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UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

AETNA NETWORK SERVICES LLC, AETNA LIFE INSURANCE COMPANY, *Plaintiffs,* v. AMIT POONIA, ADITY SHARMA, SPRINGFIELD SURGERY CENTER LLC, PARK AVENUE SURGERY CENTER LLC, BROOKLINE SURGERY CENTER LLC, INTERVENTIONAL PAIN MANAGEMENT AND ORTHO-SPINE CENTER LLC, NEW YORK INTERVENTIONAL PAIN MANAGEMENT, P.C., and PREMIER ANESTHESIA GROUP, P.C., *Defendants.*	Case No. 26-cv-6623 ***DOCUMENT ELECTRONICALLY FILED VIA CM/ECF***

NOTICE OF MOTION TO DISMISS PLAINTIFF'S COMPLAINT
PURSUANT TO FED. R. CIV. P. 12(b)(1) AND 12(b)(6)

PLEASE TAKE NOTICE that on this 28th day of August 2026, Defendants Amit Poonia, M.D. ("**Dr. Poonia**"), Adity Sharma, M.D. ("**Dr. Sharma**"), Springfield Surgery Center LLC ("**Springfield**"), Park Avenue Surgery Center LLC ("**Park Avenue**"), Brookline Surgery Center LLC ("**Brookline**"), Interventional Pain Management and Ortho-Spine Center LLC ("**IPM**"), New York Interventional Pain Management, P.C., ("**NYIPM**"), and Premier Anesthesia Group, P.C. ("**Premier**") (hereinafter and collectively, the "**Defendants**"), by and through their undersigned counsel, Mandelbaum Barrett PC, hereby move pursuant to Fed. R. Civ. P. 12(b)(1) and 12(b)(6), to dismiss the complaint ("**Complaint**") of Plaintiffs Aetna Network Services LLC and Aetna Life Insurance Company's (collectively, "**Aetna**" or "**Plaintiff**"), before the Honorable Esther Salas, United States District Judge, in Courtroom 5A at the Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07102. In support of their motion, Defendants shall rely on the accompanying Memorandum of Law and any Reply that Defendants shall submit pursuant to L. Civ. R. 7.1(d)(3). A proposed order is enclosed herewith.

Respectfully submitted,

/s/ Todd M. Nosher
Todd M. Nosher, Esq.

MANDELBAUM BARRETT PC
Attorneys for Defendants

CERTIFICATE OF SERVICE

The undersigned hereby certifies that copies of Defendants' Notice of Motion to Dismiss, as well as all accompanying documents, were served on all counsel of record via CM/ECF on this 28th day of August 2026.

Respectfully submitted,

/s/ Todd M. Nosher
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AETNA NETWORK SERVICES LLC, AETNA LIFE INSURANCE COMPANY, *Plaintiffs,* v. AMIT POONIA, ADITY SHARMA, SPRINGFIELD SURGERY CENTER LLC, PARK AVENUE SURGERY CENTER LLC, BROOKLINE SURGERY CENTER LLC, INTERVENTIONAL PAIN MANAGEMENT AND ORTHO-SPINE CENTER LLC, NEW YORK INTERVENTIONAL PAIN MANAGEMENT, P.C., and PREMIER ANESTHESIA GROUP, P.C., *Defendants.*	Case No. 26-cv-6623 ***DOCUMENT ELECTRONICALLY FILED VIA CM/ECF***

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INTRODUCTION

Plaintiff, one of the largest health insurers in the country, is attempting to unwind 984 binding arbitration awards (the "**Disputed Awards**") that it was ordered to pay following independent dispute resolution ("**IDR**") proceedings held pursuant to and in strict accordance with the federal No Surprises Act ("**NSA**") dating back to 2022. But under the NSA's statutory framework, and a growing wave of decisions from courts throughout the country, Aetna cannot upend final IDR awards in this Court or any other forum.

Aetna joins a growing list of carriers who have tried (and failed) to overturn adverse NSA arbitration awards through litigation.[2] *See, e.g.*, *Anthem Blue Cross Life & Health Ins. Co. v. HaloMD LLC*, 2026 WL 982629, at *3 (C.D. Cal. Apr. 9, 2026); *UnitedHealthcare Ins. Co. v.*

[1] Defendants intend to separately move to stay discovery pending the Court's adjudication of the present Motion. *Mann v. Brenner*, 375 F. App'x 232 (3rd Cir. 2010) (a purpose of Rule 12 is to streamline litigation by dispensing with needless discovery and fact finding). A stay is imperative when, as is the case here, there are serious questions over standing and jurisdiction. *Wilson v. Select Portfolio Servicing, Inc*., 2026 WL 2171573, at *1 (D.N.J. June 28, 2026) (a case "cannot proceed without subject matter jurisdiction.").

[2] The insurance carriers seemingly have no issue with any IDR awards they won.

