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11 *Attorneys for Plaintiff*

12 **IN THE UNITED STATES DISTRICT COURT**
13 **FOR THE DISTRICT OF ARIZONA**

14 Arizona Physicians IPA, Inc. d/b/a
UnitedHealthcare Community Plan of
15 Arizona,

16 Plaintiff,

17 v.

18 IAS Arizona PLLC,

19 Defendant.

No. 2:26-cv-00667-KML

**PLAINTIFF ARIZONA PHYSICIANS
IPA, INC.’S RESPONSE TO
DEFENDANT IAS ARIZONA PLLC’S
NOTICE OF SUPPLEMENTAL
AUTHORITY IN SUPPORT OF ITS
MOTION TO DISMISS**

20
21 Plaintiff Arizona Physicians IPA, Inc. d/b/a UnitedHealthcare Community Plan of
22 Arizona (“United”) responds to Defendant IAS Arizona PLLC’s (“IAS”) *Notice of*
23 *Supplemental Authority in Support of Its Motion to Dismiss* (Dkt No. 17). IAS overstates
24 the reach of *UnitedHealthcare of Pennsylvania, Inc. v. NorthStar Anesthesia of*
25 *Pennsylvania, LLC*, No. 2:25-cv-07187-MAK, 2026 WL 1145885 (E.D. Pa. Apr. 28,
26 2026). *NorthStar* turned on a threshold premise absent here: “Everyone agree[d]” that the
27 patient’s Medicaid claim was not eligible for the Independent Dispute Resolution (“IDR”)
28 process under the No Surprises Act (“NSA”). *Id.* at *8. *NorthStar* also conceded that it

1 “should not have disputed the charge,” and that the NSA does not apply to Medicaid
2 patients. *Id.* at *3.

3 The record in this case is materially different. IAS has not conceded that the claim
4 submitted to IDR was ineligible; to the contrary, IAS characterizes the claim at issue as
5 “allegedly ineligible.” Mot. to Dismiss (Dkt No. 11) at 3. That factual distinction is legally
6 significant. Under *Grable*, federal jurisdiction exists where federal law is a necessary
7 element of the claim for relief. Opp. to Mot. to Dismiss (Docket No. 13) at 7-8 (quoting
8 *Cty. of San Mateo v. Chevron Corp.*, 32 F.4th 733, 746 (9th Cir. 2022)). *NorthStar* did not
9 hold that any fraud claim involving an IDR eligibility attestation necessarily fails *Grable*.
10 Rather, the court’s analysis hinged on the fact that, once ineligibility was conceded, the
11 court did not need to further interpret the NSA. As that analysis does not address the
12 specific jurisdictional issues here, this Court cannot resolve IAS’s Motion on the same
13 premise that steered *NorthStar*.

14 Further, United respectfully disagrees with *NorthStar*’s jurisdictional analysis and
15 preserves its position that federal jurisdiction exists even when a defendant concedes
16 ineligibility. Finally, *NorthStar* is a nonbinding decision from the Eastern District of
17 Pennsylvania applying Third Circuit law.

18
19 DATED this 20th day of May, 2026.

20 LATHAM & WATKINS LLP

21 By: /s/ William J. Trach

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