147-77, 246-57. Notice and comment would have permitted Clover and members *in this District* to detail impacts here.

And for the fourth step (resultant harm), the Court recognized that Clover alleged that CMS “harmed Clover’s business in this District and will make it difficult for Clover to continue to operate in its current state within this District.” Dkt. 40 at 28 (citing Dkt. 1 ¶ 51; Dkt. 22-1 ¶¶ 9-11). As detailed below, the primary public harms are to citizens of this District. *Infra* at 21-24.

Yes, some harms will be felt in Texas, South Carolina, Pennsylvania, and New Jersey, where Clover also operates. But they face a significantly lower degree and risk of harm than this District. *Id.* And yes, Clover’s claim also arises from Defendants’ decisions in Washington, D.C. But neither fact undercuts the locus of operative facts in this District. As the Court correctly recognized, in considering Clover’s “weight of the contacts” with this District, “the prevalence of the South Georgia market in Clover’s business dealings supports the notion that the contacts underlying Clover’s claims weigh heavily in the Southern District of Georgia.” Dkt. 40 at 34.

The locus of operative facts is in this District, which strongly favors maintaining venue. At worst, even if the “operative facts” were viewed as “geographically dispersed” between this District, Clover’s other states, and Washington D.C., “this factor weighs against transfer.” *Permenter*, 2022 WL 906204, at *3; *Trinity Christian Ctr. of Santa Ana, Inc. v. New Frontier Media, Inc.*, 761 F. Supp. 2d 1322, 1329 (M.D. Fla. Nov. 3, 2010) (denying transfer where, among

other factors, case has nationwide scope lacking “a locus of facts in any particular forum.”); *Combs v. Fla. Dep’t of Corr.*, 461 F. Supp. 3d 1203, 1211-13 (N.D. Fla. 2020) (explaining that in cases with “multiple loci of operative facts,” transfer is not warranted). To find otherwise would force all APA lawsuits back to the Northeast, where agency decisions are invariably made, contrary to § 1391(e). This factor strongly favors this Court maintaining venue.

B. The “Availability Of Compulsory Process For Attendance Of Unwilling, And The Cost Of Obtaining Attendance Of Willing, Witnesses” Strongly Favors Maintaining Venue

The “availability of compulsory process for attendance of unwilling, and the cost of obtaining attendance of willing, witnesses,” likewise favors this Court maintaining venue. *Atl. Marine*, 571 U.S. at 62 n.6. The Eleventh Circuit has disaggregated this one *Atlantic Marine* factor into two sub-factors, namely, the availability of process, and the means of the parties. *Manuel*, 430 F.3d at 1135 n.1. Each of these factors favors maintaining venue here.

1. The “Availability Of Process To Compel The Attendance Of Unwilling Witnesses” Strongly Favors Maintaining Venue

The “availability of process to compel the attendance of unwilling witnesses” favors this Court maintaining venue. *Manuel*, 430 F.3d at 1135 n.1. As explained, it is unlikely there will be any occasion for appearances by *any* live witnesses, much less “unwilling” ones, and Clover will voluntarily produce its employees in the unlikely event it becomes necessary. *Supra* at 12-15. And the federal government is not going to defy this Court’s orders. This Court is also fully empowered to issue enforceable subpoenas nationwide. This factor favors maintaining venue here.

2. The Parties’ “Relative Means” Strongly Favors Maintaining Venue

The “relative means of the parties” favors venue here. *Manuel*, 430 F.3d at 1135 n.1. Defendants have a budget of over \$2 trillion,⁷ while Clover’s annual revenues from all sources are

⁷ *Agency Profile: Department of Health and Human Services*, USASPENDING.GOV (Jan. 30,

approximately \$2 billion.⁸ The “relative means of the Parties” are dramatically greater for Defendants, favoring this Court maintaining venue. *See Santos Camacho v. United States*, No. 19-61167-CIV, 2019 WL 6130441, at *4 (S.D. Fla. Nov. 19, 2019) (“It is, after all, hard to dispute the self-evident proposition that the Government is wealthier[.]”). Given there is no showing that Defendants, federal agencies possessing “substantial budgets and legal resources” and supported by local U.S. Attorney’s Offices, have “insufficient financial means to litigate this matter” in this District, this factor favors venue here. *Cappelletti*, 2025 WL 3227278, at *6 (Wood, J.).

C. The “Possibility Of View Of Premises, If View Would Be Appropriate To The Action” Strongly Favors Maintaining Venue

The “possibility of viewing the premises” factor favors this Court maintaining venue. *Atl. Marine*, 571 U.S. at 62 n.6. Under this factor, the Court considers whether one forum is needed to allow a jury to view a disputed area, like an accident scene or building site. *See, e.g., Lambert v. Melia Hotels Int’l S.A.*, 526 F. Supp. 3d 1207, 1221 (S.D. Fla. 2021). Because there is no need to view premises elsewhere, this factor favors this Court maintaining Clover’s chosen venue.

D. “All Other Practical Problems That Make Trial Of A Case Easy, Expeditious And Inexpensive” Strongly Favor Maintaining Venue

The “practical problems that make trial of a case easy, expeditious and inexpensive” likewise weigh in favor of this Court maintaining venue. *BW Orchards*, 2019 WL 2635541, at *3 (Wood, J.). These types of practical considerations of “trial” are inapplicable in cases under the APA, where again, the relevant questions will be decided on summary judgment, not at a trial. *See supra* at 10-12. To the extent this factor encompasses broader considerations of judicial efficiency, that efficiency will be far greater in this Court. *Infra* at 19-21.

2026), <https://www.usaspending.gov/agency/department-of-health-and-human-services?fy=2026>.

⁸ Clover Health, *Clover Health Reports Fourth Quarter & Full Year 2025 Results* at 1, (Feb. 26, 2026), <https://investors.cloverhealth.com/static-files/740c9299-667b-4c20-8837-87b8f0194627>.

Nor do the locations of Defendants’ Washington in-house counsel (or Clover’s external counsel) amount to a “practical problem” warranting transfer. The locations of counsel are “emphatically not a proper consideration in the § 1404(a) transfer analysis.” *Bartronics, Inc. v. Power-One, Inc.*, 510 F. Supp. 2d 634, 637 (S.D. Ala. 2007); *see Botha v. Sony Music Ent.*, No. 18-01145, 2018 WL 7252938, at *4 (M.D. Fla. July 30, 2018) (similar); *In re Horseshoe Ent.*, 337 F.3d 429, 434 (5th Cir. 2003) (per curiam). Indeed, “if [federal government’s lawyers’] travel costs are to weigh against out-of-D.C. venues, federal defendants could always argue that litigation should be transferred to the D.D.C.” *In re Fort Worth Chamber of Com.*, 100 F.4th 528, 540 (5th Cir. 2024) (Oldham, J., concurring). Moreover, even if the location of counsel were relevant, both Parties have excellent counsel in this District—indeed, Defendants’ only counsel of record is in this District. And Clover’s out-of-state counsel (one of whom hails from Savannah) are ready to appear here without any meaningful burden. All this weighs strongly against transfer.

II. THE PUBLIC INTEREST STRONGLY FAVORS THIS COURT MAINTAINING VENUE

The *Atlantic Marine* and *Manuel* public interest factors converge even more closely than the private interest factors, and strongly favor this Court maintaining venue.⁹

A. The “Administrative Difficulties Related to Court Congestion” Strongly Favor Maintaining Venue

The “administrative difficulties flowing from court congestion” also favor maintaining venue. *Atl. Marine*, 571 U.S. at 62 n.6. The Eleventh Circuit’s *Manuel* standard treats this *Atlantic Marine* factor under the heading of “trial efficiency and the interests of justice, based on the totality

⁹ Defendants say that Clover “does not appear to dispute that the interest of justice would favor transfer.” Dkt. 41 at 1. In fact, Clover stated, “*if Clover’s chosen venue is deemed improper (which it should not be)*, the ‘interest of justice’ favors transfer to the U.S. District Court for the District of Columbia.” Dkt. 22 at 17. The Court reached the inverse determination that venue is proper, Dkt. 40 at 35, and the interest of justice does not favor D.C. *over this District*.

of the circumstances,” and those circumstances favor this Court retaining venue. 430 F.3d at 1135 n.1. Under this factor, the overwhelming consideration is “whether the case may be resolved more expeditiously in the alternative forum.” *Cappelletti*, 2025 WL 3227278, at *6 (Wood, J.).

