

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

IN RE: ZELIS REPRICING ANTITRUST
LITIGATION

This Document Relates To:

All Actions

Lead Action Case No.: 1:25-cv-10734-BEM

Consolidated with Case Nos.:

1:25-CV-11092-BEM

1:25-CV-11167-BEM

1:25-CV-11537-BEM

**[PROVISIONALLY FILED IN
REDACTED FORM PENDING RULING
ON MOTION FOR LEAVE TO SEAL
(ECF 107)]**

**DEFENDANT ELEVEVANCE HEALTH, INC.'S MOTION TO COMPEL
ARBITRATION OF PLAINTIFF DANNY BACHOUA CHIROPRACTIC, APC'S
CLAIMS AND STAY ACTION**

Pursuant to the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1 *et seq.*, Defendant Elevance Health, Inc. ("Elevance Health") hereby moves the Court to compel arbitration of the claims asserted by Plaintiff Danny Bachoua Chiropractic, APC ("DBC") and to stay this action pending arbitration. As reason therefore, Elevance Health states that the provider services agreements between (1) American Specialty Health ("ASH") Plans of California, Inc. and Plaintiff and (2) American Specialty Health Networks of California, Inc., and Plaintiff ("PSAs") both contain an unambiguous, binding arbitration provision that requires any disputes with payors, such as Elevance Health's subsidiary Blue Cross of California, be arbitrated. In accordance with the terms of those agreements, Defendant Elevance Health demands that DBC bring its claims in arbitration

Consistent with the established federal policy favoring arbitration expressed in the FAA, the Court should compel arbitration and stay this action pending arbitration. *See* 9 U.S.C. §§ 3, 6. Any challenges to the scope and enforceability of the subject arbitration provisions are all threshold questions that have been delegated to the arbitrator for decision per the terms of the

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CERTIFICATE OF SERVICE

I, Olga Fleysh attorney for the Defendants listed below, certify that, on August 11, 2025, I caused a copy of the foregoing motion and memorandum and exhibits in support thereof to be served, via ECF, on all counsel of record.

/s/ Olga Fleysh
Olga Fleysh

Counsel for Defendant Elevance Health, Inc.

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MOTION TO COMPEL ARBITRATION OF PLAINTIFF
DANNY BACHOUA CHIROPRACTIC, APC'S CLAIMS AND STAY ACTION**

TABLE OF CONTENTS

	<u>Page(s)</u>
TABLE OF AUTHORITIES	ii
INTRODUCTION	1
FACTUAL BACKGROUND	2
LEGAL STANDARD.....	3
ARGUMENT	5
I. The Federal Arbitration Act Establishes a Strong Policy Favoring Arbitration and Governs This Dispute.	5
II. The Parties Have a Valid Agreement to Arbitrate.	6
III. All Other Issues Are Reserved for Arbitration.	7
a. The Parties Agreed to Delegate Issues of Arbitrability to the Arbitrator. ..	7
b. Even if the Court Could Address Arbitrability, all of DBC’s Claims are Subject to Arbitration with Respect to Elevance Health.	9
IV. This Action Should Be Stayed Pending Completion of Arbitration.....	12
CONCLUSION.....	13