Maui Mem'l Emergency Med. Assocs., Inc., 2026 WL 1965882, at *3 (D. Haw. July 7, 2026). In fact, Aetna itself has already failed in making similar challenges. *Aetna Health Inc. v. Radiology Partners, Inc*., 2026 WL 1556164, at *4 (M.D. Fla. Apr. 16, 2026). The Middle District of Florida made clear, in its dismissal of Aetna's prior case, that "Aetna's attempt to end-around the NSA and FAA strictures is preempted" and "[t]he NSA adopts the ferocity of the FAA in defending arbitration awards." *Id*. And just last month, the Northern District of Georgia summarized a carrier's unavailing challenge in perhaps the best way yet, holding:

> The Court notes that the Plaintiff argues that it loses a lot of IDR arbitrations. For example, it says that of the 228 IDRs the Defendants initiated on May 3, 2024, the Plaintiff lost 192. It cites CMS data that Providers prevailed in 85% of IDR payment determinations. It is highly improbable to infer from these facts that there is a vast conspiracy of providers and IDREs that have conspired to defraud the Plaintiff of millions of dollars in thousands of NSA IDR proceedings over many years. It is highly plausible to infer that the Plaintiff engages in a consistent practice of submitting lowball offers to out-of-network providers in an effort to maximize its profits. This conclusion is reinforced by the generality and conclusory nature of the Plaintiff's fraud claims and failure to comply with Rule 9(b) as noted above.

Blue Cross Blue Shield Healthcare Plan of Georgia, Inc. v. HaloMD, 2026 WL 2017291, at *1 (N.D. Ga. July 10, 2026).

Indeed, this perfect summary describes the case at hand where Aetna is trying to fix a problem of its own making. Carriers, like Aetna, can no longer run roughshod over providers with the NSA IDR system now in place. Independent arbiters are increasingly finding offers from the insurance industry to be unreasonable; choosing, instead, the more reasonable offers of the physicians themselves. Apparently, Aetna is not pleased with this new oversight.

But that is not all. Plaintiff is also trying to claw back over ten thousand *other* non-descript and ambiguous claim payments (the "**Disputed Claim Payments**") (together with the Disputed Awards, the "**Disputed Amounts**") it has allegedly made to various Defendants dating back to 2022. It seeks to recover these amounts by vaguely suggesting they were fraudulently procured through a far-fetched RICO conspiracy. *See* Complaint ¶ 60 ("Defendants collected tens of millions of dollars in reimbursement for out-of-network services from Aetna to which they were not entitled by engaging in thousands of self-referrals from their in-network Surgery Centers to their out-of-network [] practices and out-of-network providers."); ¶ 81 ("a spreadsheet identifying some of these out-of-network payments is attached hereto as Exhibit S."); ¶ 121 ("Aetna did in fact rely on ICO [sic] Defendants' misrepresentations each time Aetna made payment on the fraudulently inflated claims.").

However, Exhibit S, upon which Aetna relies,[3] is 238 pages long with over 12,000 rows and 156,000 entries listed. In other words, Aetna is challenging 12,000+ Disputed Amounts through causes of action sounding in fraud that require it to plead each element with particularity. But the Complaint comes nowhere close to this requirement. Aside from being prolix and unwieldy on their face, the pleading and its exhibits, including Exhibit S, fail to aver sufficient facts supporting each alleged fraud against each Defendant. In fact, large portions of Exhibit S appear to concede that such information is either "not available" or "[not] applicable."

Given Plaintiff's fatally defective Complaint, Defendants and this Court are left with the impossible task of trying to decipher the scope and substance of Plaintiff's boundless claims. But that is not the law. Indeed, it is Plaintiff's burden to plead all claims with the sufficiency required

[3] Aetna suggests that Exhibit S contains only *some* of the Disputed Payments. It remains unclear how many actual Disputed Payments exist beyond the 12,000+ listed.

by *Iqbal*, *Twombly* and their progeny. But even from the defective Complaint, one thing is clear: Aetna is trying, once again, to overturn almost a thousand final NSA IDR awards, which is prohibited as a matter of law.

SUMMARY OF ARGUMENT

A full dismissal of Plaintiff's Complaint is warranted for at least the following reasons pursuant to Fed. R. Civ. P. 12(b)(1) and 12(b)(6).

First, Plaintiff's claims as to the Disputed Awards are prohibited by the NSA and its strict limitations on judicial review. *See* 42 U.S.C. § 300gg-111(c)(5)(E)(i). Congress was unequivocal that IDR awards "shall not be subject to judicial review, except in a case described in any of paragraphs (1) through (4) of section 10(a) of title 9 [the FAA]," which provides a narrow set of grounds to *vacate* final arbitration awards. 42 U.S.C. § 300gg-111(c)(5)(E)(i). Aetna fails to meet any of these grounds. In fact, Plaintiff does not even assert a vacatur claim in a dispositive procedural error. Thus, much like its prior attempts to upend IDR awards in other courts, Aetna's claims fail here too.

Second, Plaintiff's claims fall well short of Rule 9's heightened pleading requirements for allegations sounding in fraud. Aetna is seeking to recover tens of thousands of Disputed Amounts, suggesting they were procured by a RICO Enterprise through fraudulent means. *See, e.g.*, Complaint ¶ 107 (alleging the Disputed Awards were procured by fraud); ¶ 108 (alleging the Disputed Payments were procured by fraud). But Aetna does not even allege sufficient information for Defendants to completely identify the Disputed Amounts, let alone describe with particularity the facts of the alleged fraud for *each claim* and *each Defendant*.