As this Court has explained, “perhaps most important[.]” in *this case* is that time is of the essence for an “expedited schedule” to reach a decision “prior to CMS’s May 29, 2026 for Clover to submit its annual ‘bid’ to participate in the Medicare Advantage Program.” Dkt. 40 at 39. But here, resolution of this case would be greatly delayed if transferred to D.C. And, that would make timely summary judgment infeasible. These facts dramatically cut against transfer.

This problem arises from Defendants’ own choices. Defendants chose *not* to seek a § 1404(a) transfer at the outset, but instead filed a legally unwarranted motion to dismiss or transfer, Dkt. 21, and, further, moved to stay summary judgment pending resolution of that unmeritorious motion, *two business days* before their summary judgment brief was due. Dkt. 37. Critically, Defendants decided to treat *moving for* a stay as effectively *granting* the requested stay, and therefore decided to ignore the Court-ordered February 23, 2026 summary judgment response deadline, which remains in effect and has been technically defaulted. Dkt. 36; Dkt. 39 at 5.

In light of Defendants’ strategic choices, this is not a case that can simply be transferred to Washington, D.C. “buttoned up” and ready for decision. As discussed above, it would take significant time—typically, 30 to 60 days—just to assign new non-Southern District counsel from the new U.S. Attorney’s Office, and much more time to commence briefing. Indeed, Defendants’ counsel represent that they “can’t commit to a briefing schedule on behalf of the USAO in DC.”

It would be much more efficient, much faster, and dramatically more favorable to judicial economy, for this Court simply to set a highly expedited summary judgment response deadline (if not entirely defaulted) for Defendants’ existing counsel familiar with this matter, rather than start

over from scratch with new counsel without background on the case, whenever they are assigned.

This Court also already has familiarity with the statutory regime and relevant facts in this case, promoting judicial economy in timely resolving Clover's pending motion for summary judgment. Dkt. 40 at 2-8 (explaining the statutory and regulatory background and facts); *cf. Roether v. Georgia*, No. 21-cv-083, 2022 WL 1477436, at *6 n.6 (S.D. Ga. May 10, 2022) (Wood, J.) (finding that the "interests of . . . efficiency will be best served by maintaining this case's venue . . . due to this Court's close familiarity with the facts of this case"). This Court is also most familiar with Defendants' default of their summary judgment deadline, and has the expertise to determine, under *this* Court's rules, and *this* Court's orders, the consequences of that default.

Any predictions that the D.C. Court would address this case sooner than this one is both belied by the facts and speculative. While this Court and the D.C. Court have broadly similar levels of cases per judgeship and average time from filing to disposition, the number of severely delayed civil cases is over two times higher in Washington, D.C., at over 20% of that Court's civil docket. U.S. Courts, U.S. District Court Caseloads, <https://tinyurl.com/34d7cxh4>; *Cf. Hall v. Buschle*, No. 22-cv-3760, 2023 WL 3666866, at *4 (N.D. Ga. May 25, 2023) ("[B]oth districts have busy dockets," and "minor difference[s]" between their respective congestion "does not substantially weigh in favor of transfer."). The need to begin speculating as to *other* courts' dockets and how *they* would treat the case is why this factor is not treated as a "dispositive factor." *P & S Bus. Machs. v. Canon USA, Inc.*, 331 F.3d 804, 808 (11th Cir. 2003); *see In re Genentech, Inc.*, 566 F.3d 1338, 1347 (Fed. Cir. 2009) (noting that the court-congestion factor "appears to be the most speculative"). Such speculation about *other* courts' caseloads cannot tip the scales "heavily in favor of the transfer." *BW Orchards*, 2019 WL 2635541, at *3 (Wood, J.). Rather, the significant delays necessitated by a transfer strongly favor maintaining venue in this District.

B. The “Local Interest In Having Localized Controversies Decided At Home” Strongly Favors Maintaining Venue

The “local interest in having localized controversies decided at home” also favors this Court maintaining venue. *Atl. Marine*, 571 U.S. at 62 n.6. The Eleventh Circuit’s *Manuel* standard addresses this issue under the heading of “trial efficiency and the interests of justice, based on the totality of the circumstances,” and likewise favors venue here. 430 F.3d at 1135 n.1. Defendants fail to address this factor, forfeiting it. *See MB Global Products LLC*, 2025 WL 2898989, at *4.

As this Court has noted, there is an “inherent interest . . . ‘in having localized controversies decided at home.’” *Leffew*, 2024 WL 6967291, at *5 (Wood, J.). The outcome of this case will impose the most harm on this District, beyond any District in the country. And “[c]ourts prefer to resolve cases in the forum where people whose rights and interests are in fact most vitally affected by the suit.” *W. Watersheds Project v. Pool*, 942 F. Supp. 2d 93, 102 (D.D.C. 2013).

The Southern District of Georgia has a higher burden of chronic conditions like heart disease, hypertension, and diabetes that are costly to treat, than any other region Clover serves. Smith Decl. ¶ 31; Kreissler Decl ¶ 15; Newell Decl. ¶ 14; Arnold Decl. ¶¶ 18, 22. This is because socioeconomic determinants of health (like income and education) put the region’s seniors particularly at risk. Smith Decl. ¶ 31; Kreissler Decl. ¶¶ 13-14; Arnold Decl. ¶ 21. Especially in the District’s rural areas, there are also significant distances between residents and providers, posing challenges for seniors who can no longer drive or have mobility issues. Smith Decl. ¶ 35-38; Arnold Decl. ¶¶ 19-20. And providing healthcare in this District is more expensive, resulting in shrinking benefits from other plans, and pushing rural providers and hospitals out-of-network for other plans (and even out of business). Killough Decl. ¶¶ 30-32; Thornton Decl. ¶¶ 20, 28.

Clover uses the added federal funds from its prior 4-Star Rating, which remain available for now (the 3.5 Star Rating, while active, impacts 2027 funding) to combat these issues. Clover

sends nurses and medical assistants into vulnerable members' homes to deliver care to prevent chronic conditions from escalating into hospital admissions, or worse. Smith Decl. ¶¶ 18-29. Patient cost-sharing is a particular barrier to healthcare and prescription drug access in this region. Kreissler Decl. ¶ 20. Clover uses these funds to lower or eliminate patient cost-sharing for visits and prescription drugs—and expand access. Newell Decl. ¶ 21; Thornton Decl. ¶¶ 21-33. Clover has by far the broadest network among local Medicare Advantage plans, including rural physicians and critical access hospitals that other plans have dropped. Killough Decl. ¶ 22; Thornton Decl. ¶¶ 20-25. And Clover funds supplemental benefits that local seniors with limited savings could not otherwise afford, such as dental and vision. Killough Decl. ¶¶ 22-27; Thornton Decl. ¶¶ 9-10.

If Clover is deprived of the \$120 million in federal funding as a result of its 2026 Star Rating, it will be financially infeasible to provide services at the same level to residents in this District, and is likely to force Clover to reduce or cease its operations within this District. Thornton Decl. ¶¶ 9-18; Dkt. 1 ¶¶ 51, 57, 92. Given other plans have narrower networks and different sets of covered drugs (“formularies”), many, if not most beneficiaries that switch from Clover to another plan will suffer disruptions to continuity of care with their established physicians and prescription drugs. *See* Killough Decl. ¶¶ 31-42; Thornton Decl. ¶¶ 33-37.

These harms will be felt primarily in *this* region. This is a consequence of federal funding choices, which disadvantage less populous, rural, and at-risk communities with higher healthcare costs in terms of the benefits that plans can offer, and plans' ability to remain in-market at all. Thornton Decl. ¶¶ 12, 14, 37. Once such cuts occur, the impacts will be immediate: Rural residents forced to travel far afield to reach new providers; mobility-impaired residents who must now find transportation or miss appointments because Clover's in-home care has evaporated; rural providers losing a significant source of funds to keep doors open, and critical technologies to help

them obtain and leverage patient data from other providers; and residents suffering more serious medical conditions and requiring ER visits because Clover’s in-home preventative care has been cut. Smith Decl. ¶¶ 40-45; Kreissler Decl. ¶¶ 21-25; Newell Decl. ¶¶ 17-33; Arnold Decl. ¶¶ 39-42; Killough Decl. ¶¶ 17-43; Thornton Decl. ¶¶ 27-37.