TABLE OF AUTHORITIES

	Page(s)
Cases	
<i>Allied-Bruce Terminix Cos. v. Dobson</i> , 513 U.S. 265 (1995).....	5, 6
<i>Am. Graphics Inst., LLC v. Noble Desktop NYC, LLC</i> , No. 22-cv-11404, 2023 WL 4826936 (D. Mass. July 27, 2023)	4, 8
<i>AT&T Mobility LLC v. Concepcion</i> , 563 U.S. 333 (2011).....	5
<i>AT&T Techs., Inc. v. Commc’ns Workers of Am.</i> , 475 U.S. 643 (1986).....	10
<i>Bekele v. Lyft, Inc.</i> , 199 F. Supp. 3d 284 (D. Mass. 2016)	6, 10
<i>Bossé v. N.Y. Life Ins. Co.</i> , 992 F.3d 20 (1st Cir. 2021).....	4, 8
<i>CellInfo, LLC v. Am. Tower Corp.</i> , 352 F. Supp. 3d 127 (D. Mass. 2018)	8
<i>Coast Plaza Doctors Hosp. v. Blue Cross of Cal.</i> , 99 Cal. Rptr. 2d 809 (Cal. App. Ct. 2000), <i>as modified</i> (Sept. 7, 2000).....	9
<i>Coinbase, Inc. v. Suski</i> , 602 U.S. 143 (2024).....	4
<i>Dialysis Access Ctr., LLC v. RMS Lifeline, Inc.</i> , 638 F.3d 367 (1st Cir. 2011).....	9
<i>Epic Sys. Corp. v. Lewis</i> , 584 U.S. 497 (2018).....	5
<i>Green Tree Fin. Corp.-Ala. v. Randolph</i> , 531 U.S. 79 (2000).....	5
<i>Henry Schein, Inc. v. Archer & White Sales, Inc.</i> , 586 U.S. 63 (2019).....	4, 7
<i>Hopkinton Drug, Inc. v. CaremarkPCS, L.L.C.</i> , 77 F. Supp. 3d 237 (D. Mass. 2015)	8

Kristian v. Comcast Corp.,
446 F.3d 2511

La Frontera Ctr., Inc. v. United Behav. Health,
268 F. Supp. 3d 1167 (D. N.M. 2017).....6

Larkin v. Williams, Woolley, Cogswell, Nakazawa & Russell,
90 Cal. Rptr. 2d 195 (Cal. App. Ct. 1999).....10

Martinez v. BaronHR, Inc.,
265 Cal. Rptr. 3d 523 (Cal. App. Ct. 2020).....6, 7

McCabe v. Ford Motor Co.,
774 F. Supp. 3d 332 (D. Mass. 2025)12

Moses H. Cone Mem’l Hosp. v. Mercury Constr. Corp.,
460 U.S. 1 (1983).....5

Rent-A-Ctr., W., Inc. v. Jackson,
561 U.S. 63 (2010).....4, 7, 8, 9

Smith v. Spizzirri,
601 U.S. 472 (2024).....12

Suh v. Superior Court,
181 Cal.App.4th 1504, 105 Cal.Rptr.3d 585 (Cal. App. 2010)7

Symonds v. Credico (USA) LLC,
No. 20-cv-10192, 2020 WL 7075028 (D. Mass. Dec. 3, 2020).....8

Volt Info. Scis., Inc. v. Bd. of Trs. of Leland Stanford Junior Univ.,
489 U.S. 468 (1989).....10

Watkins v. Musk,
No. 24-cv-11384, 2025 WL 1661950 (D. Mass. June 12, 2025).....12

Statutes

9 U.S.C. § 2.....6

9 U.S.C. § 3.....12

Cal. Civ. Code § 1550.....7

Cal. Civ. Code § 1565.....

Cal. Civ. Code § 1638.....

Cal. Civ. Code § 1639.....

Cal. Code of Regs Title 28 Chapter 16

Fed. Arb. Act..... *passim*

Sherman Act.....3, 9

Other Authorities

American Arbitration Association Commercial Arbitration Rules and Mediation
Procedures
(https://www.adr.org/media/lwanubnp/2025_commercialrules_web.pdf)8, 9

Fed. R. Civ. P. 12 (b)(6).....3

NAF *Code of Procedure for Resolving Business-To-Business Disputes*
([https://www.adrforum.com/assets/resources/code/business/Forum.B2B_Rule
s.v2.3.pdf](https://www.adrforum.com/assets/resources/code/business/Forum.B2B_Rule_s.v2.3.pdf))8

Defendant Elevance Health, Inc. (“Elevance Health”), respectfully submits this memorandum of law in support of its motion to compel arbitration of the claims asserted by Plaintiff Danny Bachoua Chiropractic, APC (“DBC”), and to stay the action before the Court pending arbitration pursuant to the Federal Arbitration Act (“FAA”), 9 U.S.C. §§ 3, 6.

