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IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF HAWAI'I

UNITEDHEALTHCARE INSURANCE COMPANY, Plaintiff, v. MAUI MEMORIAL EMERGENCY MEDICAL ASSOCIATES, INC. Defendant.	Case No. 1:26-cv-00040-WRP **DEFENDANT MAUI MEMORIAL EMERGENCY MEDICAL ASSOCIATES, INC.'S REPLY TO PLAINTIFF'S OPPOSITION TO MOTION TO DISMISS COMPLAINT, FILED JANUARY 30, 2025 [ECF NO. 1]; CERTIFICATE OF WORD COUNT; CERTIFICATE OF SERVICE**

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I. INTRODUCTION.

Plaintiff UnitedHealthcare Insurance Company ("United") asks this Court to overstep its authority by intervening in the No Surprises Act's ("NSA") Independent Dispute Resolution ("IDR") process. Predicated on a single state-law fraud claim involving a $3,000 arbitration award, United demands that the Court act as both an appellate tribunal to review certified IDR Entity ("IDRE") eligibility decisions and a prospective enforcement officer to police party attestations. This sweeping request ignores the explicit statutory design and policy preferences established by Congress for resolving out-of-network payment disputes.

Resolving Defendant Maui Memorial Emergency Medical Associates, Inc.'s ("MMEMA") Motion to Dismiss is not difficult. Four district courts and counting—including one of this Court's sister district courts in the Ninth Circuit—have correctly dismissed these copycat cases in their entireties, *including a case filed by United's Pennsylvania affiliate*. *See* MMEMA's Notice of Supplemental Authority ("Notice"), Ex. 4 (Order, Dkt. No. 64, *Blue Cross Blue Shield of Tex. v. HaloMD, LLC*, No. 5:25-cv-00132-RWS (E.D. Tex. May 22, 2026)); Notice, Ex. 2 (Order, Dtk. No. 105, *Aetna Health Inc. v. Radiology Partners, Inc.*, No. 3:24-cv-01343-BJD-LLL (M.D. Fla. Apr. 16, 2026)); *see also generally* Notice, Ex. 3 (*UnitedHealthcare of Penn., Inc. v. Northstar Anesthesia of Penn., LLC*, No. 25-7187, 2026 WL 1145885 (E.D. Penn. Apr. 28, 2026)); Notice, Ex. 1 (*Anthem Blue*

Cross Life & Health Ins. Co. v. HaloMD LLC, No. 8:25-cv-01467-KES, 2026 WL 982629 (C.D. Cal. Apr. 9, 2026)).[1] This Court should do likewise. Congress deliberately channeled these disputes away from courts and into a fast, binding arbitral forum. A losing party can only escape an award by moving for vacatur under the Federal Arbitration Act ("FAA"). *See* 42 U.S.C. § 300gg-111(c)(5)(E)(i)(II) (cross-referencing 9 U.S.C. § 10(a)(1)–(4)). United did not seek FAA vacatur and expressly disclaims doing so in its Opposition ("Opp.").

United's Complaint is independently defective. A state-law fraud claim does not create federal question jurisdiction. *Noerr-Pennington* immunity bars the claim, and United fails to plead fraud with particularity under Rule 9(b), including any reliance or recoverable damages. Without a viable claim, its requests for declaratory and injunctive relief also fail.

This action should be dismissed with prejudice. United cannot cure these defects by amendment. Its remedy lies with Congress or the agencies implementing the NSA—not this Court.

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[1] Although non-binding, these nationwide rulings are highly persuasive. United's Opposition attempts to distinguish them, Opp. 12–13, Dkt. No. 35, but the NSA's text remains uniform. Regardless of specific facts, all cases hinge on whether items submitted to IDR were ineligible.

II. THIS COURT LACKS SUBJECT-MATTER JURISDICTION.

"Federal courts are courts of limited jurisdiction. They possess only that power authorized by Constitution and statute, which is not to be expanded by judicial decree." *Kokkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375, 377 (1994) (internal citations omitted). United's Opposition is misplaced because this Court may not entertain this action for two independent reasons. This case is barred by the plain language of the NSA itself, and the Complaint further fails under the well-pleaded complaint rule.