Third, the Complaint fails Rule 8(a)'s requirement for a short, plain statement. Outside of a handful of deficient exemplars involving IDR awards (*see* Complaint ¶ 82), the Complaint relies

on Exhibit S to identify the Disputed Amounts. But Exhibit S, which appears to be an Aetna-created spreadsheet, is prolix on its face. It contains 12,000+ rows, 13 columns and over 156,000 entries in total. And much of this information is indecipherable or otherwise irrelevant, including many undefined Aetna-created abbreviations and identifiers. As a result, Defendants and the Court are left trying to piece together Aetna's allegations from an incoherent and unwieldy exhibit.[4]

Fourth, the Complaint is a textbook group pleading that makes it impossible to follow the eight named Defendants—and what they are each alleged to have done in connection with each cause of action asserted.

Fifth, Plaintiff's state and common law claims are preempted as they conflict with the text and purpose of the NSA and the Employee Retirement Income Security Act of 1974 ("**ERISA**"). Federal law preempts state laws when they stand as an obstacle to the purpose and objectives of Congress. Plaintiff's state law claims frustrate the objectives of the NSA's IDR process and seek to upend the NSA's limitations on judicial review. The same holds true for ERISA.

Sixth, the Complaint fails on standing grounds. Plaintiff cannot satisfy Article III's traceability requirement for at least its claims involving the Disputed Awards. And certain claims are admittedly not ripe and, therefore, cannot be considered by this Court. Complaint ¶¶ 67–69.

Seventh, the Complaint lacks the basic elements required to state a claim upon which relief can be granted. Each of Plaintiff's remaining counts, *i.e.*, (1) the New Jersey Insurance Fraud Prevention Act ("**IFPA**"); (2) common law fraud; (3) federal and New Jersey state RICO claims; (4) unjust enrichment; and (5) tortious interference, are insufficiently pled under controlling authority and otherwise cannot be pled under the operative law of those claims and the facts of this

[4] Exhibit S seemingly contains internal Aetna reference codes and/or undefined abbreviations and identifiers that are indecipherable to a non-Aetna reader.

case. The Complaint also rests on conclusory and unsupported averments and repeatedly violates the basic tenets of pleading.

Eighth, the Complaint violates the *Noerr-Pennington* doctrine. Defendants are immunized from Plaintiff's claims, at least as to the Disputed Awards. NSA IDR is the very type of quasi-litigation and petitioning activity that is protected. Aetna's attempts to chill Defendants' rights to petition under the NSA must be rejected in their entirety.

And ***ninth***, all claims against the individual physicians, Dr. Poonia and Dr. Sharma, must be dismissed because Plaintiff does not and cannot allege that they were actual parties to either the underlying IDR proceedings or carrier agreements—which they were not. Plaintiff's own exhibits confirm this point. Nor does Aetna sufficiently allege that the physicians did anything, individually and specifically, other than provide medical services. And it certainly does not plead any cause of action sounding in fraud against either individual defendant. That Aetna not only named Drs. Poonia and Sharma to this suit—but listed them as lead defendants in an unavailing and defective RICO Complaint—indicates a clear motive of harassment.

FACTUAL BACKGROUND

Congress passed the No Surprises Act in 2020 to address, *inter alia*, surprise medical bills. *GPS of New Jersey M.D., P.C. v. Horizon Blue Cross & Blue Shield*, No. 22-cv-6614, 2023 WL 5815821, at *2 (D.N.J. Sept. 8, 2023). Congress realized the need for an efficient process to resolve disputes between insurers and providers. Its solution was the IDR system.

Experienced and certified neutrals ("**IDREs**") oversee arbitrations and render final decisions in strict accordance with the requirements set by Congress. 42 U.S.C. § 300gg-111(c). As a critical part of the NSA, Congress barred judicial review of IDRE determinations, except in very limited cases where vacatur is permitted under the FAA. *See* 42 U.S.C. § 300gg-

111(c)(5)(E)(i). These limits were imperative in protecting our courts from being overrun by IDR challenges.

Prior to the NSA, providers were often dissuaded from challenging unreasonable claim payments by insurers for fear of litigation costs in state or federal court. Now, providers can take part in the IDR process to efficiently arbitrate payment disputes. Despite their extensive lobbying, the insurance industry has apparently become unhappy with this new Congressional check. But rather than take issue with the legislation itself, carriers have chosen to fight the IDR system by way of collateral attacks in federal court. But the Courts have resoundingly rejected the carriers' efforts to circumvent the NSA's statutory limitations on judicial review.

LEGAL AUTHORITY

A. 12(b)(1) Subject Matter Jurisdiction.

Once a Rule 12(b)(1) challenge is raised, the burden shifts to the plaintiff to demonstrate subject matter jurisdiction. *Towaki Komatsu v. NYP Holdings, Inc.*, 2013 WL 504602, at *1 (D.N.J. Feb. 7, 2013). In considering dismissal for lack of subject-matter jurisdiction, a district court's focus is not on whether the factual allegations entitle a plaintiff to relief but, rather, on whether the court has jurisdiction to hear the claim. *Maertin v. Armstrong World Indus., Inc*., 241 F. Supp. 2d 434, 445 (D.N.J. 2002). This is a threshold issue because a case "cannot proceed without subject matter jurisdiction." *Wilson*, 2026 WL 2171573, at *1. Plaintiff-specific standing challenges, like those asserted here, are properly raised in dismissal motions pursuant to Rule 12(b)(1). *Anderson v. Gannett Co*., 2023 WL 3604656, at *6 (D.N.J. May 23, 2023).