INTRODUCTION

In this action, DBC has asserted federal antitrust claims against Elevance Health and payor Defendants, on behalf of itself and a purported class. DBC alleges Zelis¹, a provider of healthcare financial tools, and the payor Defendants conspired to artificially reduce reimbursement to providers like DBC for healthcare services rendered to the payor Defendants’ members. Am. Compl. ¶ 1 (Dkt. No. 39). Plaintiff DBC, however, agreed to *arbitrate* not *litigate* its claim against Elevance Health. Specifically, on July 14, 2010, DBC signed two Chiropractic Provider Services Agreements (“PSAs”) with American Specialty Health (“ASH”) Plans of California, Inc., a vendor that assembles specialty provider networks for use by its customers, including payors such as Elevance Health’s California affiliate.² *See* Hicks Decl, Ex. 1 and 2 § 18.01. Under the terms of the PSAs, DBC expressly agreed to *arbitrate* its reimbursement disputes with payors. *See id* (Sec. 18.01). Elevance Health demanded arbitration in accordance with the terms of that agreement, but DBC has not agreed to arbitrate consistent with the terms of the PSAs.³

¹ “Zelis” refers to Zelis Healthcare, LLC, Zelis Claims Integrity, LLC, and Zelis Network Solutions, LLC. Zelis together with Aetna, Inc., The Cigna Group, Elevance Health, Inc., Humana Inc., and UnitedHealth Group, Inc. comprise the “Defendants.”

² ASH countersigned on August 26, 2010.

³ Elevance Health is the ultimate parent company of payor subsidiaries, including Blue Cross of California, which administers Blue Cross-branded health plans in California, maintains a provider network in California, and contracted with ASH..

Elevance Health respectfully requests this Court to order DBC to comply with its contractual commitments, compel DBC to proceed to arbitration, and stay this action pending the outcome of that arbitration.

FACTUAL BACKGROUND

On July 14, 2010, DBC signed two provider services agreements with ASH, a provider services network and plan that contracts with Anthem Blue Cross of California, a subsidiary company of Elevance Health: (1) ASH Plans of California, Inc. Chiropractic Provider Services Agreement and (2) ASH Networks of California, Inc. Chiropractic Provider Services Agreement (“2010 PSAs”). *See* Hicks Decl., Ex. 3. ASH countersigned on August 26, 2010, at which point the 2010 PSAs went into effect. *Id.* § 18.01. The 2010 PSAs require that all matters in controversy between the chiropractor, DBC, and payor shall be submitted to binding arbitration. Specifically, the PSAs state, in relevant part⁴:

[REDACTED]

[REDACTED]

⁴ Brackets denote the differences between the Plans and Networks agreements.

Elevance Health’s payor subsidiary, Anthem Blue Cross of California (“BCCA”), in turn, has a 2013 vendor agreement with ASH (“2013 Vendor Agreement”). *See* Hicks Decl., Ex. 4, that states in relevant part:

[REDACTED]

On March 28, 2025, DBC, along with other Plaintiffs filed its initial complaint against Elevance Health and other payor Defendants in this action. DBC gave no prior notice to Elevance Health that it planned to file a complaint against Elevance Health and other payer Defendants. On June 11, 2025, DBC joined an amended consolidated Complaint against the same Defendants, which is now the operative Complaint in this case. *See* ECF. No. 39. DBC and other Plaintiffs filed this lawsuit on behalf of themselves and a purported class of similarly situated parties with the Court, asserting violations of § 1 of the Sherman Act. *See id.* DBC failed to contact Elevance Health or its California affiliate in an effort to resolve any disputes related to OON reimbursements as required by Section 18 of the 2010 PSAs prior to filing its Complaint.