Because the outcome of this case “will affect [local] citizens most directly,” transfer is inappropriate. *Neighbors Against Bison Slaughter v. Nat’l Park Serv.*, No. 19-cv-3144, 2019 WL 6035356, at *7 (D.D.C. Nov. 14, 2019). And the fact that an APA case challenging multi-state or nationwide action “could have been brought” in other districts “does not negate [a state’s] particularized interest” in the outcome. *S.C. Coastal Conservation League v. Pruitt*, No. 18-330, 2018 WL 2184395, at *6 (D.S.C. May 11, 2018); see *Friends of the Everglades, Inc. v. Noem*, 796 F. Supp. 3d 1234, 1267 (S.D. Fla. 2025) (finding that other districts may “also have a stake in the proceedings,” but concluding that fact does *not* discount the importance of local interests).

Clover has no members in the Washington, D.C. metro. Here, the localized interest of beneficiaries in this District and their providers strongly favors maintaining venue.

C. The “Interest In Having The Trial Of A Diversity Case In A Forum That Is At Home With The Law” Strongly Favors Maintaining Venue

The “interest in having the trial of a diversity case in a forum that is at home with the law” favors this Court maintaining venue. *Atl. Marine*, 571 U.S. at 62 n.6. The Eleventh Circuit’s *Manuel* standard considers “familiarity with the governing law.” 430 F.3d at 1135 n.1. Either version of the standard favors maintaining venue in this District. Defendants fail to address this factor too, and have forfeited it. See *MB Global Products LLC*, 2025 WL 2898989, at *4.

This case exclusively concerns issues of federal law, which this Court is fully competent to decide. And as explained above, this Court has already gained familiarity with Clover’s specific claims and governing law, which are unique to Clover and unlike any other Star Rating case

previously litigated in *any* court in the entire country. Dkt. 40 at 2-8; *cf. Roether*, 2022 WL 1477436, at *6 n.6 (Wood, J.) (finding that the “interests of . . . efficiency will be best served by maintaining this case’s venue . . . due to this Court’s close familiarity with the facts of this case”).

Finally, as discussed above, one of the most pressing issues for this Court is to determine the consequences of, and path forward following, Defendants’ default of their February 23, 2026 summary judgment briefing deadline, considering *this Court’s* local rules and orders.

For all of these reasons, the issue of governing law favors this Court maintaining venue.

* * *

At bottom, there is no reason to transfer this case and disturb Plaintiff’s choice of forum. If the links identified by the federal government in this case, namely, the presence of federal decisionmakers and some of Plaintiff’s private counsel in Washington, D.C. (even though other counsel were in this District), were sufficient to gain transfer here, they would be sufficient in practically any APA case: Federal decisions will almost always issue from the Northeast, where relevant agencies and regulatory counsel are based. It would likewise make no sense if harms befalling *only* this District were sufficient to anchor venue, but that those same harms *plus additional harms elsewhere* would oust this Court of venue and support transfer elsewhere. That is particularly true here, given that the most harm will be inflicted on Clover’s operations in this District, Clover’s members in this District, and providers in this District. Congress intended the venue provision for suits against the government in § 1391(e) “to broaden the venue of civil actions which could previously have been brought only in the District of Columbia.” Dkt. 40 at 13 (quoting *Schlanger*, 401 U.S. at 490 n.4). Congress did not enact § 1404(a) as a backdoor to funnel all APA cases raising multi-state harms to thousands of Georgia residents back to the Northeast and override § 1391(e).

CONCLUSION

Clover respectfully requests that the Court decline to transfer this matter pursuant to 28 U.S.C. § 1404(a).

Dated: March 25, 2026

Respectfully submitted,

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**pro hac vice*

*Attorneys for Plaintiff Clover Insurance
Company*

CERTIFICATE OF SERVICE

On March 25, 2026, I caused a copy of the foregoing document to be electronically filed with the Clerk of Court using the CM/ECF filing system, which will send notification of such filing to all registered participants.

/s/ James B. Durham
James B. Durham

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF GEORGIA
BRUNSWICK DIVISION**

CLOVER INSURANCE COMPANY,

Plaintiff,

v.

DEPARTMENT OF HEALTH AND HUMAN SERVICES; CENTERS FOR MEDICARE & MEDICAID SERVICES; ROBERT F. KENNEDY, JR., in his official capacity as Secretary of the United States Department of Health and Human Services; MEHMET OZ, in his official capacity as Administrator, Centers for Medicare & Medicaid Services,

Defendants.

Civil Action No. 2:25-cv-142

DECLARATION OF SHERRY SMITH

I, Sherry Smith, declare as follows:

1. I submit this declaration in support of Clover Insurance Company’s (“Clover”) Response to Order to Show Cause.

2. This Declaration is based upon my personal knowledge and review of relevant documents. I am fully familiar with the facts and circumstances set forth herein. If called as a witness, I could and would testify competently thereto.

BACKGROUND

- 3. I am a nurse practitioner residing in Savannah, Georgia.
- 4. I have been a nurse practitioner with Clover since April 2025.
- 5. Prior to this role, I worked as a nurse practitioner for four years, including with a major national health insurance provider.

6. I earned my degree to become a nurse practitioner from South University.

7. Prior to that, I worked as a registered nurse and in other roles in the nursing profession. All told, I have approximately 20 years in the nursing profession.

CLOVER'S FOCUS ON PREVENTATIVE CARE

8. Preventative care is at the heart of Clover's mission.

9. A pillar of Clover's model is providing in-home medical personnel to coordinate care and focus on prevention—an approach that sets us apart from many other insurers.

10. Most importantly, preventative care makes beneficiaries' lives healthier and better.

11. I am dedicated to this mission in Savannah and the surrounding Southeast Georgia region, covering the Brunswick and Dublin regions as well.

12. Moreover, every time that Clover can address a member's needs in a lower acuity setting, like facilitating an office visit or a prescription pickup, before it becomes an emergency resulting in an ER visit and/or hospitalization, Clover is not just able to improve the patient's health, but reduce unnecessary healthcare utilization and reduce the burden on our hospitals.

13. For example, if we can manage a patient's diabetes with insulin or metformin before it results in a diabetic crisis, hospitalization, non-healing wounds, or amputation, the patient obviously benefits, Clover reduces utilization, and the healthcare system preserves resources and is available to other patients.

14. Or, if we can manage a patient's hypertension with diet, exercise, medications, or smoking cessation, we can prevent conditions like kidney disease, stroke, and heart attacks, Clover reduces utilization, and resources are conserved for other patients.

15. And if we can maintain appropriate wound care following a hospital discharge, we can reduce or prevent localized infection, systematic infections, rehospitalization, and worse.

MY FOCUS ON PREVENTATIVE CARE

16. As described below, my role is focused on preventative care.
17. I work alongside certified medical assistants, including two based in the Savannah area, and two based in the Augusta area.
18. Our team's job is to deliver preventative care to patients, in the home.
19. These visits are known as "Clover Care Visits."
20. I personally meet with between 5 and 8 patients within my service region every working day.
21. I am responsible for conducting a comprehensive review and assessment of each member's medical history, physical health, environment and psycho-social status.
22. Using proprietary tools such as Clover Assistant (which leverages hundreds of healthcare datapoints to provide patient-specific recommendations), I create personalized care plans in coordination with the member's primary care physician, and, as warranted, specialists.
23. My goal is successful referral to network providers and internal Clover clinical teams to improve care and outcomes before conditions reach an emergent or acute stage.
24. I also perform point-of-care labs and diagnostic testing, such as A1c (diabetes/pre-diabetes) and microalbumin (kidney disease), to diagnose and treat conditions sooner, before they become more severe and difficult to treat.
25. I also work with at-risk members to transition from the hospital to their own home and obtain necessary treatment on an in-office or outpatient basis, without needing readmission.
26. For patients requiring the most complex care, I meet with patients every 3 months or every 6 months.

27. My certified medical assistant colleagues also deliver timely, preventative homecare to members, particularly those with complex conditions, throughout the same region.

28. Our certified medical assistants are force multipliers for Clover's providers to deliver timely medical interventions to at-risk members in the home.

29. Clover's data show that patients receiving Clover Care Visits have significantly lower rates of rehospitalization and other unnecessary healthcare utilization, and significantly better health outcomes, than those without.