A. The NSA's text forecloses this action.

Congress's deliberate framework for resolving out-of-network payment disputes largely shuts the courthouse door. Under the NSA, the result of an IDR proceeding is statutorily "binding" and "shall not be subject to judicial review," except where there are circumstances justifying vacatur under the FAA. 42 U.S.C. § 300gg-111(c)(5)(E)(i)(I)–(II). For that reason, the Fifth Circuit recently ruled that the NSA "expressly *bars* judicial review of IDR awards" except to provide vacatur relief under the FAA. *See Guardian Flight, L.L.C. v. Health Care Serv. Corp.*, 140 F.4th 271, 275 (5th Cir. 2025) ("*Guardian Flight I*") (emphasis in original), *cert. denied*, 223 L.Ed.2d 509 (2026); *accord Guardian Flight, L.L.C. v. Med. Evaluators* *of Tex. ASO, LLC*, 140 F.4th 613, 620 (5th Cir. 2025) ("*Guardian Flight II*") (applying *Guardian Flight I*).[2]

The Supreme Court and several circuits treat modification, correction, and vacatur of an arbitration award as the exclusive remedies under the FAA for challenging an allegedly tainted arbitration proceeding. *See Hall Street Assocs., L.L.C. v. Mattel, Inc.*, 552 U.S. 576, 581–84 (2008); *see also Bachman Sunny Hill Fruit Farms, Inc. v. Prod. Agric. Ins. Co.*, 57 F.4th 536, 541 (6th Cir. 2023); *Tex. Brine Co., L.L.C. v. Am. Arb. Ass'n, Inc.*, 955 F.3d 482, 487–90 (5th Cir. 2020); *Ibarzabal v. Morgan Stanley DW, Inc.*, 333 F. App'x 605, 606 (2d Cir. 2009). Under the borrowed-statute rule, this Court should hold that, by incorporating the FAA's vacatur provisions and judicial constructions thereof into the NSA, Congress intended to limit federal subject-matter jurisdiction over IDR awards and proceedings to circumstances justifying vacatur under the FAA, and only then where vacatur is actually sought. *See Molzof v. U.S.*, 502 U.S. 301, 307–08 (1992); *see also Bachman Sunny Hill Fruit Farms*, 57 F.4th at 541 ("Congress has not changed the relevant parts of the FAA since our holdings in *Decker* and *Corey*, suggesting that the FAA's status as 'the exclusive remedy' for challenging arbitration awards is

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[2] Although Fifth Circuit precedent also does not bind this Court, it is the only appellate court in the country to have ruled on the availability of judicial review under the NSA.

unchanged as well."); *cf. United States v. Aguon*, 851 F.2d 1158, 1164 (9th Cir. 1988) ("It is a well-established principle of statutory construction that when one jurisdiction adopts the statute of another jurisdiction as its own, there is a presumption that the construction placed upon the borrowed statute by the courts of the original jurisdiction is adopted along with the statute and treated as incorporated therein."). This Court respectfully should not second-guess Congress's decision *not* to vest it with jurisdiction here.

Other district courts' recent dismissals of complaints also based on allegations that health care services providers committed fraud when they allegedly falsely attested that items claims were eligible for IDR illustrate the point. *See generally* Notice, Ex. 1, *Anthem Blue Cross Life & Health Ins. Co. v. HaloMD, LLC*, No. 8:25-cv-01467-KES, 2026 WL 982629 (C.D. Calif. Apr. 9, 2026); *see also generally* Notice, Ex. 2, Order, Dkt. No. 105, *Aetna Health Inc. v. Radiology Partners, Inc.*, No. 3:24-cv-01343-BJD-LLL (M.D. Fla. Apr. 16, 2026). In *Anthem*, the court held that the NSA precludes judicial review of fraud claims based on false IDR eligibility attestations, explicitly labeling such claims as impermissible "end runs around the NSA's limits on judicial review." 2026 WL 982629, at *4, 10, Notice, Ex. 1. The court reasoned that, because the insurer contested eligibility before the IDRE, the insurer could not establish the reliance necessary to sustain a fraud claim. *Id.* at *8.

Reviewing these claims would improperly force the Court to second-guess the IDRE's final determination. *Id.* at *9–10.