Accordingly, on August 7, 2025, Elevance Health sent a demand for binding arbitration of DBC’s claims in the Amended Complaint (the “Arbitration Demand”) per the terms of Section 18.01. DBC has not agreed to arbitrate notwithstanding the clear terms of the arbitration agreement. This motion follows.⁵

LEGAL STANDARD

⁵ Defendants are simultaneously moving to dismiss the complaint under Fed. R. Civ. P. 12 (b)(6).

The Federal Arbitration Act (“FAA”) directs courts to enforce arbitration agreements and places them on equal footing with other contracts. Under Section 4 of the FAA, when a party refuses to arbitrate, a court “shall make an order directing the parties to proceed to arbitration in accordance with the terms of the agreement.” 9 U.S.C. § 4.

Just as parties agree to arbitrate their disputes, parties may also agree to arbitrate “gateway questions of arbitrability, such as whether the parties have agreed to arbitrate or whether their agreement covers a particular controversy.” *Henry Schein, Inc. v. Archer & White Sales, Inc.*, 586 U.S. 63, 68 (2019) (citation and quotations omitted); *see also Coinbase, Inc. v. Suski*, 602 U.S. 143, 148 (2024) (describing how “parties can form multiple levels of agreements concerning arbitration”). Agreements to arbitrate the very fact of arbitrability are known as *delegation clauses*, because threshold questions concerning the applicability and scope of arbitration agreements are delegated to an arbitrator. “When the parties’ contract delegates the arbitrability question to an arbitrator . . . a court possesses no power to decide the arbitrability issue . . . even if the court thinks that the argument that the arbitration agreement applies to a particular dispute is wholly groundless.” *Henry Schein*, 586 U.S. at 68.

Instead, courts must leave arguments about the “scope” and application of the arbitration agreement to the arbitrator, provided that such delegation is “clear and unmistakable.” *Rent-A-Ctr., W., Inc. v. Jackson*, 561 U.S. 63, 77–78 (2010); *Am. Graphics Inst., LLC v. Noble Desktop NYC, LLC*, No. 22-cv-11404, 2023 WL 4826936, at *5 (D. Mass. July 27, 2023) (quoting *Bossé v. N.Y. Life Ins. Co.*, 992 F.3d 20, 28 (1st Cir. 2021)).

ARGUMENT

This is a straightforward case under arbitration precedent. The 2010 PSAs that are the basis for DBC’s Amended Complaint contain valid virtually identical⁶ agreements to arbitrate disputes and a delegation clause. Under section 18.01.2, DBC agreed that an arbitrator—not a court—would resolve any questions surrounding the scope and enforceability of the arbitration agreement. This Court should thus enforce the delegation clause and have an arbitrator determine whether DBC’s arbitration agreement with ASH covers DBC’s claims. Moreover, even if this Court were to look past the delegation clause (which it should not), it should still enforce arbitration as the arbitration agreement is clearly enforceable and encompasses the parties’ dispute.

I. The Federal Arbitration Act Establishes a Strong Policy Favoring Arbitration and Governs This Dispute.

The FAA reflects the well-established federal policy favoring arbitration and requires that arbitration agreements be rigorously enforced nationwide. Congress enacted the FAA to “overcome judicial hostility to arbitration agreements,” *Allied-Bruce Terminix Cos. v. Dobson*, 513 U.S. 265, 272 (1995), and the statute embodies a “liberal federal policy favoring arbitration.” *Moses H. Cone Mem’l Hosp. v. Mercury Constr. Corp.*, 460 U.S. 1, 24 (1983). “[T]he law is clear: Congress has instructed that arbitration agreements . . . must be enforced as written.” *Epic Sys. Corp. v. Lewis*, 584 U.S. 497, 525 (2018); see also *AT&T Mobility LLC v. Concepcion*, 563 U.S. 333, 339 (2011). Courts must resolve “any doubts concerning the scope of arbitrable issues . . . in favor of arbitration.” *Moses H. Cone Mem’l Hosp.*, 460 U.S. at 22, 24–25. The “party seeking to avoid arbitration bears the burden of establishing” that the agreement in question should not be enforced. *Green Tree Fin. Corp.-Ala. v. Randolph*, 531 U.S. 79, 91–92 (2000).