HOW CLOVER CARE VISITS IMPROVE HEALTH OUTCOMES IN SOUTHEAST GEORGIA

30. Southeast Georgia has particular medical needs that make it different from Atlanta and other larger metropolitan areas.

31. Because of well-known socioeconomic determinants of health, including income, education, smoking, and access to healthcare providers, healthy foods, and recreation, our region has a particularly high chronic disease burden, including conditions like heart disease, chronic obstructive pulmonary disease ("COPD"), hypertension, and diabetes.

32. On average, healthcare literacy, and members' ability to self-manage their care, is lower in this region, compared to other, less-at-risk regions.

33. For example, simply scheduling appointments, and even knowing when or what appointments are needed, is a major barrier to healthcare access for many of our members in this region.

34. That is doubly true for our most vulnerable members with diminished physical and mental capacity and/or behavioral health issues.

35. There are also significant gaps between residents and their providers in this region. Particularly in rural areas, providers are few and far between.

36. For example, in many instances, if our teams did not go to members' homes, members would need to travel an hour, or even two hours, to access care.

37. And many of these members lack transportation—public or private

38. Some members, particularly those with diminished mobility, are unable to realistically travel outside of the home.

39. For all of these reasons, many members within this region simply would not pursue any form of preventative healthcare, or schedule needed primary care or specialist care, but for Clover Care Visits to their homes.

IMPACT OF CLOVER'S 2026 STAR RATING IN THE SOUTHERN DISTRICT

40. I am very concerned that Clover's 3.5 Star 2026 Star Rating will have significant negative effects for the Southern District of Georgia.

41. I understand that, absent judicial intervention on Clover's Star Rating, Clover may be forced to reduce its operations or exit the market.

42. If Clover is forced to reduce or cease its operations within counties in the Southern District of Georgia, this will greatly compromise patient care within the region.

43. Other Medicare Advantage plans in the region do not offer high-touch preventative care programs like those that Clover offers.

44. If our care teams were required to reduce or restrict meeting with patients in their homes, we would no longer be able to prevent health problems escalating to an emergent or acute condition (or worse), as we are currently able to do.

45. If our care teams were required to reduce or restrict meeting with patients in their homes, I strongly believe that it would result in significant harm to patients and real-world adverse events that we could have otherwise prevented.

Executed at: Savannah, Georgia

March 24, 2026

Signed by:

9E5DCD971D37454.....

Sherry Smith

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF GEORGIA
BRUNSWICK DIVISION**

CLOVER INSURANCE COMPANY,

Plaintiff,

v.

DEPARTMENT OF HEALTH AND HUMAN SERVICES; CENTERS FOR MEDICARE & MEDICAID SERVICES; ROBERT F. KENNEDY, JR., in his official capacity as Secretary of the United States Department of Health and Human Services; MEHMET OZ, in his official capacity as Administrator, Centers for Medicare & Medicaid Services,

Defendants.

Civil Action No. 2:25-cv-142

DECLARATION OF DEVEN KILLOUGH

I, Deven Killough, declare as follows:

1. I submit this declaration in support of Clover Insurance Company’s (“Clover”) Response to Order to Show Cause.

2. This Declaration is based upon my personal knowledge and review of relevant documents. I am fully familiar with the facts and circumstances set forth herein. If called as a witness, I could and would testify competently thereto.

BACKGROUND

3. I am the Senior Director, Provider Development Lead for Clover in Thomasville, Georgia. I have held this position since August 2025.

4. As part of my role at Clover, I am responsible for growing the network of providers who are integrated into the Clover Assistant technological platform, which is a backbone feature of Clover's Medicare Advantage offerings.

5. I am responsible for growing the providers in the Georgia region who use the Clover Assistant platform, including in Southeast Georgia.

6. As a part of this role, I travel throughout the Southern District of Georgia—including rural towns and cities like Brunswick, Savannah, and Augusta—throughout the year, to meet with providers, hospitals, and specialists, to integrate them with Clover and Clover Assistant. I am constantly traveling through the Southern District to conduct these meetings on an approximately monthly basis.

7. I have worked in the healthcare field in Southern Georgia for approximately 18 to 19 years and have extensive experience with the particular health concerns and challenges of Georgia's rural communities.

8. Among other roles, prior to coming to Clover, I worked as Vice President for another national provider enablement organization.

9. As part of my current role, I am responsible for understanding not only the Clover Assistant tool, but also the needs and requirements of providers, the considerations that drive their adoption of Clover Assistant and providers' integration into the network of Clover providers, and providers' incentive structures to begin and continue working with Clover. I am also responsible for understanding the needs of patients, both from a healthcare perspective (which, again, is the primary purpose of Clover Assistant, to deliver better healthcare), and from a practical and financial perspective, so that I can explain to providers how Clover and Clover

Assistant can improve the lives of their patients, deliver better outcomes, and improve access to care.

THE CLOVER ASSISTANT TOOL

10. Clover Assistant is a proprietary, AI-powered healthcare technology platform developed by Clover, which Clover makes available to physicians free of charge to serve members of Clover's Medicare Advantage plan.

11. As further described in the declaration of my colleague Caitlin Arnold, Clover Assistant is designed as a physician enablement tool to help primary care doctors make more informed clinical decisions by aggregating and analyzing vast amounts of patient data in real-time.

12. Clover Assistant pulls medical information from across the healthcare ecosystem—including lab results, specialist visits, medication history, and hospital records—into a single, unified view for the doctor, and makes real-time, actionable recommendations.

THE ROLE OF CLOVER ASSISTANT IN THE SOUTHERN DISTRICT OF GEORGIA

13. While Clover Assistant has proven helpful to providers nationwide, it has proven especially helpful in the Southern District of Georgia.

14. Both the urbanized and rural areas around Thomasville, Brunswick, Savannah, Waycross, Statesboro, and Augusta face serious healthcare gaps.

15. The burden of chronic diseases like diabetes, heart disease, and kidney disease is significant, and higher here than in most other areas of the country.

16. As further described in the declaration of my colleague Caitlin Arnold, Clover Assistant helps close these healthcare gaps, by assisting with system and database integrations between providers, hospitals, and pharmacies; by informing providers when patients fail to

pickup their prescriptions; by analyzing lab results to detect potential health problems; and by informing providers when patients are discharged from the hospital, among numerous other clinical insights. Clover Assistant provides clinicians with actionable insights in real time, in their existing work flows, and at the points of care.

IMPACT OF CLOVER'S 2026 STAR RATING IN THE SOUTHERN DISTRICT

17. CMS's Star Ratings play a crucial role in Clover's efforts to improve the health of those we serve.

18. Star Ratings are a part of a self-reinforcing cycle when it comes to Clover's ability to deliver quality care.

19. Star Ratings are based in part on data on health outcomes and the quality of care. These datasets include sources like the Healthcare Effectiveness Data and Information Set ("HEDIS") and the Health Outcome Survey ("HOS"), which measure these sorts of metrics.

20. The cycle works like this: As Clover continues striving to provide best-in class care to its members, including in part through tools like Clover Assistant, its HEDIS and HOS metrics improve. This, in turn, leads to a higher Star Rating, entitling Clover to larger bonus payments and rebates, and allowing us to offer more benefits, and attracting more providers to join Clover's networks, yielding improvements in Clover's Star Rating.

21. Ultimately, a higher Star Rating allows Clover to further invest in communities in the Southern District of Georgia and improve care in this underserved and vulnerable region.

22. Based on its previous 4-Star Rating, which still determines its plan's funding in 2026, Clover currently provides the broadest network of providers and richest set of benefits of any Medicare Advantage plan in the Southern District of Georgia, including Brunswick, Savannah, and Augusta.

23. This includes supplemental benefits like optical and dental, over-the-counter prescription drug benefits, zero-co-pay Part D drugs, and other benefits.

24. Particularly for members with limited or no retirement savings, these so-called “supplemental” benefits can make the difference between having healthcare access, or not.

25. For residents in rural areas of the Southern District of Georgia, Clover’s broader network of providers, as opposed to the skinnier networks offered by other plans, can make the difference between seeing a provider 5 minutes away, or over an hour away.

26. This is not a small burden for seniors, many of whom can no longer drive. And for so many in this region, no viable public transportation is available.

27. A lower Star Rating, however, interrupts the beneficial cycle described to the detriment of Clover’s members. Without the rebates and bonus payments that come with a higher Star Rating, Clover has less of an ability to meet the needs of its members.