Similarly, in *Aetna Health*, the court dismissed a nearly identical fraud complaint. Order at 10, Notice, Ex. 2. It held that allowing an insurer to litigate eligibility under the guise of common-law fraud "would have the same effect as discarding the administrative process established by Congress." *Id.* at 9. It further denied the insurer's requests for preemptive declaratory and injunctive relief, noting that courts are not empowered to conduct a preliminary review of claims. *Id.* at 9–10.

United brushes off *Anthem* and *Aetna Health* on the grounds that the causes of action asserted there are different from the cause of action asserted here. This is nonsensical. United's labels do not control; the substance of the Complaint does. *See, e.g.*, *Shores v. Hayashi*, No. 22-00520 JAO-WRP, 2023 WL 4744978, at *2–3 (D. Haw. July 25, 2023). Across all these NSA actions—including this one—health plans identically allege that providers used false IDR eligibility attestations to secure improper arbitration awards. Because the underlying statutory text and core legal theories are indistinguishable, these commonalities compel the same result: dismissal with prejudice.

United attempts but fails to sidestep this intentional jurisdiction-stripping in three ways. First, it contends that "[a] claim that was never subject to the NSA cannot be subject to the NSA's limitations on judicial review." Opp. at 13, Dkt. No. 35. But this begs the question by assuming the ultimate issue in dispute.

Second, United argues that the NSA's intentionally narrow judicial review "extends only to *payment* determinations," *i.e.*, not to IDREs' eligibility determinations. *Id.* at 15–16. However, as Judge Schroeder in the Eastern District of Texas explained on the same day United filed its Opposition, an IDRE's payment determination necessarily entails the IDRE's included eligibility determination, precisely because the NSA's text says so. *See* Order at 6, Notice, Ex. 4. Before making a payment determination, IDREs must first resolve threshold eligibility issues like timing and fee compliance. Neither the NSA nor its regulations bifurcate IDRE functions into reviewable and unreviewable parts. Because eligibility is a mandatory gateway determination in every proceeding, treating it as severable improperly asks this Court to rewrite the NSA and render its judicial review limitations meaningless. While multiple federal courts have held that the NSA expressly limits judicial review to the grounds for vacatur provided in 9 U.S.C. §§ 10(a)(1)-(4), *no* federal court has held that a disputing party is entitled to judicial review of eligibility determinations. *See*, *e.g.*, *Reach Air Med. Servs. LLC v. Kaiser Found. Health Plan Inc.*, 160 F.4th 1110, 1117, 1124 (11th Cir. 2025) (affirming the trial court's holding that "judicial review of IDR awards is limited to the grounds available under the FAA . . . and cannot be expanded to include circumstances where facts may be misrepresented to the IDR arbitrator").

Third, United claims it is challenging MMEMA's pre-IDR conduct, not seeking judicial review of the ultimate payment determination. Opp. at 15–16, Dkt. No. 35.[3] Again, this Court looks beyond a plaintiff's labels to the substance of a complaint to determine what is being asserted. *See Shores*, 2023 WL 4744978, at *2–3. United seeks a declaration "that Defendant's conduct in initiating NSA IDR for an ineligible claim was unlawful and fraudulent," a declaration without which "United could be required to pay the award determined by the IDRE for an ineligible claim which never should have been submitted through the NSA IDR process in the first instance." Compl. ¶¶ 99–100, Dkt. No. 1. Using a fraud claim to evade paying the IDR award is an impermissible collateral attack on the award itself, as United suffered no damages until the IDRE issued its payment determination. This challenge is barred by both the NSA's limitation on judicial review and the collateral-attack doctrine. *See* 42 U.S.C. § 300gg-111(c)(5)(E)(i)(II); *see also Sander v. Weyerhaeuser Co.*, 966 F.2d 501, 502–03 (9th Cir. 1992); *Nickoloff v.*

[3] United also avers that it "is not seeking vacatur of the IDRE's determination." Opp. at 16, Dkt. No. 35; *see also id.* at 8, 13. In other words, United expressly and repeatedly disavows arguably the *only* way it could properly bring this case before this Court under the NSA's express terms: vacatur under the FAA. The Court should hold United to its word.