⁶ The only differences between the arbitration provisions in the two agreements are the references to “Plans” vs. “Networks”.

Here, ASH and DBC entered into an agreement set out in the 2010 PSAs, which plainly contain an agreement to arbitrate disputes with payors that contract with ASH. *See* Hicks Decl., Ex. 1 and 2, § 18.01. The PSAs establish medical service reimbursement procedures and rates that apply to payors, and their members, located across the country, including members of Elevance Health’s affiliated health plans who obtain services from DBC. *See* Hicks Decl., Ex. 1 and 2, § 18.01. The FAA broadly applies to commercial transactions that affect interstate commerce such as the payor’s medical claims reimbursements that are at the heart of this litigation. *See* 9 U.S.C. § 2 (extending to a written arbitration “provision in any . . . contract evidencing a transaction involving commerce”); *Allied-Bruce*, 513 U.S. at 273–74 (holding that FAA applies broadly to reach transactions “affecting” commerce); *see also La Frontera Ctr., Inc. v. United Behav. Health*, 268 F. Supp. 3d 1167 (D. N.M. 2017) (FAA governed arbitration provision in provider agreement between provider of behavioral services and operator of Medicaid and state-funded behavioral services operator). As a result, the FAA controls and any controversies between ASH’s chiropractic members and their payors must be subject to arbitration.

II. The Parties Have a Valid Agreement to Arbitrate.

The parties have a valid agreement to arbitrate in the 2010 PSAs. Under the FAA, whether a valid agreement to arbitrate exists is a matter of “ordinary state-law principles that govern the formation of contracts.” *Bekele v. Lyft, Inc.*, 199 F. Supp. 3d 284, 294 (D. Mass. 2016). Under California law, which governs the signed 2010 PSAs between DBC and ASH,⁷ “general principles of contract law determine whether the parties have entered a binding agreement to arbitrate.”

⁷ *See* [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Martinez v. BaronHR, Inc., 265 Cal. Rptr. 3d 523, 527 (Cal. App. Ct. 2020) (citation and quotations omitted). An essential element of any contract is the mutual assent of the parties, which must be ascertained solely from the language of a clear and explicit contract. *Id.*; Cal. Civ. Code §§ 1550, 1565, 1638, 1639. One who signs a contract is “deemed to assent to all its terms.” *Martinez*, 264 Cal. Rptr. 3d at 967 (citation omitted). DBC and ASH, through their signatures, have agreed that the 2010 PSAs are the operative agreement governing the parties’ relationship. Therefore, DBC is bound by the terms of the 2010 PSAs. Similarly, Elevance Health’s subsidiary BCCA entered into a vendor agreement with ASH on April 15, 2013 and is similarly bound by the terms of that agreement. Hicks Decl., Ex. 4.

III. All Other Issues Are Reserved for Arbitration.

a. The Parties Agreed to Delegate Issues of Arbitrability to the Arbitrator.

To the extent DBC may contend that its claims against Elevance Health do not fall within the scope of the arbitration provision or that the agreement is not enforceable, those questions are reserved for the arbitrator.⁸ The Supreme Court has held that where there is clear and unmistakable evidence that the parties agreed that an arbitrator would decide issues of arbitrability, courts must respect that agreement, “even if the court thinks that the argument that the arbitration agreement applies to a particular dispute is wholly groundless.” *Henry Schein*, 586 U.S. at 68.; *Rent-A-Ctr.*, 561 U.S. at 69.

