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MAUI MEMORIAL EMERGENCY MEDICAL ASSOCIATES, INC.

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF HAWAII

UNITEDHEALTHCARE INSURANCE
COMPANY,

Plaintiff,

vs.

MAUI MEMORIAL EMERGENCY
MEDICAL ASSOCIATES, INC.

Defendant.

Case 1:26-cv-00040 WRP

**DEFENDANT MAUI MEMORIAL
EMERGENCY MEDICAL
ASSOCIATES, INC.'S MOTION TO
DISMISS COMPLAINT, FILED
JANUARY 30, 2026 [ECF NO. 1];
MEMORANDUM IN SUPPORT OF
ITS MOTION; CERTIFICATE OF
COMPLIANCE; CERTIFICATE OF
SERVICE**

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**DEFENDANT MAUI MEMORIAL EMERGENCY MEDICAL
ASSOCIATES, INC.'S MOTION TO DISMISS COMPLAINT,
FILED JANAURY 30, 2026 [ECF NO. 1]**

Defendant MAUI MEMORIAL EMEERGENCY MEDICAL ASSOCIATES, INC., by and through their undersigned attorneys, CASE LOMBARDI A LAW CORPORATION, moves to Dismiss the Complaint, filed January 30, 2026 [ECF No. 1].

This Motion is made pursuant to Rule 7 of the Federal Rules of Civil Procedure, the attached Memorandum in Support of Motion, and the records and files in this case.

DATED: Honolulu, Hawai'i, April 3, 2026.

/s/ Steven E. Tom
MICHAEL L. LAM
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Attorneys for Defendant
**MAUI MEMORIAL EMERGENCY
MEDICAL ASSOCIATES, INC.**

MEMORANDUM IN SUPPORT OF MOTION

I. INTRODUCTION

UnitedHealthcare Insurance Company (“United”) is unhappy with the system Congress established under the No Surprises Act (“NSA”), but rather than seeking to change this system through the appropriate channels, United is burdening this Court with a lawsuit that is barred by the very law it complains of. The Court should recognize this case for what it truly is: a transparent attempt by one of the wealthiest institutions in the world to bury those—like Maui Memorial Emergency Medical Associates Inc. (“MMEMA”)—that reveal its exploits and in doing so, challenge its power. However, United cannot manufacture claims or liability where neither exist.

Despite its complaints, however, United cannot sue Congress, the federal agencies responsible for implementing the NSA, or the independent dispute resolution entities (“IDREs”) responsible for deciding disputes under the NSA. Similarly, the NSA provides no private right of action against medical providers, like MMEMA, who utilize the NSA’s framework to resolve payment disputes. Instead, United sued MMEMA, based on just *one* insurance claim, under Hawai’i state law, and claims that there is federal question jurisdiction. There is none.

As a threshold matter, the Court lacks federal question subject-matter jurisdiction over this case. Federal law does not create the cause of action United asserted. United’s common law fraud claim does not fall within the “special and small” category of cases where a state law claim involves a significant federal

interest. *Gunn v. Minton*, 568 U.S. 251, 258 (2013). Allowing United’s state law claim to proceed in federal court would upend the well-established state-federal divide. This conclusion is not novel. The two other federal district courts presented with state law claims masquerading as lawsuits raising “questions under the NSA” (DKT. 1 at ¶ 9) have both dismissed those lawsuits for lack of subject-matter jurisdiction. *See Billing v. Premera Blue Cross*, 2025 WL 2921909, at *2 (W.D. Wash. Oct. 15, 2025); *Columbus Emerg. Group, LLC v. Blue Cross & Blue Shield of N. Carolina*, 2024 WL 1342764, at *2 (E.D.N.C. Mar. 29, 2024).

United also failed to state a claim upon which relief can be granted because it: (1) failed to comply with Rule 9(b)’s heightened pleading standard; (2) did not allege a misrepresentation of fact; (3) did not plead actual reliance; and (4) did not allege any damages. Further, if that is not enough, United failed to join an indispensable party (the IDRE) in its request for a declaratory judgment. This defect cannot be cured as IDREs enjoy arbitral immunity. Accordingly, the Court should dismiss United’s Complaint with prejudice.

II. RELEVANT FACTUAL BACKGROUND

MMEMA is a physician group composed of emergency physicians who staff the Emergency Room at Maui Memorial Medical Center, a Hawaii designated Level III Trauma Center and Primary Stroke Center. MMEMA also staffs the Emergency Room at Kula Hospital, providing life-saving services to the up-country population. Because MMEMA and United do not have a contract setting reimbursement rates

for MMEMA’s services, MMEMA is considered “out-of-network” with United. *See* Complaint, DKT. 1 at ¶ 13 (alleging that MMEMA is an out-of-network provider with United). Under the NSA, that means that if MMEMA disagrees with the reimbursement it receives from United, it can dispute its reimbursement under the NSA framework that Congress created. *See id.* at ¶¶ 43–45. The NSA’s framework generally consists of three steps: (1) open negotiations; (2) the independent dispute resolution (“IDR”) process; and (3) a binding payment determination from an IDRE. *See* 42 U.S.C. § 300gg-111(c).

