

1 Robert G. Schaffer (ASBN #017475)  
2 **ROBERT G. SCHAFFER, PLC**  
3 13220 North Scottsdale Road, Suite 1055  
4 Scottsdale, AZ 85254-0113  
5 Email: rschaffer@rgslawfirm.com  
6 Phone: (602) 448-5642

7 Jamie R. Kurtz (Admitted *pro hac vice*)  
8 JKurtz@robinskaplan.com  
9 Paul D. Weller (Admitted *pro hac vice*)  
10 PWeller@robinskaplan.com  
11 Munir R. Meghjee (Admitted *pro hac vice*)  
12 MMeghjee@robinskaplan.com  
13 Marcus A. Guith (Admitted *pro hac vice*)  
14 MGuith@robinskaplan.com  
15 Kyle D. Nelson (Admitted *pro hac vice*)  
16 KNelson@robinskaplan.com  
17 Alexa R. Ely (Admitted *pro hac vice*)  
18 AEly@robinskaplan.com

19 **ROBINS KAPLAN LLP**  
20 800 LaSalle Ave, Suite 2500  
21 Minneapolis, MN 55402  
T: (612) 349-8500  
F: (612) 339-4181

**UNITED STATES DISTRICT COURT  
DISTRICT OF ARIZONA  
PHOENIX DIVISION**

United Healthcare Services, Inc.;  
UnitedHealthcare Insurance Company; and  
UMR, Inc.,

Plaintiffs,

vs.

Radiology Partners, Inc.; and Sonoran  
Radiology, Ltd.,

Defendants.

Case No.: 2:25-cv-02862-PHX-GMS

**PLAINTIFFS' RESPONSE TO  
DEFENDANTS' NOTICE OF  
SUPPLEMENTAL AUTHORITY**

1 United respectfully disagrees with Defendants’ supplemental authority—*Anthem Blue*  
2 *Cross Life & Health Ins. Co. v. HaloMD LLC*, No. 8:25-cv-01467, 2026 WL 982629 (C.D. Cal.  
3 Apr. 9, 2026) (“*HaloMD*”)—and the Court should decline to follow it. In any event, *HaloMD* is  
4 readily distinguishable and provides no basis for dismissal here.

5 As an initial matter, Defendants waived any argument based on the NSA’s purported  
6 limits on judicial review by failing to raise it in their opening brief. *See* D.E. 23. It is well-settled  
7 that arguments raised for the first time in a notice of supplemental authority are not properly  
8 before the Court. *See Beauregard v. Washington*, 551 F. App’x 349, 350 (9th Cir. 2014) (“we  
9 do not consider any arguments raised for the first time in these citations of supplemental  
10 authorities”). The Court should therefore disregard Defendants’ belated reliance on *HaloMD* for  
11 this purpose.

12 In any event, and more importantly, United’s claims extend well beyond the IDR process  
13 and therefore are not barred by the NSA’s limits on judicial review, if any. The claims in *HaloMD*  
14 were **solely** predicated on the alleged improper initiation of IDR proceedings. 2026 WL 982629 at  
15 \*9–10. Here, however, United asserts independent claims for fraudulent billing conduct that do  
16 not depend on reviewing IDR eligibility decision or payment determinations. Compl. ¶¶ 84–111.  
17 United alleges a longstanding pass-through billing scheme—**predating the NSA**—in which  
18 Defendants submitted claims under a different medical groups’ TIN to obtain out-of-network  
19 reimbursement for in-network services. *Id.* These claims arise from misrepresentations when the  
20 claims were submitted to United: Defendants improperly billed the services as out-of-network—  
21 securing reimbursements far exceeding what they were entitled to. United’s claims related to the  
NSA IDR proceedings are in addition to United’s core claim—i.e., Defendants compounded the  
damages they caused to United by obtaining excessive reimbursements based on their improper  
claim submissions by later obtaining additional awards and fees through the inapplicable IDR  
process for **some** of those claims. Accordingly, even if the NSA limits judicial review of certain

1 IDR decisions or determinations, it does not foreclose United’s claims based on fraudulent billing  
2 that is independent of, and antecedent to, the IDR process.

3 Finally, United alleges that Defendants’ scheme was concealed and not discoverable during  
4 the IDR process. D.E. 1 (“Compl.”) ¶¶ 186–192, 254–258. Thus, *HaloMD* is inapplicable to the  
5 extent that it hinges on the court’s finding that the plaintiff in that matter knew about defendants’  
6 misrepresentations during the IDR process.<sup>1</sup>

6 **CONCLUSION**

7 For all of these reasons, *HaloMD* is materially distinguishable, does not address the core  
8 allegations presented here, and provides no basis for dismissal.

9 Dated: April 22, 2026

By: /s/ Jamie R. Kurtz

10 **ROBERT G. SCHAFFER, PLC**

11 Robert G. Schaffer  
12 rschaffer@rgslawfirm.com  
13 (602) 448-5642  
14 13220 North Scottsdale Road  
Suite 1055  
Scottsdale, AZ 85254-0113

15 *and*

**ROBINS KAPLAN LLP**

16 Jamie R. Kurtz\*  
17 JKurtz@robinskaplan.com  
Paul D. Weller\*  
PWeller@robinskaplan.com  
18 Munir R. Meghjee\*  
MMeghjee@robinskaplan.com  
19 Marcus A. Guith\*  
MGuith@robinskaplan.com  
20 Kyle D. Nelson\*  
KNelson@robinskaplan.com  
21 Alexa R. Ely\*

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<sup>1</sup> United takes no position here on the legal accuracy of the *HaloMD* court’s ruling, which is already on appeal.

1 AElly@robinskaplan.com  
800 LaSalle Avenue, Suite 2800  
2 Minneapolis, MN 55402  
T: (612) 349-8500  
F: (612) 339-4181

3 \*Admitted *pro hac vice*

4 *Attorneys for Plaintiffs*

5  
6 **CERTIFICATE OF SERVICE**

7 The undersigned hereby certifies, under penalty of perjury under the laws of the State of  
8 Arizona that I electronically filed the foregoing document with the Clerk of the Court using the  
9 CM/ECF system which will send notification of such filing to the following:

10 Glenn Solomon  
Christopher Charles Jew  
William Mavity  
11 KING & SPALDING LLP  
633 West Fifth Street, Suite 1600  
Los Angeles, CA 90071  
12 Telephone: (213) 443-4355  
Facsimile: (213) 443-4310  
13 gsolomon@kslaw.com  
cjew@kslaw.com  
wmavity@kslaw.com

14 Sara Brinkmann  
KING & SPALDING LLP  
15 1100 Louisiana Street, Suite 4100  
Houston, TX 77002-5213  
16 Telephone: (713) 751-3200  
Facsimile: (713) 751-3290  
sbrinkmann@kslaw.com

17 Connor R. Brewer  
KING & SPALDING LLP  
18 2601 Olive Street, Suite 2300  
Dallas, TX 75201  
19 Telephone: (214) 764-4420  
Facsimile: (214) 764-4601  
cbrewer@kslaw.com

20  
21 /s/ Robert G. Schaffer