Here, the 2010 PSAs incorporate the Commercial Arbitration Rules of the National Arbitration Forum (“NAF”) into the arbitration provision, Hicks Decl., Ex. 2 at § 18.01.3, and by

⁸ Even though Elevance Health is not the signatory to the 2013 Vendor Agreement or the 2010 PSAs, it is able to enforce the agreements under traditional principles of equitable estoppel. *See Suh v. Superior Court*, 181 Cal.App.4th 1504, 1513, 105 Cal.Rptr.3d 585 (Cal. App. 2010). To the extent DBC has a claim against Elevance Health in its federal antitrust case, it is not different than the claim against BCCA. Hicks Decl. ¶ 4-5.

doing so DBC has “clear[ly] and unmistakably” agreed to delegate gateway questions of arbitrability to the arbitrator.⁹ *Am. Graphics Inst., LLC*, 2023 WL 4826936, at *5 (quoting *Bossé*, 992 F.3d at 28). When such a delegation occurs, there is nothing for the Court to do but to compel arbitration and allow the arbitrator to decide all “gateway” challenges. *Rent-A-Ctr.*, 561 U.S. at 72.

Courts have repeatedly held that where, as here, parties explicitly incorporate an arbitration association’s Rules into an agreement, and those rules provide that the arbitrator will decide questions regarding the existence, scope, and enforceability of an arbitration agreement, the incorporation serves as “clear and unmistakable evidence” of the parties’ intent to delegate such issues to an arbitrator. *Symonds v. Credico (USA) LLC*, No. 20-cv-10192, 2020 WL 7075028, at *4–5 (D. Mass. Dec. 3, 2020); *see Am. Graphics Inst.*, 2023 WL 4826936, at *6 (collecting cases that have held that incorporation of similar AAA Rules is “clear and unmistakable evidence of intent to delegate arbitrability”); *CellInfo, LLC v. Am. Tower Corp.*, 352 F. Supp. 3d 127, 133 (D. Mass. 2018) (“Where an arbitration agreement states that the Am. Arb. Ass’n Rules govern the agreement, [AAA] Rule 7(a) is ‘clear and unmistakable’ in providing that an arbitrator has the ability to rule on issues involving the scope of the agreement” (quoting *Hopkinton Drug, Inc. v.*

⁹ The Commercial Arbitration Rules of the National Arbitration Forum rules provide, in relevant part, that “An Arbitrator shall have the power to rule on all issues, Claims, Responses, questions of arbitrability, and objections regarding the existence, scope, and validity of the Arbitration Agreement including all objections relating to jurisdiction, unconscionability, contract law, and enforceability of the Arbitration Agreement. The Arbitrator may rule on objections to jurisdiction of the Arbitrator, FORUM, or to the arbitrability of a claim or Counterclaim as a preliminary matter where appropriate.” NAF *Code of Procedure for Resolving Business-To-Business Disputes* available at https://www.adrforum.com/assets/resources/code/business/Forum.B2B_Rules.v2.3.pdf (last accessed August 8, 2025) (on file with Hogan Lovells).

CaremarkPCS, L.L.C., 77 F. Supp. 3d 237, 248 (D. Mass. 2015)); *Bossé*, 992 F.3d at 28.¹⁰ The express terms of the 2010 PSAs, including the incorporation of the NAF Rules therein, clearly and unmistakably vest the arbitrator with the authority to determine the gateway question of arbitrability and “any challenge to the validity of the [arbitration] [a]greement as a whole [should be determined by] the arbitrator.” *Rent-A-Ctr.*, 561 U.S. at 72.