B. 12(b)(6) Failure to State a Claim.

A complaint must allege "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) (quoting *Bell Atl.*

Corp. v. Twombly, 550 U.S. 544, 570 (2007)). This requires plaintiff to provide "more than labels and conclusions, and a formulaic recitation of the elements." *Twombly*, 550 U.S. at 555. Although a plaintiff's allegations of material fact are taken as true and construed in the light most favorable to the plaintiff, conclusory allegations of law and unwarranted inferences are insufficient to defeat a motion to dismiss for failure to state a claim. *Id.* at 557.

A court is not bound to accept as true legal conclusions couched as factual allegations. *Papasan v. Allain*, 478 U.S. 265, 286 (1986). Deciding whether a complaint states a plausible claim for relief is a context-specific task that requires the court to draw on its judicial experience and common sense. *Id.*; *Twombly*, 550 U.S. at 555-56. A plaintiff's obligation to provide the grounds for relief requires more than labels and conclusions, and a formulaic recitation of a cause of action's elements will not do. *Twombly*, 550 U.S. at 555.

C. <u>Heightened Pleading Standard for Claims Sounding in Fraud.</u>

Claims sounding in fraud are subject to Rule 9(b)'s heightened pleading standard, which, notably, is "[i]ndependent of the standard applicable to Rule 12(b)(6) motions." *In re Rockefeller Ctr. Props., Inc. Sec. Litig*., 311 F.3d 198, 216 (3d Cir. 2002). To meet this threshold, a complaint must provide sufficient details to put the defendant on notice of the precise misconduct with which it is alleged. *Id*. at 201. Rule 9(b) requires a plaintiff to allege, at a minimum, the "essential factual background that would accompany the first paragraph of any newspaper story—that is, the 'who, what, when, where and how' of the events at issue." *In re Suprema Specialties, Inc. Sec. Litig*., 438 F.3d 256, 276–77 (3d Cir. 2006). This same heightened standard applies to all other claims predicated on fraud. *See, e.g.*, *In re Ins. Brokerage Antitrust Litig*., 618 F.3d 300, 347 (3d Cir. 2010). Rule 9(b)'s heightened pleading standard "ensure[s] that defendants are placed on notice of

the precise misconduct with which they are charged, and to safeguard defendants against spurious charges of fraud." *Craftmatic Sec. Litig. v. Kraftsow*, 890 F.2d 628, 645 (3d Cir. 1989).

ARGUMENT

A. Plaintiff's Claims Are Barred by Statute.

Plaintiff's claims, at least as to the Disputed Awards, are prohibited by the NSA's strict limitations on judicial review as defined by 42 U.S.C. § 300gg-111(c)(5)(E)(i). Congress made clear that IDR awards "shall not be subject to judicial review, except in a case described in any of paragraphs (1) through (4) of section 10(a) of title 9 [the FAA]," which provides the few, narrow grounds on which a party can attempt to vacate final arbitration awards. *Id*. Plaintiff does not meet those strict requirements here.

As a threshold matter, Plaintiff does not even plead a vacatur claim. Its challenge to the Disputed Awards, therefore, fails on procedural grounds. *See, e.g.*, *GPS of New Jersey MD, P.C. v. Aetna, Inc*., 2024 WL 414042, at *2 (D.N.J. Feb. 5, 2024); 9 U.S.C. § 6. It is "procedurally improper for [a] plaintiff to proceed by way of a complaint…in seeking to vacate the arbitration award entered by [an IDR panel]." Instead, "the proper procedure…is for the party seeking to vacate an arbitration award to file a motion to vacate." *Id*. With no vacatur pled, this Court has nothing to act upon and cannot issue a decision in the face of an unvacated arbitration award.

Putting aside this fatal procedural flaw, Plaintiff's argument is also substantively defective. A party seeking to vacate an arbitration award under the FAA may only do so: (1) where the award was procured by corruption, fraud, or undue means; (2) where there was evident partiality or corruption in the arbitrators, or either of them; (3) where the arbitrators were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause shown, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any

party have been prejudiced; or (4) where the arbitrators exceeded their powers, or so imperfectly executed them that a mutual, final, and definite award upon the subject matter submitted was not made. *See* 9 U.S.C. § 10. While Plaintiff's allegations appear to be limited to subsection 1 *supra*, *i.e.*, procurement by fraud, none of the foregoing bases apply here. And none are sufficiently alleged in the Complaint.