United alleges that MMEMA committed fraud when disputing the reimbursement it received on just one claim under the NSA’s IDR process. Dkt. 1 at ¶ 4. United alleges that MMEMA—through its agent, HaloMD—fraudulently attested to an insurance claim’s eligibility for the IDR process because MMEMA should have known that the insured had a Medicaid plan. Yet United identifies only one claim in its boiler plate 43-page Complaint. *See* Dkt. 1.

Based on this one claim, United sued MMEMA for common law fraud under Hawai’i law and seeks an expansive declaratory judgment.

III. LEGAL STANDARD

A. Rule 12(b)(1)

“Federal courts are courts of limited jurisdiction,’ *Gunn*, 568 U.S. at 256, providing original jurisdiction only in “civil actions arising under the Constitution, laws, or treaties of the United States.” 28 U.S.C. § 1331. To determine whether a

claim “arises under” federal law, courts “must determine whether ‘a right or immunity created by the Constitution or laws of the United States must be an element, and an essential one, 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) (citations omitted). Courts determine whether a federal question exists based on the “well-pleaded complaint rule, which provides that federal jurisdiction exists only when a federal question is presented on the face of the plaintiff’s properly pleaded complaint.” *Nosie v. Ass’n of Flight Attendants--CWA, AFL-CIO*, 722 F. Supp. 2d 1181, 1193 (D. Haw. 2010) (citations omitted).

B. Rule 12(b)(6) and Rule 9(b)

Under Rule 12(b)(6), a claim must “contain sufficient factual matter, accepted as true, to ‘state a claim to relief that is plausible on its face.’” *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (citation omitted). A party must provide “more than labels and conclusions, and a formulaic recitation of the elements of a cause of action will not do.” *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 555 (2007) (cleaned up). Further, when a claim alleges fraud, “a party must state with particularity the circumstances constituting fraud[.]” FED. R. CIV. P. 9(b). A plaintiff must allege “the who, what, when, where, and how” of the alleged fraud to provide sufficient notice. *Vess v. Ciba-Geigy Corp. USA*, 317 F.3d 1097, 1106 (9th Cir. 2003).

C. Rule 12(b)(7)

Rule 12(b)(7) provides that an action may be dismissed for failure to join a

party under Rule 19. *Gemini Ins. Co. v. Clever Const., Inc.*, No. CV. 09-00290 DAE-BMK, 2009 WL 3378593, at *2 (D. Haw. Oct. 21, 2009). “The application of Rule 19 entails a practical two-step inquiry. First, a court must determine whether an absent party should be joined as a ‘necessary party’ under subsection (a). Second, if the court concludes that the nonparty is necessary and cannot be joined for practical or jurisdictional reasons, it must then determine under subsection (b) whether in ‘equity and good conscience’ the action should be dismissed because the nonparty is ‘indispensable.’” *Va. Sur. Co. v. Northrop Grumman Corp.*, 144 F.3d 1243, 1247 (9th Cir. 1998) (citations omitted). A non-party is necessary if a court cannot grant complete relief absent the party. FED. R. CIV. P. 19.

D. Rule 15

“It is true that leave to amend ‘shall be freely given when justice so requires,’ and this policy is to be applied with extreme liberality.” *Morongo Band of Mission Indians v. Rose*, 893 F.2d 1074, 1079 (9th Cir. 1990) (citations omitted)). Nonetheless, courts have discretion in granting leave to amend. *Id.* Denial of leave to amend is appropriate where amendment would be futile. *See Eminence Capital, LLC v. Aspeon, Inc.*, 316 F.3d 1048, 1051 (9th Cir. 2003) (citations omitted).

IV. ARGUMENT

United’s Complaint is filled with insurmountable issues. First, United filed a common law fraud and declaratory judgment claims against MEMMA, which do not present a substantial federal question. The Court accordingly lacks federal question

subject matter jurisdiction over this lawsuit. Second, the NSA does not have a private right of action. Third, the *Noerr-Pennington* doctrine bars United's claims because MEMMA's alleged conduct constitutes core petitioning activity. Fourth, United failed to meet Rule 9(b)'s heightened pleading standard for fraud claims. Finally, United failed to join an indispensable party in its request for a declaratory judgment against non-party IDREs, which cannot be cured as IDREs enjoy arbitral immunity. As a result, the Court should dismiss United's Complaint with prejudice.

A. The Court Lacks Federal Question Subject-Matter Jurisdiction.

United's common law fraud and declaratory judgment claims do not arise under federal law and therefore do not afford the Court with federal question jurisdiction. Further, this case does not contain a claim arising under state law poses a significant federal issue. *Gunn*, 568 U.S. at 258. Rather, this is the type of case that the Supreme Court warned of when stressing that federal courts must not "disturb the long-settled understanding that the mere presence of a federal issue in a state cause of action does not automatically confer federal-question jurisdiction." *Merrell Dow Pharm. Inc. v. Thompson*, 478 U.S. 804, 813 (1986).