In light of controlling Supreme Court and First Circuit law and the parties’ delegation to the arbitrator of any threshold questions of enforceability and scope of the arbitration provision, the Court need not address questions of arbitrability, and should compel arbitration of DBC’s claims. Any challenges to the scope of arbitration – for example, whether it extends to DBC’s Sherman Act claims – are reserved solely for the arbitrator and not this Court.

b. Even if the Court Could Address Arbitrability, all of DBC’s Claims are Subject to Arbitration with Respect to Elevance Health.

The Court should compel arbitration even if it were to decide, contrary to the 2010 PSAs and 2013 Vendor Agreement, that it (rather than the arbitrator) should assess gateway issues of arbitrability. Both the FAA and California have a “strong public policy in favor of arbitration,” and any “doubts regarding the arbitrability of a dispute are resolved in favor of arbitration.” *Coast Plaza Doctors Hosp. v. Blue Cross of Cal.*, 99 Cal. Rptr. 2d 809, 816 (Cal. App. Ct. 2000), *as modified* (Sept. 7, 2000). Under the FAA, where parties have not delegated gateway arbitrability questions to the arbitrator, courts need only determine whether a valid agreement to arbitrate exists and whether the claim asserted comes within the clause’s scope. *See Dialysis Access Ctr., LLC v.*

¹⁰ Compare fn.4 to American Arbitration Association Commercial Arbitration Rules and Mediation Procedures, Rule 7(a): “The arbitrator shall have the power to rule on his or her own jurisdiction, including any objections with respect to the existence, scope, or validity of the arbitration agreement or to the arbitrability of any claim or counterclaim, without any need to refer such matters first to a court.” Available at https://www.adr.org/media/lwanubnp/2025_commercialrules_web.pdf (last accessed August 9, 2025) (on file with Hogan Lovells).

RMS Lifeline, Inc., 638 F.3d 367, 375 (1st Cir. 2011). Such analysis must be resolved pursuant to both the FAA’s and California’s strong presumption in favor of arbitration, as courts have long held that “in applying general state-law principles of contract interpretation” to an arbitration agreement under the FAA, “ambiguities as to the scope of the arbitration clause itself [are] resolved in favor of arbitration.” *Volt Info. Scis., Inc. v. Bd. of Trs. of Leland Stanford Junior Univ.*, 489 U.S. 468, 475–76 (1989).

DBC’s claims are covered by a broad and enforceable arbitration provision. Indeed, a motion to compel arbitration must be granted unless it can “be said with positive assurance that the arbitration [agreement] is not susceptible of an interpretation that covers the asserted dispute.” *AT&T Techs., Inc. v. Commc’ns Workers of Am.*, 475 U.S. 643, 650 (1986) (citation and quotations omitted). The 2010 PSAs govern the relationship between DBC, ASH, and ASH’s payor customers, including Elevance Health. As part of that relationship, members of a payor’s health plan may seek services from DBC. When DBC seeks reimbursement for those services from the payor, it must do so consistent with the terms of the agreement with ASH. The arbitration agreement plainly covers any disputes “arising out of or relating to” the ASH agreement. This language is unambiguous, signals the parties’ clear “intent to arbitrate a broad scope of claims,” and requires that DBC’s claims be referred to arbitration. *See Bekele*, 199 F. Supp. 3d at 313 (“The use of phrases such as “arising under” or “arising out of” in an arbitration provision generally indicates an intent to arbitrate a broad scope of claims.”); *see also, e.g., Larkin v. Williams, Woolley, Cogswell, Nakazawa & Russell*, 90 Cal. Rptr. 2d 195, 197 (Cal. App. Ct. 1999) (“The arbitration clause at issue is very broad. It extends to ‘[a]ny controversy or claim arising out of or relating to any provision of this [partnership] [a]greement or the breach thereof’”).