For the vacatur prong based on "corruption, fraud, or undue means," courts apply a rigorous three-part test. A plaintiff must establish: "(1) the existence of fraud by clear and convincing evidence, (2) that the fraud was not discoverable with the exercise of due diligence, and (3) that the fraud materially relates to an issue in the arbitration." *Int'l Brotherhood of Teamsters, Local 701 v. CBF Trucking, Inc*., 440 F. App'x 76, 78 (3d Cir. 2011). "[F]raud requires a showing of bad faith during the arbitration proceedings, such as bribery, undisclosed bias of an arbitrator, or willfully destroying or withholding evidence." *Guardian Flight, L.L.C. v. Med. Evaluators of Tex. ASO, L.L.C.*, 140 F.4th 613, 621 (5th Cir. 2025). "'Undue means' 'connotes behavior that is immoral if not illegal.'" *Id*. A pleading shall identify intentional malfeasance to meet the high threshold for vacatur. *See e.g., Guardian Flight*, 140 F.4th at 621. But none of these egregious acts are alleged in the Complaint. Nor could they be alleged by Aetna, as each of the disputed IDR proceedings were properly held before certified neutral arbiters with the full participation of Plaintiff.

Moreover, the pleading itself demonstrates that the alleged fraud was discoverable "with the exercise of due diligence," thereby sinking Aetna's claims in their entirety. Aetna suggests that "Defendants' improper billing scheme began in 2022 (after the NSA was enacted) and continued until Aetna terminated the Facility Agreement effective March 27, 2026 [] after discovering Defendants' fraud in or about February/March 2026." Complaint at ¶80.

Aetna further states that "[t]he Surgery Centers failed to notify Aetna of their shared financial ownership interest in and operational relationship with NJ IPM, NY IPM, and Premier Anesthesia…" Complaint at ¶75. But the Complaint then cites publicly available information to allege that the individual defendants are "authorized officials" of NJ IPM, NY IPM and/or Premier. If Aetna believes any of the alleged acts were fraudulent (which they are not), the alleged fraud was readily discoverable from day one from a simple public records search.

Moreover, where the alleged fraud is not only discoverable, but discovered and brought to the attention of the arbitrators, "a disappointed party will not be given a second bit at the apple." *A.G. Edwards & Sons, Inc. v. McCollough*, 967 F.2d 1401, 1404 (9th Cir. 1992); *see, e.g.*, *Anthem Blue Cross Life*, 2026 WL 982629 at *3 ("Anthem has pleaded itself out of court, at least as to vacatur based on fraud, because the fraud was known during the IDR and disclosed to the IDRE."). In the IDR context, this includes challenges to eligibility which are part of the IDR process itself. *Id*. ("a key issue running through all of Plaintiff's independent causes of action—the eligibility of certain items or services for IDR under the NSA— was decided by the IDR entities, and Plaintiff does not dispute that it had an opportunity to challenge eligibility throughout those proceedings."); *Blue Cross Blue Shield of Texas v. HaloMD, LLC*, 2026 WL 1557492, at *1 (E.D. Tex. May 22, 2026). Stated differently, the issue of eligibility is addressed by the IDR in each arbitration and cannot serve as the basis for judicial review. *Blue Cross Blue Shield of Texas*, 2026 WL 1557492, at *4 ("inherent in the NSA's bar of judicial review of payment determinations is a limitation on the review of eligibility decisions.").

Therefore, Aetna's repeated arguments that the challenged "claim[s] would not have been eligible for submission through the IDR process" (*see, e.g.*, Complaint at ¶82) cannot support a claim of vacatur even if it was properly pled.

B. The Complaint Fails Rule 9's Particularity Requirement.

Claims of fraud must satisfy Rule 9(b) and be pled with particularity. This means identifying the who, what, when, where, and how of the fraud alleged. *MarkDutchCo v. Zeta Interactive Corp*., 2021 WL 3503805, at *5 (3d Cir. Aug. 10, 2021). Here, each of Aetna's ten causes of action sound in fraud and must, therefore, satisfy Rule 9(b). *Aetna Life Ins. Co. v. Maximum Med. & Rehab., LLC*, 2025 WL 1193782, at *5 (D.N.J. Apr. 23, 2025) ("Rule 9(b) also applies to claims under any legal theory whose supporting factual allegations sound in fraud."). But Aetna comes nowhere close to this threshold. In fact, none of the allegations of fraud are stated with particularity. Aetna's claims of fraud are based only on speculation and boilerplate, conclusory pleadings.

The factual allegations as to the Disputed Payments fall within two separate buckets: (1) the six exemplars of Paragraph 82; and (2) all remaining claims listed in the prolix spreadsheet of Exhibit S. Neither are sufficiently pled. Exemplars and spreadsheets do not make up for a plaintiff's pleading failures. Indeed, Courts have previously rejected similar efforts by insurance companies to satisfy the heightened pleading requirements of Rule 9(b) through the use of exemplar or sample allegations. *See, e.g.*, *Allstate Ins. Co. v. Advanced Health Pros., P.C*., 256 F.R.D. 49, 59 (D. Conn. 2008) ("Despite its length, the Amended Complaint fatally suffers from a dearth of actual facts in its allegations of fraud sufficient to satisfy Rule 9(b)…while the Amended Complaint alleges that…Exhibit 1 ... outlines [D]efendants' claim-specific fraudulent conduct, and details the specific nature of the misrepresentation(s) and/or other fraudulent content…it does not do either of these things.").