A case generally "arises under" "federal law in two ways." *Gunn*, 568 U.S. at 257. First, "a case arises under federal law when federal law creates the cause of action asserted." *Id.* (citations omitted). Most cases fall in this first category. *Merrell Dow Pharm.*, 478 U.S. at 808. There is one other "special and small category of cases in which [federal question] jurisdiction still lies." *Gunn*, 568 U.S. at 258. A

case falls into this “rare exception” when the state law claim presents a “substantial federal issue.” *Id.*; see *Billing*, 2025 WL 2921909, at *2 (describing the “substantial federal issue” category as a “rare exception”). This narrow path for federal question jurisdiction “over a state law claim” applies when “the federal issue is: (1) necessarily raised; (2) actually disputed; (3) substantial; and (4) capable of resolution in federal court without disrupting the federal-state balance approved by Congress.” *Id.* (citing *Gunn*, 568 U.S. at 258, and *Merrill Lynch, Pierce, Fenner & Smith, Inc. v. Manning*, 578 U.S. 374, 382–83 (2016)). Federal question jurisdiction *only* exists under the second category if all four factors are established. *Gunn* at 258.

In sum, “a state-law claim will present a justiciable federal question only if it satisfies *both* the well-pleaded complaint rule and passes the ‘implicates significant federal issues’ test.” *Cal. Shock Trauma*, 636 F.3d at 542 (emphasis in original). “In either case, a ‘right or immunity created by the Constitution or laws of the United States must be an element, and an essential one, of the plaintiff’s cause of action.’” *Billing*, 2025 WL 2921909, at *2 (citing *Lake v. Ohana Mil. Comm., LLC*, 14 F.4th 993, 1007 (9th Cir. 2021) (quoting *Cal. Shock Trauma*, 636 F.3d at 541)). United cannot establish either path to invoke the Court’s federal question jurisdiction.

1. Federal law does not create United’s cause of action.

Federal law does not create United’s causes of action, thereby barring United from claiming the traditional path to establish federal question jurisdiction. United’s fraud claim is a creature of Hawai’i common law. See DKT. 1 at Count II.

Additionally, it is well-settled that the Declaratory Judgment Act “‘is procedural only’ and does not confer arising under jurisdiction.” *Cal. Shock Trauma*, 636 F.3d at 543 (quoting *Skelly Oil Co. v. Phillips Petroleum Co.*, 339 U.S. 667, 671 (1950)); *Morongo Band*, 858 F.2d at 1382 (same). Therefore, United cannot establish the traditional mechanism for federal question jurisdiction.

2. United cannot meet the well-pleaded complaint or *Gunn* factors.

The Court should find that the well-pleaded complaint rule and *Gunn* factors do not support federal jurisdiction here, just as two other federal district courts found when faced with state law claims similarly masquerading as federal issues under the NSA. *See Billing*, 2025 WL 2921909, at *2 (finding no federal question jurisdiction where the plaintiff sued under Washington’s Uniform Arbitration Act and asserted that its claims arose under the NSA); *Columbus Emerg.*, 2024 WL 1342764, at *2 (finding no federal question jurisdiction where the plaintiff sued under North Carolina common law for unjust enrichment and it’s Unfair and Deceptive Trade Practices Act and asserted that its claims arose under NSA).

a. Well-pleaded complaint rule.

The well-pleaded complaint rule does not support federal jurisdiction here. United’s Complaint “seeks damages and injunctive relief to enjoin Defendant from continuing to fraudulently submit false attestations and initiating the NSA IDR process for items or services that are not qualified for NSA IDR[.]” DKT. 1 at ¶ 116.

“Although the complaint details the Parties’ participation in the NSA’s IDR procedures, it does not invoke the NSA as the basis for relief.” *Billing*, 2025 WL 2921909, at *3. Nor could it. The NSA does not provide an express or implied private right of action. *See FHMC LLC v. Blue Cross & Blue Shield of Arizona Inc.*, No. CV-23-00876, 2024 WL 1461989, at *3 (D. Ariz. Apr. 4, 2024).

Nor does the Complaint allege facts that call the NSA’s “scope, validity, and authority” into dispute. *Billing*, 2025 WL 2921909, at *3–4. United’s claims do not “dispute[] the meaning of the NSA.” *Id.* at *4. United merely describes “the procedural elements of the NSA as the mechanism by which the [alleged fraud occurred].” *Id.* Thus, “the NSA is not a necessary element” for United’s causes of action. *Cal. Shock Trauma*, 636 F.3d at 541; *Billing* at *3 (finding that “whether the NSA applied, whether the IDREs had authority, [and/or] whether payment is required” did not qualify as elements of the plaintiff’s state law claims).

The elements of fraud under Hawai’i law are: (1) false representations made by the defendant; (2) with knowledge of their falsity (or without knowledge of their truth or falsity); (3) in contemplation of plaintiff’s reliance upon them; and (4) plaintiff’s detrimental reliance.” *Reyes v. HSBC Bank USA, Nat. Ass’n*, 135 Haw. 407, 353 P.3d 410 (Ct. App. 2015) (citations omitted). Hawai’i does not identify the mode of communication required for a false representation to be communicated – in other words a false representation could be made in person, over email, on a phone call, or in the NSA’s IDR portal. None of these hypotheticals, however, would affect

a single element of the claim because Hawai'i's common law is indifferent about the means by which a false representation is communicated – all that matters is that a false representation was communicated. *See Id.* Thus, United's common law fraud claim cannot satisfy the well-pleaded complaint rule because a federal question was not raised on the face of Plaintiff's complaint.

