

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF KENTUCKY**

UNITED HEALTHCARE SERVICES, INC.,

Plaintiff,

vs.

CONCORD COMPANY OF TENNESSEE,
PLLC,

Defendant.

Case No. 4:26-cv-00060-DJH

**ORAL ARGUMENT
REQUESTED**

**UNITED HEALTHCARE SERVICES, INC.'S [PROPOSED] SURREPLY IN FURTHER
OPPOSITION TO CONCORD COMPANY OF TENNESSEE, PLLC'S MOTION TO
DISMISS**

Concord raises entirely new arguments on reply regarding subject-matter jurisdiction, asserting for the first time that the rule in *Grable & Sons Metal Products, Inc. v. Darue Engineering & Manufacturing*, 545 U.S. 308, 314 (2005), does not support this Court’s jurisdiction over the present claims.¹ Dkt. No. 35 (“Reply”) at 8-14. In support of its misguided jurisdictional arguments, Concord relies on *UnitedHealthcare of Pennsylvania, Inc. v. NorthStar Anesthesia of Pennsylvania, LLC*, 2026 WL 1145885 (E.D. Pa. Apr. 28, 2026), a recently issued, non-binding decision in which a court ruled against United in a matter involving a different medical provider and a different medical claim. Reply at 11-14.

Concord overstates the holding in *NorthStar*, which turned on a threshold premise absent here: “Everyone agree[d]” that the patient’s Medicaid claim was not eligible for the Independent Dispute Resolution (“IDR”) process under the No Surprises Act (“NSA”). 2026 WL 1145885, at *8. NorthStar also conceded that it “should not have disputed the charge,” and that the NSA does not apply to Medicaid patients. *Id.* at *3.

The record in this case is materially different. Concord has not conceded that the claim submitted to IDR was ineligible. Indeed, one of Concord’s central arguments expressly questions the eligibility of the claim, as Concord focuses on whether the documentation United submitted can be read to prove ineligibility. Reply at 4 (“United also apparently believes that once it ‘attests’ to a claim being a Medicare claim, the matter is decided and its word must be taken to be proven fact—even if the ‘documentation’ it submits does not support that contention.”). That factual distinction is legally significant. Under *Grable*, federal jurisdiction exists where federal law is a necessary element of the claim for relief. 545 U.S. at 314. *NorthStar* did not hold that any fraud

¹ Capitalized terms used but not defined herein have the meanings ascribed to them in *United Healthcare Services, Inc.’s Opposition to Concord Company of Tennessee, PLLC’s Motion to Dismiss* (“Opp.”) [Dkt. No. 34].

claim involving an IDR eligibility attestation necessarily fails *Grable*. Instead, the court's analysis hinged on the fact that, once ineligibility was conceded, the court did not need to further interpret the NSA. Because Concord persists in disputing the eligibility of the claim under the NSA, this Court cannot resolve Concord's Motion on the same premise that steered *NorthStar*.

Further, United respectfully disagrees with *NorthStar*'s jurisdictional analysis and preserves its position that federal jurisdiction exists even when a defendant concedes ineligibility. Finally, *NorthStar* is a non-binding decision from the Eastern District of Pennsylvania applying Third Circuit law.

Dated: May 26, 2026

Respectfully submitted:

/s/ William J. Trach

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