Aetna was advised of this shortcoming in a recent decision from this district. *See Maximum Med.*, 2025 WL 1193782 at *6. In dismissing Aetna's claims without prejudice, Judge Chesler held:

> The Amended Complaint lacks particular details of the scheme…In each count of the Amended Complaint, Plaintiff alleges that "[s]ince 2022, Defendants have perpetrated a scheme to defraud Aetna through the knowing submission of false insurance claims using deceptive revenue codes and place of service codes, all in an effort to recover facility fees to which they are not entitled." Plaintiff asserts that this scheme consists of over 550 fraudulent claims for facility fees, but only provides vague descriptions of unspecified "services" that Defendants provided in unspecified "fitness centers, chiropractic offices, and/or physical therapy centers" that lacked an ASC license. In a case asserting hundreds of fraud claims, at a minimum, Plaintiff should be able to provide the locations where services were provided that were not entitled to a facility fee and the nature of those facilities to put those entities on notice. General allegations that Defendants fraudulently billed for services rendered in "fitness centers, chiropractic offices, and/or physical therapy centers" is not even adequate under Rule 8 and Iqbal's pleading standard… Plaintiff's inclusion of merely two 'representative samples' of fraudulent claims, when Plaintiff contends it possesses every fraudulent claim, is insufficient. The fact that Plaintiff has the information necessary to inject precision into its pleadings, but chose not to, is a crucial distinction from [Aetna's cited caselaw].

Id. at 12–13 (internal citations omitted) (emphasis added). Critically, neither Aetna's exemplars, nor the 238-page spreadsheet of Exhibit S, explain the purported scheme of self-referrals in any meaningful detail. The spreadsheet does not even identify the location of alleged services. All of this is fatal to Aetna's pleading.

Aetna's IDR challenges fare no better under Rule 9(b). *See, e.g.*, *Reach Air Med. Servs. LLC v. Kaiser Found. Health Plan Inc*., 160 F.4th 1110, 1117 (11th Cir. 2025) ("Under Rule 9(b), claims of fraud must be pled with particularity, which means identifying the who, what, when, where, and how of the fraud alleged."). All of Aetna's IDR challenges rest on a single theory: the challenged claims were "eligible for IDR under the NSA because the services were provided by an out-of-network provider at an in- network facility…[h]ad Aetna been aware of the self-dealing scheme, it would have terminated the Facility Agreement, this claim would not have been eligible

for submission through the IDR process." This is insufficient. Without concrete alleged misrepresentations, Plaintiff's claims of fraud must be rejected. A provider making an IDR offer that Aetna believes is too high—but was chosen by the IDRE over Aetna's offer—is not fraud. To suggest otherwise is absurd.

C. The Complaint Violates Rule 8(a).

A complaint must contain "a short and plain statement of the claim showing that the pleader is entitled to relief." Fed. R. Civ. P. 8(a)(2). "Accordingly, prolix, unintelligible, speculative complaints that are argumentative, disjointed and needlessly ramble have routinely been dismissed." *Testa v. Dep't of Justice*, No. 21-18569, 2022 WL 3362583, at *1 (D.N.J. Jan. 18, 2022). Dismissal under Rule 8(a) is appropriate when the "complaint is so confused, ambiguous, vague, or otherwise unintelligible that its true substance, if any, is well disguised." *Muhammad v. U.S. States Bd. of Governors Postal Sys*., 574 F. App'x 74, 74 (3d Cir. 2014); *Coffey v. Sussex Cnty. Cmty. Coll*., 2026 WL 265547, at *4 (D.N.J. Feb. 2, 2026) ("[T]he complaint is not only verbose and lengthy, it is indisputably prolix and difficult to maneuver…[n]either this Court, nor any party, should have to wade through endless pages of narrative to discern the causes of action asserted and the relief sought.").

A pleading with unwieldy exhibits is often prolix. *See, e.g.*, *Targum v. Citrin Cooperman & Co., LLP,* 2013 WL 6087400, at *6 (S.D.N.Y. Nov. 19, 2013) ("The SAC is replete with problems. For one, the SAC—69 pages long with 104 pages of exhibits—is indisputably prolix."); *Redhawk Holdings Corp. v. Craig Invs., LLC*, No. 15 CIV. 9127, 2016 WL 3636247, at *3 (S.D.N.Y. June 24, 2016) ("The complaint, which is prolix beyond belief and has dozens of lengthy exhibits attached to it, is, frankly, a mess. It is largely incomprehensible, its copious detail notwithstanding.").

Aetna's Complaint is 452 pages inclusive of exhibits. The sheer volume of the Disputed Payments alone is unwieldy. Aetna seeks to recoup 12,000+ claim payments allegedly made over a four-year period. It alleges fraudulent procurement as to each payment. Although it must plead each alleged fraud with particularity, Plaintiff simply attaches a spreadsheet containing 156,000+ entries. It then leaves Defendants and this Court to decipher the pleadings and each of countless entries on its spreadsheet. This is height of prolix pleading.