28. At bottom, a lower Star Rating leads to thinner networks, a thinner reimbursement structure, and reduced benefits for members—not just when compared to existing Clover offerings at a 4 Star rating, but also when compared to other Medicare Advantage options.

29. These problems are acute for members in the Southern District of Georgia.

30. In this region, we have seen rural hospitals closing, diminishing numbers of providers, and other plans thinning their Medicare Advantage plan networks, as our competitors retrench from the Southeast Georgia market due to increasing rural healthcare costs and the relatively high chronic disease burden of the region, compared to other regions.

31. We are seeing rural critical access (safety net) hospitals closing. And for those that remain, competing Medicare Advantage plans often place them out-of-network, leaving beneficiaries with even fewer choices.

32. These other plans are known as having “narrow” or “restrictive” networks. From those plans’ perspective, it is “good enough” if a senior is in-network at a hospital located an hour away from home, when the patient lives 10 minutes from a rural access hospital.

33. By contrast, Clover’s 4-Star Rating has allowed it to maintain a significantly broader network compared to our competitors, including rural hospitals and local independent providers.

34. Simply put, we are often the most widely accepted Medicare Advantage plan in the Southeast Georgia region—particularly among independent, local practices—including within the Southern District of Georgia.

35. These broader benefits and networks are reflected in our growth in the region in recent years, as our competitors retrench and their market share stagnates.

36. I am very concerned that Clover’s 3.5 Star 2026 Star Rating will have significant negative effects for the Southern District of Georgia.

37. While other plans have departed or otherwise restricted their benefits, Clover has continued to invest in the region and grow its business throughout Georgia.

38. I understand that, absent judicial intervention on Clover’s Star Rating, Clover may be forced to reduce its operations or exit the market in the Southern District of Georgia.

39. If Clover is forced to reduce or cease its operations within counties in the Southern District of Georgia, this will likely have a negative impact on access to care, benefits, and other healthcare services for Medicare Advantage beneficiaries within the region.

40. Due to the dwindling number of plans, and the cost of healthcare in the region, a new Medicare Advantage plan is unlikely to take Clover’s place if it is forced out of the market.

41. Instead, Clover’s members will be shunted towards one of the few remaining

plans available in the region that have provided fewer benefits, greater costs, and fewer choices on who the patient can see for care.

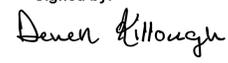
42. And if Clover is “just” forced to limit its benefits and network, this will still reduce healthcare access in the region, with seniors facing fewer choices and options for care.

43. This will further limit access to healthcare for seniors in a region already facing increasing healthcare burdens with each passing year.

Executed at: Thomasville, Georgia

City, State

March 23, 2026

Signed by:

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Deven Killough

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF GEORGIA
BRUNSWICK DIVISION**

CLOVER INSURANCE COMPANY,

Plaintiff,

v.

DEPARTMENT OF HEALTH AND HUMAN SERVICES; CENTERS FOR MEDICARE & MEDICAID SERVICES; ROBERT F. KENNEDY, JR., in his official capacity as Secretary of the United States Department of Health and Human Services; MEHMET OZ, in his official capacity as Administrator, Centers for Medicare & Medicaid Services,

Defendants.

Civil Action No. 2:25-cv-142

DECLARATION OF PARKER NEWELL

I, Parker Newell, declare as follows:

1. I submit this declaration in support of Clover Insurance Company’s (“Clover”) Response to Order to Show Cause.

2. This Declaration is based upon my personal knowledge and review of relevant documents. I am fully familiar with the facts and circumstances set forth herein. If called as a witness, I could and would testify competently thereto.

BACKGROUND

3. I am a Provider Development Advisor for Clover located in Chatham County, Georgia, at Tybee Island. I have held this position since late 2025.

4. As part of my role at Clover, I am responsible for growing the network of providers who are integrated into the Clover Assistant technological platform, which is a

backbone feature of Clover's Medicare Advantage offerings. I am responsible for growing the providers in my region who use the Clover Assistant platform.

5. I am responsible for serving dozens of providers within my region, which stretches through all of the counties from Brunswick, up to Savannah, Statesboro, and Augusta, including the rural counties around them.

6. I work "on the road" within the Southern District of Georgia most days of every week, making numerous face-to-face visits to providers throughout the Southern District.

7. I have 15 years in the healthcare industry, where I have worked my entire working career. These roles have included other roles in connection with the Medicare system.

8. As part of my current role, I am responsible for understanding not only the Clover Assistant tool, but also the needs and requirements of providers, the considerations that drive their adoption of Clover Assistant and providers' integration into the network of Clover providers, and providers' incentive structures to begin and continue working with Clover. I am also responsible for understanding the needs of patients, both from a healthcare perspective (which, again, is the primary purpose of Clover Assistant, to deliver better healthcare), and from a practical and financial perspective, so that I can explain to providers how Clover and Clover Assistant can improve the lives of their patients, deliver better outcomes, and improve access to care.

THE CLOVER ASSISTANT TOOL

9. Clover Assistant is a proprietary, AI-powered healthcare technology platform developed by Clover, which Clover makes available to physicians free of charge to serve members of Clover's Medicare Advantage plan.

10. As further described in the declaration of my colleague Caitlin Arnold, Clover

Assistant is designed a physician enablement tool to help primary care doctors make more informed clinical decisions by aggregating and analyzing vast amounts of patient data in real-time.

11. Clover assistant pulls medical information from across the healthcare ecosystem—including lab results, specialist visits, medication history, and hospital records—into a single, unified view for the doctor, and makes real-time, actionable recommendations.

THE ROLE OF CLOVER ASSISTANT IN THE SOUTHERN DISTRICT OF GEORGIA

12. While Clover Assistant has proven helpful to providers nationwide, it has proven especially helpful in the Southern District of Georgia.

13. Both the urbanized and rural areas around Brunswick, Savannah, Statesboro, and Augusta face serious healthcare gaps.

14. The burden of chronic diseases like diabetes, heart disease, and kidney disease is significant, and higher here than in most other areas of the country.

15. As further described in the declaration of my colleague Caitlin Arnold, Clover Assistant helps close these healthcare gaps, by assisting with system and database integrations between providers, hospitals, and pharmacies; by informing providers when patients fail to pickup their prescriptions; by analyzing lab results to detect potential health problems; and by informing providers when patients are discharged from the hospital, among numerous other clinical insights.

16. Clover Assistant provides clinicians with actionable insights in real time.

IMPACT OF CLOVER'S 2026 STAR RATING IN THE SOUTHERN DISTRICT

17. In my interactions with providers concerning closer integration with Clover and Clover Assistant, providers are most concerned with how Clover and Clover Assistant can help

their patients and make them healthier. This is the overriding consideration.

18. In these conversations, CMS's annual Star Rating is a hugely powerful and influential metric for providers. It is effectively the gold standard for the quality of Medicare Advantage plan, and its ability to help make patients healthier.

19. In effect, Clover's longstanding 4-Star rating allows me to say to providers, "Don't take my word for it." Providers can look to CMS's own Star Rating to see that Clover, and Clover Assistant, provides quicker detection of diseases and conditions, faster delivery of needed treatment options, and empirically measurable, better outcomes for patients.

20. Besides Star Ratings reflecting the standard of care, providers are aware that Star Ratings also drive reimbursement levels for providers, since a higher Star Rating allows plans, including Clover, to increase reimbursements and deliver greater network depth. Accordingly, a higher Star Rating drives deeper market penetration and a broader network of providers.

21. In this sense, the Star Rating creates a "positive feedback loop." The loop is as follows: A Star Rating of 4 Stars or greater makes available to Clover a higher level of funding for supplemental benefits, lower co-pays and cost-sharing, greater provider reimbursements, and a broader provider network. In turn, by providing greater benefits, lower cost barriers to healthcare, and a broader provider network, in tandem with Clover Assistant, Clover can help drive beneficiaries to be appropriately seen when they need care, obtain necessary treatments sooner, and stay engaged with the healthcare system for ongoing health maintenance. By improving the quality of care, Clover's Star Rating benefits, yielding more funding, and the cycle repeats.