Likewise, United's request for a declaratory judgment does not provide the Court with federal question jurisdiction. To comply with the well-pleaded complaint rule where a claim is brought under the Declaratory Judgment Act, courts ask a counter-factual: if “the declaratory judgment defendant brought a coercive action to enforce its rights [against the declaratory judgment plaintiff] . . . would [that suit] necessarily present a federal question[?]” *Franchise Tax Bd. v. Constr. Laborers Vacation Tr.*, 463 U.S. 1, 19 (1983); *see also Medtronic, Inc. v. Mirowski Family Ventures, LLC*, 571 U.S. 191, 197 (2014); *Standard Ins. Co. v. Saklad*, 127 F.3d 1179, 1181 (9th Cir. 1997) (“In other words, in a sense we can reposition the parties in a declaratory relief action by asking whether we would have jurisdiction had the declaratory relief defendant been a plaintiff seeking a federal remedy.”).

Here, United seeks two declarations:

- (1) “Defendant’s conduct in initiating NSA IDR for an ineligible claim was unlawful and fraudulent”; and
- (2) “Medicare and Medicaid claims are not eligible for NSA IDR, that IDREs have no authority or jurisdiction over such claims under the NSA, and that United is not obligated to pay illegal NSA IDR awards issued on ineligible Medicare or Medicaid claims, both retroactively and prospectively.”

DKT. 1 at ¶¶ 99 and 101. United’s first request is duplicative of its common law fraud claim. None of Hawai’i’s common law fraud elements raise a federal issue. *See Reyes*, 135 Haw. 407. Thus, any request for a declaration that MMEMA did not engage in fraud would not be predicated on a federal cause of action or a federal issue as an essential element. *See Skelly*, 339 U.S. at 672.

Similarly, United’s second request for a declaratory judgment does not establish federal question jurisdiction. *See Cal. Shock Trauma*, 636 F.3d at 543 (“[T]he operation of the Declaratory Judgment Act is procedural only’ and does not confer arising under jurisdiction. . . . That holding should be the end of the discussion.” (citations omitted)). Were MMEMA in United’s position, it would have no substantive federal cause of action to file. Instead, it would also be limited to merely relying on the procedural mechanism of the Declaratory Judgment Act, which is insufficient to confer federal question jurisdiction. *Id.*

Moreover, if there is any question about whether federal question jurisdiction exists here, the Court should ask: “In order to vindicate [it’s] right under [the NSA], must [United] plead, and prove the asserted violation of federal law?” *Republican Party of Guam*, 277 F.3d at 1090 (citing *Franchise Tax Bd.*, 463 U.S. at 8–9). As in *Republican Party of Guam*: “The answer is ‘no.’” *Id.* At most, United needs to merely plead that the NSA “exists and that [MMEMA] failed to follow it, causing [United] actual or prospective injury.” *Id.* “[T]his type of attenuated connection cannot support federal question jurisdiction.” *Id.* (citing *Gully*, 299 U.S. at 115).

b. Gunn Factors.

Federal question jurisdiction is also lacking under the *Gunn* factors. Actions asserting state-law claims may also “arise under” federal law for purposes of federal question jurisdiction if the asserted state law: (1) “necessarily raise[s] a stated federal issue,” (2) that is “actually disputed” and (3) “substantial,” and (4) “which a federal forum may entertain without disturbing any congressionally approved balance of federal and state judicial responsibilities.” *Char v. Queens Hosp.*, No. CV 18-00302 JMS-RLP, 2018 WL 3887503 (D. Haw. Aug. 15, 2018), at *2 (quoting *Grable*, 545 U.S. at 314; see also *Naehu v. Read*, 2017 WL 1162180, at *4 (D. Haw. Mar. 28, 2017) (remanding case to state court).

First, United’s common law fraud and declaratory judgment claims do not necessarily raise a federal issue. *Second*, the NSA’s procedures are not actually disputed in this case. The “central point” of United’s lawsuit is the allegation that MMEMA committed fraud by making a misrepresentation—through HaloMD—of a claim’s eligibility for dispute resolution. See DKT. 1 at ¶ 68. That is not an actual dispute of federal law like *Gunn* recognized and “*Grable* envisioned.” *Gunn*, 568 U.S. at 259. And United’s conclusory allegation that its state tort claim “will require judicial interpretation of the NSA” (DKT. 1 at ¶ 9)—what provision requires interpretation, it does not say—cannot transform its claim into a federal dispute. *Id.*

Third, there is no substantial question of federal law. A substantial question of federal law exists where the issue is important “to the federal system as a whole.”

Gunn, 568 U.S. at 260. “An issue has such importance when it raises substantial questions as to the interpretation or validity of a federal statute or when it challenges the functioning of a federal agency or program[.]” *City of Oakland v. BP PLC*, 969 F.3d 895, 905 (9th Cir. 2020) (cleaned up)). A common law tort claim like United’s requires a fact-specific analysis, which is exactly the type of case that federal courts have rejected as presenting a substantial question of federal law. *See, e.g., City of Oakland*, 969 F.3d at 907 (collecting cases); *see also Merrell Dow*, 478 U.S. at 814 (“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”). Again, United fails to state what the substantial question of federal law before the Court is. It merely states that interpretation of the NSA is required (DKT. 1 at ¶ 9), which is not sufficient to force this case into the “special and small” category of cases that *Gunn* recognizes. *Gunn*, 568 U.S. at 258.