D. <u>The Complaint Is an Improper Group Pleading.</u>

Courts routinely dismiss improper group pleadings. *See, e.g.*, *JD Glob. Sales, Inc. v. Jem D Int'l Partners, LP*, 2023 WL 4558885, at *7 (D.N.J. July 17, 2023). A court will dismiss a pleading when it does not place each defendant "on notice of the claims against each of them." *Id*. (quoting *Conserve v. City of Orange Twp*., 2022 WL 1617660, at *5 (D.N.J. May 23, 2022)). Conclusory allegations against defendants as a group, that fail to allege the personal involvement of any defendant, are insufficient to survive a motion to dismiss. *Bussinelli v. Twp. of Mahwah*, 2024 WL 3755914, at *3 (D.N.J. Aug. 12, 2024). "When several defendants are named in a complaint, plaintiff cannot refer to all defendants who occupied different positions and presumably had distinct roles in the alleged misconduct without specifying which defendants engaged in what wrongful conduct." *Id*.

The Complaint here is a textbook group pleading. It is impossible to decipher what the eight named defendants are alleged to have done individually in connection with each cause of action. The amorphous nature of Plaintiff's averments is fatal to the pleading. In fact, this is one of the more egregious examples of group pleading when viewed in comparison to the pleadings dismissed by courts in this district in the foregoing decisions. This is particularly true given the

asserted causes of action, which include complex RICO and fraud claims requiring a heightened level of pleading.

E. Plaintiff's State and Common Law Clams Are Preempted.

Aetna's state law claims frustrate the purpose and objectives of the NSA IDR process. They also contravene the NSA's strict limitation on judicial review. Congress created a nationally uniform and limited-review standard for IDR disputes. Allowing Aetna to use state law to collaterally attack the NSA regime would frustrate such uniformity. It would also subject the IDR system to the liability regimes of all the different states, with state courts and juries second-guessing final IDR determinations based on varying state law theories.

Speaking directly to this issue, a court in the Middle District of Florida recently dismissed similar claims by Aetna on preemption grounds, in holding:

> Aetna's attempt to end-around the NSA and FAA strictures is preempted. The NSA adopts the ferocity of the FAA in defending arbitration awards. The FAA preempts state law claims that would otherwise frustrate its purpose…. Because the NSA adopted those specific provisions of the FAA, Aetna's remaining claims must also fall—they are both preempted by the NSA and FAA and otherwise inadequate grounds to challenge the IDR awards. Regarding those claims yet to be submitted to the IDR, the Court is not empowered to take a preliminarily review. Indeed, Aetna possesses more than enough knowledge pertaining to their propriety and can, if appropriate, challenge those claims before the IDR.

Aetna Health Inc. v. Radiology Partners, Inc., 2026 WL 1556164, at *4 (M.D. Fla. Apr. 16, 2026) (internal citations and quotations omitted).

The same holds true for ERISA. Section 514(a) preempts "any and all state laws insofar as they may now or hereafter relate to any employee benefit plan." 29 U.S.C. § 1144(a). A state law "relates to" an ERISA plan if it has a connection with or reference to the plan. *Pilot Life Ins. Co. v. Dedeaux*, 481 U.S. 41, 47–48 (1987); *Shaw v. Delta Air Lines, Inc.*, 463 U.S. 85, 96–97 (1983). Exhibit S suggests that ERISA plans are likely at issue here. *See* Complaint at Exhibit S (*e.g.*,

EA37PWD4R00 for Poonia, E3JNMK68100 for Zachariah, E2Y2DVLPG00 for IPM).

The Third Circuit enforces Section 514(a)'s broad scope and courts dismiss state-law fraud and unjust-enrichment claims seeking recovery from ERISA plans. *See, e.g.*, *Menkes v. Prudential Ins. Co. of Am.*, 762 F.3d 285, 295–96 (3d Cir. 2014); *Plastic Surgery Ctr., P.A. v. Aetna Life Ins. Co.*, 967 F.3d 218, 240–241 (3d Cir. 2020). Therefore, at least Counts II, VII, and VIII–X are preempted to the extent they relate to ERISA plans.[5] Moreover, ERISA § 502(a)(3) supplies the exclusive remedy for a fiduciary seeking equitable recovery of overpayments, 29 U.S.C. § 1132(a)(3), and under complete preemption, claims within Section 502(a) are converted into federal ERISA claims. *Aetna Health Inc. v. Davila*, 542 U.S. 200, 208–09 (2004); *N.J. Carpenters & Millwrights Pension Fund v. Tishman Const. Corp.*, 760 F.3d 297, 302–03 (3d Cir. 2014).

Aetna has not pleaded an ERISA claim, identified any plan or plan term, alleged fiduciary standing, or sought equitable relief under Section 502(a)(3); its failure to plead under ERISA is independently fatal.

F. Plaintiff Lacks Standing.

Dismissal is also warranted for a lack of standing. To establish standing, a plaintiff must prove: (1) injury-in-fact, or a concrete and particularized harm to a legally protected interest; (2) causation, or a fairly traceable connection between the asserted injury-in-fact and the alleged actions of the defendant; and (3) redressability, or a non-speculative likelihood that the injury will be redressed by a favorable decision. But Aetna cannot satisfy Article III's traceability requirement.