22. But a declining Star Rating will also create a "negative feedback loop." The loop is as follows: A Star Rating of 3.5 Stars or less makes available to Clover a lower level of

funding for supplemental benefits, raises co-pays and cost-sharing, lowers reimbursements, and narrows the provider network. In turn, by providing narrower benefits, increasing cost barriers to healthcare, and delivering a narrower provider network, beneficiaries are less likely to be appropriately seen, more likely to obtain treatments later, and will be less engaged with the healthcare system for health maintenance. With less preventative care, less provider options, more-distant providers as the network thins (particularly in rural areas), and disruption to continuity of care as providers fall out of network, Clover's Star Rating is further endangered, risking future-year Star Ratings and resulting funding levels, and the cycle repeats.

23. Due to the heightened chronic disease/condition burden in the Southern District of Georgia, existing gaps in access to healthcare, and limited Medicare Advantage marketplace competition, these concerns around a "negative feedback loop" arising from Clover's 2026 Star Rating are significantly greater in the Southern District of Georgia than other regions where Clover operates.

24. In effect, in larger urbanized markets like New Jersey and Pennsylvania/Philadelphia, Clover has more "wiggle room" in its operations to accommodate the shock of a lower Star Rating with less drastic changes to its benefits, network, and market position.

25. By contrast, given the healthcare gaps and chronic care burdens within this District, which raise the cost of care, the effects of any decline in Clover's Star Rating are sharpest here.

26. I am very concerned that Clover's 3.5 Star 2026 Star Rating will have significant negative effects for beneficiaries within the Southern District of Georgia, and, in turn, Clover's competitiveness and ability to maintain its operations in the District.

27. I understand that, absent judicial relief, Clover will likely be forced to reduce or cease its operations within the counties in the Southern District of Georgia, including Glynn, Chatham, Camden, McIntosh, Long, Wayne, Appling, and Jeff Davis counties.

28. In the event that Clover is required to reduce benefits or exit the market, the result for beneficiaries is straightforward: Less choice and less benefits.

29. Because of the way Medicare Advantage works, just because Clover exits the local market does not mean that a new 4- or 5-Star plan will materialize in its place.

30. Nor does Clover’s exit from the market mean that existing plans will expand their benefits.

31. On the contrary, without competitive pressure from Clover, competing plans within the District will be able to offer even less benefits within the Southern District in future years.

32. Even if Clover were to remain within the District, with a 3.5 Star 2026 Star Rating, Clover would likely be faced with less supplemental benefits, higher co-pays and cost-sharing, lower reimbursements, and a narrower provider network.

33. More importantly, with a 3.5 Star Rating, beneficiaries will lose, as they will be left with the loss of their existing benefits, and face a far narrower set of benefits, whether with another plan (in the event Clover exits) or with Clover (in the event it remains).

Executed at: Savannah, Georgia

City, State

March 23, 2026

Signed by: 
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Parker Newell

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF GEORGIA
BRUNSWICK DIVISION**

CLOVER INSURANCE COMPANY,

Plaintiff,

v.

DEPARTMENT OF HEALTH AND HUMAN SERVICES; CENTERS FOR MEDICARE & MEDICAID SERVICES; ROBERT F. KENNEDY, JR., in his official capacity as Secretary of the United States Department of Health and Human Services; MEHMET OZ, in his official capacity as Administrator, Centers for Medicare & Medicaid Services,

Defendants.

Civil Action No. 2:25-cv-142

DECLARATION OF CAITLIN ARNOLD

I, Caitlin Arnold, declare as follows:

1. I submit this declaration in support of Clover Insurance Company’s (“Clover”) Response to Order to Show Cause.

2. This Declaration is based upon my personal knowledge and review of relevant documents. I am fully familiar with the facts and circumstances set forth herein. If called as a witness, I could and would testify competently thereto.

BACKGROUND

3. I am a Provider Success Associate for Clover in the town of Rentz, located in Laurens County, Georgia, approximately 10 miles south of Dublin. I am originally from Uvalda, located in Montgomery County, Georgia.

4. As part of my role at Clover, I am responsible for maintaining and growing the network of providers who are integrated into the Clover Assistant technological platform, which is a backbone feature of Clover’s Medicare Advantage offerings.

5. I am responsible for ongoing engagement with all providers in my region who use the Clover Assistant platform, to guide them in the use of the platform, troubleshoot difficulties (including escalating them within my organization), and grow provider integration.

6. I am responsible for providers within my region, which stretches through the counties from Brunswick, up to Savannah, over to Statesboro and Dublin, covering much of the Southern District of Georgia. I also have responsibility for Macon.

7. I am frequently “on the road” within the Southern District of Georgia making face-to-face visits to providers, and visit/contact the providers for whom I am responsible approximately monthly, in places like Savannah, Statesboro, and Sylvania (near Statesboro).

8. I joined Clover in late 2025. Prior to my current role, I worked for a Medicare Accountable Care Organization (a group of providers who voluntarily collaborate to provide coordinated, high-quality care to Original Medicare beneficiaries) in a similar role.

THE ROLE OF CLOVER ASSISTANT

9. Clover Assistant is a proprietary, AI-powered healthcare technology platform developed by Clover, which Clover makes available to physicians free of charge to serve members of Clover’s Medicare Advantage plan.

10. Clover Assistant is designed as a physician enablement tool to help primary care doctors make more informed clinical decisions by aggregating and analyzing vast amounts of patient data in real-time.

11. Clover assistant pulls medical information from across the healthcare

ecosystem—including lab results, specialist visits, medication history, and hospital records—into a single, unified view for the doctor.

12. Using machine learning and clinical evidence-based protocols, the platform surfaces tailored suggestions for diagnoses and treatment plans directly at the point of care.

13. Research from Clover indicates that the tool helps clinicians diagnose or manage chronic conditions like diabetes and chronic kidney disease years earlier than without it.

14. Clover Assistant also alerts physicians when patients have not picked up their prescriptions, which can lead to non-compliance and serious adverse events.

15. Clover Assistant is able to integrate with most major electronic health record systems, to pull from and integrate a host of patient data.

16. Clinicians' use of Clover Assistant is associated with fewer hospital stays and readmissions, higher rates of preventative care screenings, and improved medication adherence.

THE ROLE OF CLOVER ASSISTANT IN THE SOUTHERN DISTRICT OF GEORGIA

17. While Clover Assistant has proven helpful to providers nationwide, it has proven especially helpful in the Southern District of Georgia.

18. It is no secret that the rural regions around Dublin, Statesboro, Brunswick, and Savannah face serious healthcare gaps.

19. There are relatively few providers, long distances between patients and providers, and those providers that exist are often financially challenged, face staffing issues, and are increasingly closing their doors.

20. In practical terms, what this means for patients is fewer healthcare visits, more “friction” to make it to visits (driving long distances, often for seniors who cannot drive and rely on family to drive them), and more chances for healthcare issues to “slip through the cracks” and

go undetected than in larger, metropolitan areas, with better access to routine, preventative healthcare services.

21. These and other factors, including limited options for groceries, limited options for recreation, and gaps in educational attainment make it more challenging and burdensome for people in the rural Southern District to take care of their health.

22. The burden of chronic diseases like diabetes, heart disease, and kidney disease is higher here than in most other areas of the country.

23. Clover Assistant helps close these healthcare gaps, in numerous ways.

24. Smaller, resource-constrained primary care offices in the District do not have technology teams available to integrate their systems with other providers, hospitals, pharmacies, and so on, as would be true of larger practices and chains of practices elsewhere.

25. Clover Assistant accomplishes this system integration, at no cost to the provider, allowing them to seamlessly view and act upon a vast range of healthcare information consisting of hundreds of data points, at the point of care, on their computers.

26. Were Clover Assistant unavailable, this system integration and the availability of this data to providers would disappear overnight.

27. This may not be as much of a problem for a large, hospital-affiliated primary care chain in a larger metropolitan area like Atlanta, which is likely to have other systems integrations and a team of technology support staff, but it will be a problem for the rural providers that I serve, who lack these resources and “backup” system integrations if Clover Assistant disappears.

28. Similarly, Clover Assistant can help providers see when a patient misses his or her prescription pickup, and make arrangements to assist them (for example, changing the prescription to a mail delivery option).

29. When a physician only sees a patient infrequently, as is unfortunately often the case in this region, the physician is unlikely to have access to the latest data from lab results, hospital discharges, specialists, and other providers.

30. Clover Assistant provides actionable insights to providers in these circumstances.

31. For example, if a patient is discharged from the hospital, Clover Assistant can inform the provider and prompt them to schedule a follow-up appointment, that the patient would not otherwise schedule.