Finally, resolution in federal court of a state common law tort claim, that merely references a federal statute’s procedures, will disrupt the “federal-state balance approved by Congress.” *Id.* (quoting *Gunn*, 568 U.S. at 258). This is particularly true given that United’s Complaint is based in tort. *City of Oakland*, 969 F.3d at 907. If there is any doubt, the Court should proceed with the caution that other courts have exercised and “veto” federal jurisdiction. *Grable*, 545 U.S. at 313.

B. United Cannot Artfully Plead around the No Surprises Act’s Judicial Review Prohibition and the Federal Arbitration Act.

The NSA has no private right of action as explicitly stated in the statute and confirmed by courts.¹ In the language of the NSA, Congress was unequivocal: “[an IDRE] determination...shall be binding upon the parties involved in the absence of a fraudulent claim or evidence of misrepresentation of facts presented to the [IDRE]; and shall not be subject to judicial review, except in a case [that would allow a court to vacate the award under the FAA].” 42 U.S.C. § 300gg-111(c)(5)(E)(i).

Given this prohibition against judicial review, many federal courts have concluded that the only right of action in the NSA derives from the incorporated vacatur sections of the FAA. Specifically, the Fifth Circuit ruled in *Guardian Flight I* and *Guardian Flight II* that the NSA does not confer a private right of action on parties to confirm an Independent Dispute Resolution (“IDR”) award in court. *Guardian Flight, L.L.C. v. Health Care Serv. Corp.* (“*Guardian Flight I*”), 140 F.4th 271, 275 (5th Cir. 2025); *Guardian Flight, L.L.C. v. Med. Evaluators of Texas ASO, L.L.C.*, 140 F.4th 613, 618 (5th Cir. 2025) (“*Guardian Flight II*”); *see also Modern*

¹ United is well aware of the Fifth Circuit’s June 2025 decisions in *Guardian Flight I* and *Guardian Flight II* and filed the current lawsuit regardless. United has also filed four other identical lawsuits against medical providers in other federal jurisdictions: (1) *UnitedHealthcare Cmty. Plan v. NorthStar Anesthesia of Pa. LLC* (E.D. Pa., Case No. 2:25-cv-07187; filed December 19, 2025); (2) *UnitedHealthcare Cmty. Plan of Ariz. v. IAS Arizona PLLC* (D. Ariz., Case No. 2:26-cv-00667-KML; filed January 30, 2026); (3) *United Healthcare Servs., Inc. v. Concord Co. of Tenn., PLLC* (W.D. Ky., Case No. 4:26-CV-0060-DJH; filed January 30, 2026); and (4) *United Healthcare Servs., Inc. v. RG Anesthesia, LLC* (N.D. Ga., Case No. 1:26-cv-00563-JPB; filed January 30, 2026). As of the filing of this Motion, three of the four cases have pending motions to dismiss.

Orthopaedics of NJ v. Premera Blue Cross, No. 2:25-CV-01087 (BRM) (JSA), 2025 WL 3063648, at *8 (D.N.J. Nov. 3, 2025) (“[T]he only role contemplated for the federal courts in the NSA is the ability to vacate an award granted due to misconduct.”).

In *Guardian Flight I*, the Fifth Circuit held that “the NSA contains no express right of action to enforce or confirm an IDR award. The only right of action provided derives from the incorporated vacatur sections of Section 10(a) of the FAA.” *Guardian I*, 140 F.4th at 275. In *Guardian II*, the Fifth Circuit confirmed “that the NSA does not provide a general private right of action to challenge award determinations [and i]nstead, the NSA incorporates [FAA] provisions that allow courts to vacate awards only for specific reasons.” *Guardian II*, 140 F.4th at 618.

Pursuant to the FAA, district courts are prohibited from reconsidering the merits of an arbitration under the guise of post-award litigation; parties may not proceed with collateral attacks that repackage alleged arbitral wrongdoing into independent claims for damages. *See Sander v. Weyerhaeuser Co.*, 966 F.2d 501, 502-03 (9th Cir. 1992) (the claim was an impermissible collateral attack where it sought to relitigate an arbitration award); *see also Nikoloff v. Wolpoff & Abramson, L.L.P.*, 511 F. Supp. 2d 1043, 1044 (C.D. Cal. 2007) (“[s]eeking damages in federal court for alleged wrongdoing that compromised an arbitration award is an impermissible collateral attack on the award itself”). If a claim seeks to redress harm caused by an allegedly tainted award or that requires the court to assess the validity

of the arbitration process or result, it is an impermissible collateral challenge and must be dismissed. *See id.* (citing *Decker v. Merrill Lynch, Pierce, Fenner & Smith, Inc.*, 205 F.3d 906, 908 (6th Cir. 2000) (affirming dismissal because the plaintiff's claims collaterally attacked the arbitration award)).

Collateral actions are barred because arbitration processes are designed to deliver a prompt and final resolution with minimal judicial involvement so as not to overburden the judiciary. Accordingly, all of United's claims are impermissible collateral attacks on IDR awards.

C. United's Claims are Barred by the *Noerr-Pennington* Doctrine.

On its face, the Complaint also must be dismissed in its entirety because the conduct alleged by United constitutes core-petitioning activity protected by the *Noerr-Pennington* doctrine. The *Noerr-Pennington* doctrine is grounded in the First Amendment's Petition Clause, which provides that "Congress shall make no law...abridging...the right of the people...to petition the Government for a redress of grievances." U.S. Const. amend. I. The *Noerr-Pennington* doctrine provides absolute immunity for statutory liability for conduct when petitioning the government for redress. *See Sosa v. DIRECTV, Inc.*, 437 F.3d 923, 929 (9th Cir. 2006) (providing background on the *Noerr-Pennington* doctrine).