Wolpoff & Abramson, L.L.P., 511 F. Supp. 2d 1043, 1044–45 (C.D. Cal. 2007). The Court can and should dismiss this action in its entirety with prejudice on these bases alone.

B. United does not satisfy the well-pleaded complaint rule.

That the NSA defines IDR eligibility does not mean this state-law fraud claim raises a federal question. United argues the Court must resolve (1) whether the claim was IDR-eligible and (2) whether a false attestation constitutes fraud. Opp. at 7, Dkt. No. 35. The first is not an element of fraud, and the second is purely a question of state law. Either way, United loses.

Under Hawai'i law, fraud requires false representation, knowledge, intent to induce reliance, and actual reliance. *Shoppe v. Gucci Am., Inc.*, 14 P.3d 1049, 1067 (Haw. 2000). The IDR process is merely the factual backdrop; it is not "an element . . . of the plaintiff's cause of action." *Cal. Shock Trauma Air Rescue v. State Comp. Ins. Fund*, 636 F.3d 538, 541 (9th Cir. 2011). Thus, the claim does not "necessarily raise" a federal issue and falls outside the "special and small category" identified in *Empire Healthchoice Assurance, Inc. v. McVeigh*, 547 U.S. 677 (2006), that sometimes, if rarely, permits a district court to exercise federal-question jurisdiction over a state-law cause of action. *See Gunn v. Minton*, 568 U.S. 251, 258 (2013) (quoting *Empire Healthchoice*, 547 U.S. at 699); *see also Grable & Sons Metal Prods., Inc. v. Darue Eng'g & Mfg.*, 545 U.S. 308, 313–14 (2005); *Columbus*

Emergency Grp., LLC v. Blue Cross & Blue Shield of N.C., No. 7:23-cv-1601-FL, 2024 WL 1342764, at *2 (E.D.N.C. Mar. 29, 2024).[4] That ends the federal-question jurisdiction inquiry.

The Complaint also presents no "substantial" question of federal law. Substantiality turns on the importance of the issue "to the federal system as a whole." *Gunn*, 568 U.S. at 260. A common-law tort claim like United's requires a fact-specific analysis, which federal courts have rejected as presenting a substantial question of federal law. *City of Oakland v. BP PLC*, 969 F.3d 895, 907 (9th Cir. 2020); *see also Merrell Dow Pharms. Inc. v. Thompson*, 478 U.S. 804, 814 (1986) (holding that "the presence of the federal issue as an element of the state tort is not the kind of adjudication for which jurisdiction would serve congressional purposes and the federal system"). United's allegations about one allegedly ineligible IDR submission do not rise to the level of "substantial."

Exercising jurisdiction would also disrupt the federal-state balance by converting routine state-law claims into federal cases whenever they arise in a

[4] There is also no federal issue that was disputed within the meaning of *Gunn*. The parties agree that D-SNP claims are legally ineligible for IDR. See 42 U.S.C. § 300gg-111(c)(1)(A)–(B). Rather than raising a statutory dispute, the Complaint merely alleges that MMEMA and the IDRE "should have known" the claim's status. Compl. ¶¶ 56, 60–62, 65, 79, Dkt. No. 1. What a party constructively should have known has no bearing on whether its attestation was made with actual knowledge of falsity.

federal regulatory setting. *Grable*, 545 U.S. at 313–14. The Court should "veto" federal jurisdiction and dismiss for lack of subject-matter jurisdiction. *See id.* at 313.

United's second theory fares no better. It disclaims any request for FAA vacatur. Opp. at 8, 13, 16, Dkt. No. 35. Under the plain language of the NSA, the fraud exception to the judicial review limitation is only triggered where a party seeks vacatur under the FAA. *See* 42 U.S.C. § 300gg-111(c)(5)(E)(i)(II). Because United is not seeking vacatur, no interpretation of the NSA is required here.