32. This is particularly important during the vulnerable post-discharge period.

33. Much the same is true of detecting diseases sooner.

34. Oftentimes, a clinician will prescribe labs to a patient, but the patient only manages to run in the blood lab many months later.

35. In circumstances where the lab results show a significant area for concern, like a risk of diabetes, high cholesterol, or kidney disease, a primary care provider may or may not review and act upon the results, especially if the lab system is not integrated to the primary care system, or the patient does not return to the provider for many months or years.

36. Clover Assistant helps solve this problem by detecting health problems sooner and recommending potential interventions for the provider's consideration.

37.

38. These system integrations and interventions are much more important for small, rural clinicians, who often see patients less frequently, than in larger metropolitan areas where the lab results are more likely to be *automatically* integrated to the clinician's systems, and prompt them for follow-up, or, alternatively, the patient is more likely to be seen again soon.

IMPACT OF CLOVER'S 2026 STAR RATING IN THE SOUTHERN DISTRICT

39. I am very concerned that Clover’s 3.5 Star 2026 Star Rating will have significant negative effects for beneficiaries within the Southern District of Georgia, and, in turn, Clover’s competitiveness and ability to maintain its operations in the District.

40. I understand that, absent judicial relief, Clover will likely be forced to reduce or cease its operations within the counties in the Southern District of Georgia.

41. As explained, Clover Assistant provides a significant role for providers within this District, and is particularly important to filling healthcare gaps and addressing the significantly higher chronic disease burden in this region.

42. In the event that Clover is required to reduce its operations or exit from the region, it would deprive providers of an important tool that provides measurable, real-world benefits to residents of this District.

Executed at: Rentz, Georgia

City, State

March 24, 2026

Signed by:
Caitlin Arnold
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Caitlin Arnold

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF GEORGIA
BRUNSWICK DIVISION**

CLOVER INSURANCE COMPANY,

Plaintiff,

v.

DEPARTMENT OF HEALTH AND HUMAN SERVICES; CENTERS FOR MEDICARE & MEDICAID SERVICES; ROBERT F. KENNEDY, JR., in his official capacity as Secretary of the United States Department of Health and Human Services; MEHMET OZ, in his official capacity as Administrator, Centers for Medicare & Medicaid Services,

Defendants.

Civil Action No. 2:25-cv-142

DECLARATION OF PAULA KREISSLER

I, Paula Kreissler, declare as follows:

1. I submit this declaration in support of Clover Insurance Company’s (“Clover”) Response to Order to Show Cause.

2. This Declaration is based upon my personal knowledge. I am fully familiar with the facts and circumstances set forth herein. If called as a witness, I could and would testify competently thereto.

BACKGROUND

3. I am a retired healthcare advocate and a current Clover Medicare Advantage plan member located in Savannah, Georgia.

4. For over a decade before I retired, I was the Executive Director of Healthy Savannah, a non-governmental organization whose mission is to close healthcare gaps and

disparities, and make it easier for residents of Savannah to live healthier lives.

5. I graduated from Concordia University with a Bachelors of Arts, have done graduate studies in accounting, and am a Certified Public Accountant. I graduated from Marylhurst University with a Masters of Business Administration in 2012.

6. As Executive Director of Healthy Savannah, I worked with our leaders and community members to help make healthy choices easy for all members of our community.

7. Although I recently retired, I retain a consulting role with the organization as part of my transition into retirement.

8. Among other initiatives, Healthy Savannah focuses on issues like promoting breast feeding, nutrition education, Savannah's nation-leading smoke-free ordinance, immunizations, childhood obesity, and promoting healthy lifestyles. We have received millions of dollars in federal grants to promote these efforts.

9. I have been a Clover plan member since I turned 65 years old, so I have now been with Clover for 7 years. Based on my experiences, several of my friends have joined Clover too.

10. I joined Clover because I agreed with its focus on providing healthcare "upstream," at the preventative stage, to avoid the need for more serious, costly interventions at a later stage.

11. Subsequently and some time after I became a Clover member, Clover also joined Healthy Savannah as a corporate sponsor, alongside other Savannah businesses.

THE SOUTH GEORGIA HEALTHCARE LANDSCAPE

12. It is well known that Savannah residents, as well as other residents within the Southern District, face serious healthcare gaps.

13. Due to socioeconomic determinants of health such as income, limited options for groceries and healthy recreation, and gaps in educational attainment, it is more challenging and burdensome for people in Savannah and Southeast Georgia to take care of their health, compared

to other, wealthier, metropolitan areas with more options for walking and recreation.

14. As a concrete example, while the public may recognize Savannah for our parks, live oak trees, and fountains, what is less well-known is that over 70% of our streets lack *any* sidewalks at all, and that groceries are difficult to find near Title I (low-income) schools.

15. The burden of chronic diseases like diabetes, heart disease, and kidney disease is significantly higher in Savannah and the Southern District than in most other areas of the country.

16. The work we do at Healthy Savannah is important to closing these gaps. But these gaps remain.

17. These healthcare gaps make the breadth of preventative services, care coordination, provider networks, and healthcare benefits through insurance plans, including Medicare Advantage plans for seniors, particularly important in the region.

18. If a benefit or provider is not included “in plan” as part of Medicare or Medicare Advantage, it will often be difficult, if not impossible, for our seniors to access needed services.

19. Our seniors in Savannah are less-likely to have sources to pay for out-of-network services, like second-party/supplemental insurance benefits or self-pay.

20. Indeed, even relatively “limited” costs like co-pays can form a significant barrier to care in our community, even for seniors *with* coverage.

IMPACT OF CLOVER’S 2026 STAR RATING IN THE SOUTHERN DISTRICT

21. As explained, I chose Clover because I personally believe that preventative care—serving people “upstream” in lower acuity settings—is at the heart of keeping people healthier, and I was impressed by Clover’s preventative care programs.

22. I have been very pleased with Clover and the benefits and network healthcare providers I have been able to access as a member of my plan, the “Live Healthy” benefits, and my ability to access the primary care and specialists I need.

23. I am concerned that Clover’s 3.5-Star 2026 Star Rating may have significant negative effects for both myself and other beneficiaries within the Southern District of Georgia.

24. While I do not personally know Clover’s plans for next year, if I were to lose benefits under my Clover plan, or see those benefits or the provider network narrowed, it would be disruptive to me, and potentially very disruptive in the event I had to switch plans, change providers, or change my prescriptions.

25. My experience in the healthcare field is not representative of most Medicare beneficiaries. I am very worried that for other Clover members, particularly more vulnerable members with more health issues, it would be even more difficult and disruptive if they faced more limited benefits, changes in providers or prescriptions, or had to change plans altogether.

Executed at: Savannah, Georgia

March 24, 2026

DocuSigned by:
Paula Kreissler
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Paula Kreissler

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF GEORGIA
BRUNSWICK DIVISION**

CLOVER INSURANCE COMPANY,

Plaintiff,

v.

DEPARTMENT OF HEALTH AND HUMAN SERVICES; CENTERS FOR MEDICARE & MEDICAID SERVICES; ROBERT F. KENNEDY, JR., in his official capacity as Secretary of the United States Department of Health and Human Services; MEHMET OZ, in his official capacity as Administrator, Centers for Medicare & Medicaid Services,

Defendants.

Civil Action No. 2:25-cv-142

**DECLARATION OF CLAY THORNTON IN SUPPORT OF PLAINTIFF'S
RESPONSE TO ORDER TO SHOW CAUSE**

I, Clay Thornton, declare as follows:

1. I submit this declaration in support of Clover Insurance Company's ("Clover") Response to Order to Show Cause.

2. This Declaration is based upon my personal knowledge and review of relevant documents. I am fully familiar with the facts and circumstances set forth herein. If called as a witness, I could and would testify competently thereto.

3. I am the Chief Financial Officer of Clover. I have held this position since 2024.

4. I have worked in the healthcare industry performing finance and Medicare Advantage-related functions for over 13 years, and have extensive experience with Medicare Advantage health plans.

5. In my role as Chief Financial Officer, I drive financial strategies to bolster quality outcomes, member and provider satisfaction, and sustainable business expansion for Clover. I am familiar with the Part C and D programs administered by the Department of Health and Human Services and the Centers for Medicare and Medicaid Services (collectively, “Defendants”), the Medicare Advantage bidding process, CMS’s Star Ratings, and Clover’s 2026 Star Rating (including the data used by CMS to calculate that Star Rating). Additionally, I am familiar with the impact of Clover’s Star Ratings on its business and members.