Although the *Noerr-Pennington* doctrine arose in the antitrust context, the Supreme Court has since expanded the doctrine to other contexts. *See id.* at 930. It shields any effort to elicit action from government decision-makers, courts,

administrative agencies, and in other quasi-judicial proceedings. *See Cal. Motor Transp. Co. v. Trucking Unlimited*, 404 U.S. 508, 510–11 (1972) (holding that *Noerr-Pennington* applies when petitioning state and federal agencies); *Viriyapanthu v. California*, 2018 WL 6136150, at *7 (C.D. Cal. Sept.24, 2018) (providing that the *Noerr-Pennington* doctrine has been applied to quasijudicial proceedings and citing its application to an arbitration proceeding). Immunity under the *Noerr-Pennington* doctrine extends to both: (i) communications made during the course of a lawsuit, and (ii) conduct incidental to a lawsuit, including pre-suit communications. *Theme Promotions, Inc. v. News Am. Mktg. FSI*, 546 F.3d 991, 1007 (9th Cir. 2008); *Sosa*, 437 F.3d at 936-38.

Courts apply a three-part analysis to determine if the *Noerr-Pennington* doctrine immunizes a defendant’s allegedly illegal conduct: (i) whether the lawsuit imposes a burden on petition rights; (ii) whether the alleged activities constitute protected petitioning activity; and (iii) whether the statute at issue must be construed to avoid that burden. *See B&G Foods N. Am., Inc. v. Embry*, 29 F.4th 527, 535 (9th Cir. 2022). If the answer to each step is “yes,” then the conduct is immunized under *Noerr-Pennington*, unless the petitioning activity at issue amounts to a sham. *Id.*

Here, United’s theory of liability is that MMEMA abused the IDR process—by filing thousands of disputes, by allegedly inflating offers, and by allegedly submitting false attestations—yet the substance of United’s theory is indistinguishable from the conduct *Noerr-Pennington* squarely protects. United’s

claims plainly burden petitioning rights – seeking redress through congressional mandated IDR proceedings. United seeks to impose liability on MMEMA for initiating IDR proceedings, which is the statutorily prescribed means for healthcare providers to resolve certain out-of-network payment disputes with commercial healthcare insurers. *See Ford Motor Co. v. Knight L. Grp. et al.*, No. 2:25-CV-04550-MWC-PVC, 2025 WL 3306280, at *8-9 (C.D. Cal. Nov. 24, 2025) (quotation omitted) (finding that protected petitioning activity includes the submission of documents in which a party makes representations to support its request for relief).

The *Noerr-Pennington* doctrine’s narrow “sham” exception does not save United’s claims. United’s Complaint does not plausibly allege that MMEMA’s petitioning was objectively baseless, that MMEMA’s positions were meritless, that MMEMA’s motive was unlawful, or that MMEMA’s knowingly made any false attestations. IDREs are, by regulation, required to determine eligibility prior to making a payment determination. The Complaint acknowledges that providers prevailed in a significant percentage of disputes, confirming that MMEMA’s positions with respect to eligibility were objectively reasonable. Indeed, a “winning lawsuit is by definition a reasonable effort at petitioning for redress and therefore not a sham.” *White v. Lee*, 227 F.3d 1214, 1232 (9th Cir. 2000).

Put simply, since MMEMA’s initiation of the IDR process itself is immunized, United’s Complaint fails.

D. United Failed to State a Claim for Fraud Under Hawai'i Law.

1. United failed to comply with Rule 9(b).

Under Rule 9(b), United was required to plead “the who, what, when, where, and how” of the alleged fraud MMEMA committed. FED. R. CIV. P. 9(b); *Vess*, 317 F.3d at 1106. To determine if the elements of fraud have been pleaded to state a cause of action, the Court looks to state law. *Kearns v. Ford Motor Co.*, 567 F.3d 1120, 1126 (9th Cir. 2009). Under Hawai'i law, a party claiming fraud must establish: “(1) false representations were made by defendants, (2) with knowledge of their falsity (or without knowledge of their truth or falsity), (3) in contemplation of plaintiff's reliance upon these false representations, and (4) plaintiff did rely upon them.” *Shoppe v. Gucci Am., Inc.*, 14 P.3d 1049, 1067 (Haw. 2000).

United failed to carry its burden. United summarily alleges that MMEMA made a false attestation “with full knowledge of, or at the very least with reckless disregard to, the falsity” of said attestation. DKT. 1 at ¶ 110. First, United does not allege who at MMEMA submitted the IDR notice. *Cf. Cruz v. Dollar Tree Stores, Inc.*, 2007 WL 2729214, at *4 (N.D. Cal. Sept. 18, 2007) (“The specific identity of those who allegedly perpetrated the fraud is clearly important in satisfying the heightened pleading requirement of Rule 9(b)”). Second, it does not allege what information MMEMA possessed at the time of the submission, including whether it even had the patient's insurance information. DKT. 1 at ¶ 57. Indeed, United couches its allegations by alleging what MMEMA “should have known.” DKT. 1 at ¶ 57.