DBC's claims fall squarely within the arbitration provision of the 2010 PSAs, which require arbitration for any claims related to the 2010 PSAs if ASH's agreement with the Payor. Hicks Decl. Ex. 1-4. The constant refrain throughout DBC's Complaint is that Elevance Health's conduct has reduced reimbursement rates paid to DBC. Am. Compl. ¶ 334 (Plaintiffs' sustained injury is "reciev[ing] lower payments for performing OON healthcare services"); ¶ 357 ("repriced amount was significantly lower than the original invoiced amount"); ¶ 362 (Commercial Payer and Zelis conduct resulting in "reduced payment amount"); ¶ 394 ("Plaintiffs . . . will continue to be [] injured by receiving lower payments for OON healthcare claims than they would have received absent the conspiracy.") (Dkt. No. 39). The very purpose of the contract between DBC and ASH was to provide a comprehensive contractual framework for Elevance Health's and other payor's reimbursements to DBC. DBC's attempt now to recover greater reimbursement is therefore clearly "related to" the contract. That is true even if DBC could identify any relevant reimbursements from Elevance Health's affiliate that were not eligible for the specific negotiated rates set out in the ASH contract. The ASH contract, by its plain terms, also addresses reimbursement on an "out-of-network" basis. *See, e.g.*, Hicks Decl., Ex.1-3, at 2.03.6 (stating that when a chiropractor within a Credential Chiropractic Facility is not a Contracted Chiropractor, reimbursement for service must be paid in cash "or under specific provisions of the Chiropractic Benefit Plan providing for reimbursement of services from a non-contracted licensed chiropractor."). DBC's claims regarding out-of-network reimbursement are therefore clearly "related to" the ASH contract as well.

Further, as the First Circuit has recognized, antitrust claims are not immune from arbitration—they are just as much subject to an agreement to arbitrate as any other. *See Kristian v. Comcast Corp.*, 446 F.3d 25, 64–65 (reversing and remanding district court's decision that arbitration provisions do not apply to plaintiffs' antitrust claims).

DBC also seeks injunctive relief in the instant action. While the arbitration provision in the 2010 PSAs have a carveout that allows an action for injunctive relief to be filed in state or federal court in San Diego, California, *see* Hicks Decl., Ex. 1 and 2, § 17.07, the agreement expressly provides that “in no event may any party seek any monetary award from the other party in any proceeding filed in state or federal court seeking injunctive relief.” *Id.* Here, DBC is seeking both damages and injunctive relief in a court over three thousand miles from San Diego. Based on the plain language of the agreement, DBC may not bring claims for monetary relief in court and it may only bring claims for equitable relief before a state or federal Judge in San Diego. Therefore, if DBC wishes to proceed with its injunctive relief claims, it must sever them from its monetary damages claims, and bring them in state or federal court in San Diego. The remaining claims for monetary damages must be arbitrated.

In summary, should the Court consider the arbitrability of DBC’s claims against Elevance Health, contrary to the clear and unmistakable agreement to delegate these issues to the arbitrator, the Court should compel DBC to bring its monetary claims against Elevance Health in arbitration, and compel DBC to bring its injunctive relief claims in state or federal court in San Diego.

IV. This Action Should Be Stayed Pending Completion of Arbitration.

If the Court compels DBC to arbitrate its claims, a stay of DBC’s claims against Elevance Health in this Court is mandatory. *See* 9 U.S.C. § 3; *Smith v. Spizzirri*, 601 U.S. 472, 478 (2024) (“When a district court finds that a lawsuit involves an arbitrable dispute, and a party requests a stay pending arbitration, § 3 of the FAA compels the court to stay the proceeding.”); *see also e.g.*, *McCabe v. Ford Motor Co.*, 774 F. Supp. 3d 332, 342 (D. Mass. 2025); *Watkins v. Musk*, No. 24-cv-11384, 2025 WL 1661950, at *10 (D. Mass. June 12, 2025).

CONCLUSION

For all of the reasons stated herein, the Court should grant Defendants' motion to compel arbitration of the claims asserted by DBC and stay proceedings pending arbitration.

Dated: August 11, 2025

Respectfully submitted,

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