6. Clover provides Medicare Advantage plans to thousands of members within this District, including members in Glynn, Camden, McIntosh, Chatham, Long, Wayne, Appling, and Jeff Davis counties, along with practically every other county within this District. Clover also serves many thousands of additional members spread across Georgia, along with South Carolina, New Jersey, Pennsylvania, and Texas. All told, Clover provides Medicare Advantage plans to over 100,000 beneficiaries, and Georgia is Clover’s second-largest market.

7. To participate in the Medicare Advantage program and determine payments to Clover under that program, Clover must submit an annual bid, on the first Monday in June (for the 2027 plan year, by June 1, 2026), that represents Clover’s estimated cost for covering Medicare-defined standard benefits to an average enrollee for the upcoming year.

8. These bids require weeks of preparation and extensive supporting documentation, including information about the benefits and cost sharing that the plan will cover and a detailed financial breakdown of how the plan arrived at its bid amount, with the actuarial basis and support for the calculations. To develop and submit such a bid consistent with CMS rules, it is necessary to know the plan’s Star Rating, which plays a significant part in determining the payments made by CMS to the plan in connection with each plan member in a given locality.

9. Absent judicial relief, Defendants' unlawful 3.5-Star 2026 Star Rating will deprive Clover and its members of the \$120 million in quality bonus payments and rebates to which it should be entitled, including millions of dollars that Congress assigned to benefit Clover's members located in this District.

10. These funds are calculated on a beneficiary-by-beneficiary basis and are used to reduce member cost sharing, lower Part D premiums, and offer supplemental benefits within this District, which obviously cannot occur if Defendants maintain their position that Clover should be rated at 3.5 Stars, and thus ineligible for quality bonus payments and the additional funding provided by those payments.

11. Defendants' unlawful 3.5-Star 2026 Star Rating is likely to force Clover to reduce or cease its operations within this District, depriving seniors of their preferred insurance provider.

12. Residents in the Southern District of Georgia, including in the counties in and around Brunswick, Savannah, Augusta, Statesboro, Dublin, and Waycross, are at the highest risk of disruption from a reduction in Clover's 2026 Star Rating from its historical 4 Stars to 3.5 Stars, compared to Clover's other members within Georgia, or its other markets nationwide, such as New Jersey, Pennsylvania (metro Philadelphia), Texas (metro San Antonio), and South Carolina (in and around Charleston). This is so for the simple reason that a 3.5 Star Rating will make it financially infeasible to provide services at the same level to residents in this District, if at all.

13. Clover's ability to maintain operations in a given region depends on Clover being able to recover its costs. Clover cannot lose money in a given region indefinitely.

14. While the Southern District of Georgia is impacted by a disproportionate share of members with serious and chronic conditions, compared to Clover's other markets, Congress has not provided funding to bridge that difference.

15. Given the chronic disease burden and costs of maintaining coverage in this District, this places the Southern District at the outer limits of where Clover can *currently* maintain its plan, even at a 4-Star Rating.

16. At a 3.5-Star Rating, and the loss of millions of dollars associated with thousands of members within this District, there is no possibility that Clover will be able to maintain its existing operations within the District.

17. Clover may need to severely curtail its benefits within the District, which are funded by, and made possible by, Clover's historical 4-Star Rating and resultant quality bonus payments and rebates.

18. Worse still (and by contrast to its operations in other States) Clover may need to eliminate its operations within some or all of the counties within the Southern District of Georgia because it may be financially infeasible to serve them.

19. In addition to the obvious negative impacts on members from the disruption in their healthcare coverage, and the need to shop for different coverage, there is no comparable plan to Clover providing locally-entrenched high-quality and diverse healthcare services.

20. Within this District, all of Clover's competitors are large national insurers—*i.e.*, the largest, national insurance chains or large insurance companies operating in most states. Clover is one of the only (if not the only) regional, community-entrenched/community-focused Medicare Advantage plans in the region.

21. A community-focused or community-entrenched Medicare Advantage plan is a

private insurance option designed specifically for the unique health and social needs of a local population. Unlike “one-size-fits-all” plans, these programs are often managed by regional non-profit insurers or physician groups that have a deep history in the community.

22. These plans offer tailored supplemental benefits, such as transportation to medical visits, home-delivered meals, or fitness memberships at local centers like the YMCA.

23. These plans also frequently use an interdisciplinary team (doctors, nurses, and counselors) to coordinate both medical and socio-economic support for members.

24. Such plans are often designed to improve access in underserved areas by partnering with local rural hospitals and clinics.

25. Clover is the only such plan in the Southern District of Georgia. Clover’s presence in this District is in line with a core part of our mission, which is serving seniors in historically overlooked and vulnerable areas. And we are well suited to the task, as we leverage cutting edge technologies and industry-leading data access to identify and care for community members who struggle with chronic disease, social barriers, or other health challenges.

26. We also offer one-on-one visits for frail, homebound, or otherwise vulnerable members, a service not typically offered by other plans in the region.

27. Critically, we also offer broad networks of providers, including local, independent, single-doctor practices. This allows residents to access the providers and hospitals of their choice, without traveling across rural Georgia to the next town or city to find an in-network facility as with competitors’ “skinny” plans, which provide more-limited networks of providers and fewer benefits.

28. These “skinny” national plans’ networks in this District are only getting skinnier as competing plans retreat from the Southern District of Georgia due to the well-recognized challenges in insuring the region’s comparatively high-risk population.

29. And our competitors have signaled that they will further compress benefits to maintain margins to satisfy earning-per-share targets.

30. Clover’s plan value comes in the form of \$0 premium/low-cost plans, supplemental benefits and preventive incentives (like the “Live Healthy” program), and broad provider access—all in excess of the competition.

31. Our plan’s overall value is dramatically higher than competitive plans within the Southern District of Georgia.

32. And within this market, Clover is the *only* plan to offer stable plan value (benefits/networks) in the region in recent years. Other plans are instead retrenching from the Southern District.

33. Reducing Clover’s Star Rating from 4 Stars to 3.5 Stars, and depriving Clover of millions of dollars in payments that Congress assigned to beneficiaries in the District, would further destabilize benefit options for beneficiaries in the context of a market that has already heavily declined over the last few years.

34. Clover serves many thousands of members within the Southern District of Georgia, representing an over four-times expansion since 2020, reflecting that Clover is *in fact* providing greater benefits compared to its competitors.

35. For example, over 4% of members within the District are enrolled in a high touch disease management program like Clover In-Home Care, which is a home-based primary care

program offered by Clover Health for members with complex, serious, or life-limiting medical conditions.

36. While other plans are cutting their benefits in Georgia, Clover has increased or improved its own. In other words, if Clover cuts its benefits or leaves Georgia, beneficiaries likely have no better options to turn to.

37. While our business strategy and our preference would be to continue expanding within the Southern District of Georgia, a 3.5-Star Rating makes this financially infeasible. And as explained, this infeasibility is specific to this District, and arises from Congress’s chosen funding structure and the higher costs of providing healthcare in this District.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed at: Louisville, Kentucky

City, State

March 24, 2026

Signed by:
Clay Thornton
11F22A26574F40A...

Clay Thornton

Exhibit 1



**GEORGIA
CORPORATIONS DIVISION**

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name: **CLOVER INSURANCE COMPANY** Control Number: **J651904**
 Business Type: **Foreign Insurance Company** Business Status: **Active/Compliance**
 Business Purpose: **NONE**
 Principal Office Address: **960 Blue Gentian Road, Eagan, MN, 55121, USA** Date of Formation / Registration Date: **6/12/1986**
 Jurisdiction: **New Jersey** Last Annual Registration Year: **2026**

REGISTERED AGENT INFORMATION

Registered Agent Name: **C T Corporation System**
 Physical Address: **289 S Culver St, Lawrenceville, GA, 30046-4805, USA**
 County: **Gwinnett**

OFFICER INFORMATION

Name	Title	Business Address
Joseph Wagner	CFO	960 Blue Gentian Road, Eagan, MN, 55121, USA
Rachel Fish	Secretary	960 Blue Gentian Road, Eagan, MN, 55121, USA
Vivek Garipalli	CEO	960 Blue Gentian Road, Eagan, MN, 55121, USA

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