What is more, United never alleges that a MMEMA employee reviewed the relevant patient claim or the at-issue attestation in the IDR portal. On the contrary, United alleges that *HaloMD*—not *MMEMA*—submitted the claim through the IDR portal. *See id.* at ¶¶ 69–70. Thus, United not only fails to allege the “the who, what, when, where, and how” of the alleged fraud, but it also points to a *third party* to try to carry its burden. *Id.* United’s allegations are accordingly “too conclusory and too vague” to meet Rule 9(b)’s heightened pleading standard. *Cruz*, 2007 WL 2729214, at *5; *Vess*, 317 F.3d at 1106.

2. United did not and cannot allege a misrepresentation of fact.

It is well-settled that actionable fraud must be based upon a misrepresentation of material fact and not “predicated upon misrepresentations of law.” *Kyles v. Lantis*, 39 Haw. 440, 444 (1952). United, however, alleges that “MMEMA committed fraud by knowingly providing false certifications . . . that ‘the item(s) and/or service(s) at issue [we]re qualified item(s) and/or service(s) within the scope of the Federal IDR process.’” DKT. 1 at ¶ 4. Whether a claim constituted a qualified item or service under the NSA is a quintessential question of law. Misrepresentations of law are not actionable as fraud because “statements of the law are considered merely opinions.” *See, e.g., Sosa v. DIRECTV*, 437 F.3d 923, 934–35 (9th Cir. 2006); *Miller v. Yokohama Tire Corp.*, 358 F.3d 616, 621 (9th Cir. 2004). Accordingly, because United’s fraud claim is predicated on an alleged misrepresentation of law, United failed to allege an essential element of its fraud claim and the Court should dismiss

its claim. *See Cruz*, 2007 WL 2729214, at *5.

3. United did not and cannot plead actual reliance.

Under Hawai'i law, United must allege that it actually relied on MMEMA's alleged misrepresentation to adequately plead common law fraud. *See Shoppe*, 14 P.3d at 1067. It cannot credibly allege actual reliance. While attempting to stretch the fabric of the reliance element beyond its breaking point, it admits that it *did not* rely on any misrepresentations and that it "knew better."

First, United's circuitous reliance allegation fails to adequately allege actual reliance. United claims:

Even though United contested eligibility, MMEMA's deliberate misrepresentation to the IDRE, on which the IDRE relied, forced United to rely on the misrepresentation because once the IDRE determined the dispute was eligible, United had no choice but to expend resources to proceed with the process, submit a final "offer," and watch helplessly as the dispute continued to a final payment determination.

DKT. 1 at ¶ 111. In other words, United asserts that because an IDRE relied on MMEMA's attestation, United was "forced" to rely on the attestation even though it "knew better." *Id.* This allegation of reliance is deficient as a matter of law. United cannot plead actual reliance by citing a third-party's reliance. *See Ass'n of Apart. Owners of Newtown Meadows ex rel. its Bd. of Direct. v. Venture 15, Inc.*, 115 Haw. 232, 256 (2007), as corrected on denial of reconsideration (Sept. 20, 2007). In fact, another district court sitting in the Ninth Circuit has already rejected a plaintiff's attempt to claim third-party reliance based on an administrative hearing:

Plaintiff contends that the allegedly false testimony constituted fraud because Defendants knew it was false and because the administrative law judge relied on the testimony's truth when ruling to Plaintiff's disadvantage. . . . *Even if true, these facts would not state a claim for fraud*, and Claim Two is dismissed.

Borecki v. Safeguard Sec. & Comm's, Inc., 2012 WL 1343952, at *2 (D. Ariz. Apr. 18, 2012) (emphasis added)). Accordingly, United failed to allege actual reliance.

Second, United itself admits that it did not actually rely on MMEMA's attestation, and that it was aware of the alleged falsity of the attestation, which is fatal to its claim. *See Giuliani v. Chuck*, 1 Haw. App. 379, 386 (1980). United admits that it immediately knew that the claim was not eligible under the NSA and that it contested eligibility with the IDRE. *See* DKT. 1 at ¶ 72. When the IDRE decided against United, it again contested the IDRE's finding, "reiterating that the claim was 'not eligible' for IDR adjudication because 'this Member is enrolled in a Medicaid plan.'" *Id.* at ¶ 74. United cannot possibly claim that it actually relied on MMEMA's attestation, or that it was ignorant of the falsity of that attestation, when it admits that it actively disagreed with and contested the attestation. *See id.* at ¶¶ 72–74 and 111. As a result, United did not adequately plead actual reliance.

4. United did not and cannot allege any damages.

United has not sustained any damages. United's own Complaint admits that it has not paid "the IDR award for this ineligible claim." DKT. 1 at ¶ 114. Again, this is the only IDR award United complains of and it has not even paid the amount it was ordered to pay under the IDRE process.