Finally, United's effort to distinguish *Billing v. Premera Blue Cross*, No. 2:25-cv-442-JNW, 2025 WL 2921909 (W.D. Wash. Oct. 15, 2025), and *Columbus Emergency Grp.* fails. United argues those cases are distinguishable because the insurers there raised federal defenses to efforts to confirm IDR awards, whereas United raises federal issues here affirmatively. Opp. at 8, Dkt. No. 35. But that is a distinction without a difference. The holdings in *Billing* and *Columbus* do not turn on which party brings suit. In *Billing*, the court held that an insurer's challenges to IDR awards do not satisfy the well-pleaded complaint rule because they are not elements of the underlying state-law claim. 2025 WL 2921909, at *3. Likewise, *Columbus* rejected the insurer's argument as improperly conflating the facts of the IDR process with the elements of the claims. 2024 WL 1342764, at *3.

United does the same here. As in *Billing*, although the Complaint describes the parties' participation in the NSA's IDR process, "it does not invoke the NSA as the basis for relief." 2025 WL 2921909, at *3. Because the elements of United's claim do not require interpreting federal law, jurisdiction does not exist.

III. EVEN IF JURISDICTION EXISTED—IT DOES NOT—UNITED CANNOT SURMOUNT *NOERR-PENNINGTON* IMMUNITY.

Both of United's arguments against *Noerr-Pennington* fail. First, United argues that IDREs are private actors, so there is no petitioning immunity. Opp. at 16–17, Dkt. No. 35. But IDREs are not merely connected to federal law—they are expressly vested with federal authority. *See* 42 U.S.C. § 300gg-111(c)(4)(F) ("An entity selected pursuant to the previous sentence *to make a determination described in such sentence* shall be referred to in this subsection as the 'certified IDR entity' with respect to such determination." (emphasis added)); *see also id.* § 300gg-111(c)(5)(A), (C)–(D) (describing the IDREs' duties). Moreover, United expressly alleges that MMEMA petitioned "the U.S. Department of Health & Human Services ('HHS')," which United cannot reasonably argue is not the government. Compl. ¶ 4, Dkt. No. 1. Similarly, United further alleges that CMS is "the federal agency that is primarily charged with administering the IDR process." *Id.* ¶ 51. United cannot have it both ways.

Second, the "sham" exception does not apply. It is objective and foreclosed where the petitioner prevails, as success establishes the proceeding was not objectively baseless. *B&G Foods N. Am., Inc. v. Embry*, 29 F.4th 527, 538–39 (9th Cir. 2022) (quoting *Pro. Real Est. Invs., Inc. v. Columbia Pictures Indus., Inc.*, 508

U.S. 49, 60 (1993)). There is also no "sham" where the challenged litigation was not undertaken "for the purpose of injuring a market rival." *See id.* at 539 (quoting *USS-POSCO Indus. v. Contra Costa Cnty. Bldg. & Constr. Trades Council, AFL-CIO*, 31 F.3d 800, 811 (9th Cir. 1994)). United alleges MMEMA prevailed in the IDR, defeating any claim of sham petitioning. Nor does United allege it is a market rival, an independent basis to reject the "sham" exception. *Id.* Allegations of misrepresentation alone do not suffice. Accordingly, *Noerr-Pennington* bars the claim, and dismissal with prejudice is warranted.

IV. UNITED FAILED TO STATE A CLAIM FOR COMMON LAW FRAUD UNDER HAWAI'I LAW.

Even if jurisdiction exists, United's Complaint fails to state a fraud claim under Hawai'i law. United's Opposition confirms that its theory stretches common-law elements beyond recognition by substituting a third party's reliance for its own and repackaging mandatory arbitration fees as damages.

First, United does not satisfy Rule 9(b). It concedes that HaloMD—not MMEMA—submitted the claim and attestation, relying instead on a single theory: HaloMD acted as MMEMA's agent. Opp. at 19–20, Dkt. No. 35. But even accepting the agency theory at face value, United must plead "the who, what, when, where, and how" of the fraud with particularity. *Vess v. Ciba-Geigy Corp. USA*, 317 F.3d 1097, 1106 (9th Cir. 2003). It does not. The Complaint alleges no facts showing that any MMEMA employee reviewed the claim, directed the submission, or participated in the attestation, relying instead on conclusory assertions of knowledge or recklessness. Compl. ¶ 110, Dkt. No. 1. Merely labeling HaloMD an "agent" does not satisfy Rule 9(b). *See Cruz v. Dollar Tree Stores, Inc.*, No. 07-2050 SC, 2007 WL 2729214, at *4 (N.D. Cal. Sept. 18, 2007).

Second, United fails to plead reliance. Its own allegations show it never relied on the attestation: United admits that it immediately contested eligibility with the IDRE and subsequently reiterated to the IDRE that the claim was "not eligible" for IDR because the patient was enrolled in a Medicaid plan. Compl. ¶¶ 72, 74, Dkt. No. 1. United does not credibly allege that it relied on the attestation. *See Giuliani v. Chuck*, 620 P.2d 733, 738 (Haw. Ct. App. 1980). Its theory—that the attestation "forced" it into IDR—improperly substitutes coercion for reliance, which requires actual reliance on a misrepresentation. *See Shoppe*, 14 P.3d at 1067. Being compelled to participate in IDR is not the same as relying on a false statement. United's attempt to distinguish *Borecki v. Safeguard Security & Commc'ns, Inc.*, No. CV-11-1983-PHX-GMS, 2012 WL 1343952 (D. Ariz. Apr. 18, 2012), is unavailing. In *Borecki*, the court dismissed a fraud claim where the plaintiff alleged that a third-party ALJ's reliance satisfied the reliance element of fraud, holding that "[e]ven if true, these facts would not state a claim for fraud." *Id.* at *2–3. United's theory is functionally identical: United claims the IDRE's reliance on MMEMA's attestation somehow "forced" United to rely as well. Compl. ¶ 111, Dkt. No. 1. Consequently, United fails to plausibly allege the necessary element of reliance.

Finally, United lacks any actionable claim for damages. United admits it has not paid the IDR award and instead invokes mandatory regulatory fees—specifically a $115 administrative fee and an unspecified IDRE fee—as its sole measure of out-of-pocket harm. Compl. ¶ 110, Dkt. No. 1; Opp. at 24–25, Dkt. No. 35. But those fees were incurred due to statutory requirements, not in reliance on any misrepresentation. *Hawai'i's Thousand Friends v. Anderson*, 768 P.2d 1293, 1301 (Haw. 1989) (noting that, to establish fraud, a plaintiff must demonstrate its injury resulted from its reliance on a misrepresentation). United paid the IDR fees because it was legally compelled by the NSA regulatory scheme, not because it was deceived by MMEMA. Compl. ¶ 86, Dkt. No. 1.

United's reliance on *Zanakis-Pico v. Cutter Dodge, Inc.*, 47 P.3d 1222 (Haw. 2002), is misplaced. Opp. at 24–25, Dkt. No. 35. In *Zanakis-Pico*, plaintiffs unwittingly spent money based on a misrepresentation—unlike here, where United paid required fees in a mandated process. *Id.* at 1234. United did not lose money because it was misled. It participated in a mandatory administrative forum and paid fees required by that process. Accordingly, United fails to plead fraud.

V. THE IDRE IS AN INDISPENSABLE PARTY THAT CANNOT BE JOINED.

United's request that the Court declare that "IDREs have no authority or jurisdiction over [D-SNP] claims under the NSA," Compl. ¶ 101, Dkt. No 1, underscores a fundamental defect: it seeks relief against nonparties. United asks the Court to adjudicate and enjoin the powers of IDREs, which are not before the Court and cannot defend themselves. That omission is unsurprising—IDREs enjoy arbitral immunity. See Haw. Rev. Stat. § 658A-14; *see also Guardian Flight II*, 140 F.4th at 622–23. Granting the requested relief would impair those absent parties' interests and risk inconsistent obligations. Because United seeks to bind immune, non-joined parties, the action must be dismissed.

VI. LEAVE TO AMEND WOULD BE FUTILE AND SHOULD NOT BE GRANTED.

Even if United could cure its failure to plead the "who, what, when, where, and how" of fraud, amendment would be futile. It concedes it did not rely on the attestation and cannot allege damages—fatal defects no repleading can fix.

VII. CONCLUSION

For the foregoing reasons, MMEMA respectfully requests that the Court dismiss United's Complaint *with prejudice*.

DATED: Honolulu, Hawaiʻi, May 29, 2026.

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