United then falls back on the administrative and IDRE fees that it was required to pay under the NSA as if that is somehow a measure of damages. *See* DKT. 1 at ¶¶ 86 and 114. Even accepting the Complaint's general factual allegations as true, United fails to bridge the gap between broad background facts and the specific damages claimed under its fraud cause of action. A plaintiff must do more than plead facts that are “merely consistent” with a defendant’s liability. *Twombly*, 550 U.S. at 557. They must provide a “plausible” factual nexus showing how the specific conduct alleged directly resulted in the specific injury claimed. *Id.* Here, the Complaint offers only a series of disconnected generalities that fail to “nudge” the claim for damages “across the line from conceivable to plausible.” *Id.* at 570. Specifically, United’s Complaint fails to identify any damages it has actually incurred as a result of MMEMA’s alleged fraud, failing to even allege the amount it paid in an administrative and IDRE fee related to the just *one* insurance claim it complains of. *See* DKT. 1 at ¶¶ 86 and 114. Rather, United’s Complaint lists averages and total fees related to administrative and IDRE fees in general but does not allege that these fees were all related to fraudulent claims. United’s Complaint fails to identify the amount it paid related to the one claim at issue. Without facts linking MMEMA’s actions to the alleged harm, the damages claim is a mere “formulaic recitation” of injury. *See Iqbal*, 556 U.S. at 678.

Further, to recover damages, a plaintiff must establish that its injury was the direct and proximate result of their justifiable reliance on the defendant’s

misrepresentation. *See Hawai'i's Thousand Friends v. Anderson*, 70 Haw. 276, 286 (1989). United does not allege that it relied on any alleged misrepresentation and has no damages. Therefore, its claim should be dismissed.

E. United failed to join an indispensable party.

Finally, United's second request for a declaratory judgment has nothing to do with MMEMA. United seeks a declaration that, among other things, "IDREs have no authority or jurisdiction over [Medicare/Medicaid] claims under the NSA." DKT. 1 at ¶ 101. In other words, United asks the Court to bind every IDRE in the nation in a general and broad request for declaratory relief. *Id.* Critically, despite seeking relief against IDREs, United failed to include a single IDRE as a party to this case. Their absence is not by mistake.

IDREs, though a necessary party—as complete relief cannot be granted without them²—cannot be sued. They enjoy arbitral immunity. *See* HI Rev Stat § 658A-14 (2025); *see also Guardian Flight II*, 140 F.4th at 622–23 (holding that IDREs like “judges and arbitrators,” are neutral arbiters of payment disputes with no stake in the underlying controversy.) They receive competing offers for payment, consider information supporting the offers, and then choose one of the offers, which is binding on the providers and insurers. 42 U.S.C. § 300gg-112(b)(4), (b)(5).

² *See E.E.O.C. v. Peabody W. Coal Co.*, 400 F.3d 774, 780 (9th Cir. 2005) (holding that, under Rule 19, in a case seeking declaratory relief, the subject of the request for declaratory relief must be joined to the lawsuit to effect “consummate” relief, otherwise the judgment will not bind the subject of the request).

[IDREs], in sum, function more or less exactly like arbitrators.”); *Avraham Plastic Surgery LLC v. Aetna, Inc.*, 2025 WL 3779084, at *4 (E.D.N.Y. Dec. 30, 2025).³ Because IDREs are an indispensable party but also immune, the Court should dismiss United’s second request for declaratory judgment.

F. The Court should dismiss with prejudice.

The Court should dismiss United’s Complaint *with prejudice* because United cannot salvage its claims. The Court lacks subject-matter jurisdiction, which cannot be remedied. *See supra*, Section IV(A). United’s common law fraud claim is based on an alleged misrepresentation of law, which is inherently incurable. *See Cruz*, 2007 WL 2729214, at *5. And United’s request for a declaratory judgment against non-party IDREs cannot be rehabilitated because IDREs are entitled to arbitral immunity. *See* HI Rev Stat § 658A-14; *Guardian Flight*, 140 F.4th at 622–23. Accordingly, dismissal with prejudice is warranted.

V. CONCLUSION

Accordingly, the Court should dismiss United’s Complaint *with prejudice*.

DATED: Honolulu, Hawai‘i, April 3, 2026.

/s/ Steven E. Tom
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**MAUI MEMORIAL EMERGENCY
MEDICAL ASSOCIATES, INC.**

³ While MMEMA recognizes that *Guardian Flight* is persuasive authority rather than binding, MMEMA is unaware of any authority that contradicts it.

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF HAWAII

UNITEDHEALTHCARE INSURANCE
COMPANY,

Plaintiff,

vs.

MAUI MEMORIAL EMERGENCY
MEDICAL ASSOCIATES, INC.

Defendant.

Case 1:26-cv-00040 WRP

**CERTIFICATE OF COMPLIANCE
WITH LOCAL RULES 7.8 AND 37.1**

CERTIFICATE OF COMPLIANCE WITH LOCAL RULES 7.8 AND 37.1

In accordance with Local Rules 7.8 and 37.1, Defendant MAUI MEMORIAL EMERGENCY MEDICAL ASSOCIATES, INC. brings its Motion to Dismiss Complaint, filed January 30, 2026 [ECF No. 1] following the telephonic Pre-Conference of Counsel held on March 25, 2026.

DATED: Honolulu, Hawai'i, April 3, 2026.

/s/ Steven E. Tom

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**MAUI MEMORIAL EMERGENCY
MEDICAL ASSOCIATES, INC.**

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CERTIFICATE OF SERVICE

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of foregoing document was duly served on the following by CM/ECF on the date herein indicated.

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MEDICAL ASSOCIATES, INC.**