Traceability refers to a "causal connection between the injury and the conduct complained of—the injury has to be fairly traceable to the challenged action of the defendant, and not the result

[5] Aetna's IFPA claim is preempted only by NSA.

of the independent action of some third party not before the court." *LTL Mgmt. LLC v. Emory*, 2024 WL 1928825, at *4 (D.N.J. Apr. 30, 2024). This requirement cannot be satisfied when the party's theory of injury is based on a "speculative chain of possibilities." *In re Samsung Data Sec. Breach Litig*., 761 F. Supp. 3d 781, 800 (D.N.J. 2025). But that is exactly what Aetna alleges here.

Aetna seeks to overturn IDR awards that were purportedly procured through fraud. Yet Aetna has no actual knowledge as to what statements, materials or information any defendant submitted to any IDRE because IDR is an *ex parte* process. Moreover, the fact determinations and rulings of the IDREs were necessary in creating the alleged harm. The IDREs are, therefore, a necessary condition of the harm's occurrence. The IDREs issue decisions based on a strict statutory framework and their review of the parties' submissions. And the adversarial nature of the arbitration process creates even further uncertainty. All this strips away any Article III traceability.

In addition, Aetna readily admits that certain claims are not ripe. *See, e.g*., Complaint at ¶¶87–89 ("[b]eginning in March 2026, Defendants expanded their scheme and began using Park Avenue SC and Brookline SC to continue their fraud, billing Aetna for at least $3,014,862… [b]ecause these claims are more recent, not all claims have been adjudicated internally within Aetna and Defendants have not yet had the opportunity to submit the claims that have been paid to the IDR process." Such claims cannot be considered by the Court. *Tex. v. U.S.*, 523 U.S. 296, 300 (1998) ("A claim is not ripe for adjudication if it rests upon contingent future events that may not occur as anticipated, or indeed may not occur at all.") (internal quotations omitted).

G. <u>The Complaint Fails to State a Claim Upon Which Relief Can be Granted.</u>

Each cause of action asserted is insufficiently pled as follows.

1. NJIFPA.

As detailed in Section B *supra*, Aetna must plead the "who, what, when, where, and how" of each alleged fraud. The IFPA further requires that the alleged "statement" contain "false or misleading information concerning any fact or thing material to the claim." N.J.S.A. 17:33A-4(a)(1). But the Complaint does not identify, on a claim-by-claim basis, which specific statements were false, which defendant made them, or how they were material.

Instead, the pleading lumps all eight defendants together and asserts generically that "Defendants presented or caused to be presented" claims "while knowing that such claims were not so eligible." Complaint at ¶ 99. This falls well short of the particularity required for 12,000+ disputed claims. Moreover, the IFPA's treble-damages provision requires a "pattern" of five or more "related violations." N.J.S.A. 17:33A-3, 7(b). But the Complaint only alleges this pattern in conclusory form unsupported by factual averment. And it does not tie five specific violations to any individual defendant as required.

2. Common Law Fraud.

Count II likewise fails. Under New Jersey law, common law fraud requires: (1) a material misrepresentation of fact; (2) knowledge or belief of its falsity; (3) intent that it be relied upon; (4) reasonable reliance; and (5) resulting damages. *Gennari v. Weichert Co. Realtors*, 148 N.J. 582, 610 (1997). Aside from the Rule 9(b) deficiencies described in Section B, the Complaint fails on at least three independent grounds.

First, the submission of a claim—whether to Aetna or through the IDR process—is not itself a misrepresentation of fact. It is a request for payment. The question of eligibility is for the insurer or, in the IDR context, the IDRE to determine.

Second, Aetna's reliance was not reasonable. Public records revealing any purported entity relationships—including NPI registrations, Secretary of State and Department of Health filings

and NJ IPM's own website listing the Surgery Center addresses—were available to Aetna throughout. *See* Complaint at ¶¶37–45. If the alleged "self-dealing" was discoverable from publicly available information that Aetna now cites in its Complaint, reliance on the purported misrepresentations cannot be reasonable as a matter of law.

Third, Aetna's causal theory—that it "would have terminated the Facility Agreement" and the claims "would not have been eligible for submission through the IDR process" (Complaint at ¶ 82)—is speculative and not a pleaded proximate cause. This counterfactual chain depends on a series of hypothetical actions Aetna might have taken, not actual reliance on a false statement.

3. RICO 18 U.S.C. § 1962(c).

Count III also fails on multiple independent grounds.

First, the Complaint does not satisfy the distinctness requirement of 18 U.S.C. § 1962(c). A RICO plaintiff must allege that the "person" who conducted the enterprise's affairs is distinct from the "enterprise" itself. *Cedric Kushner Promotions, Ltd. v. King*, 533 U.S. 158, 161 (2001). Aetna identifies the RICO "Enterprise" as Springfield SC, Park Ave SC, Brookline SC, NJ IPM, and NY IPM—all entities allegedly owned and controlled by Dr. Poonia and/or Dr. Sharma. Complaint at ¶113. But those same entities, together with Dr. Poonia and Dr. Sharma, are also the alleged RICO "persons." Complaint at ¶¶116–17, 122. Because the individual defendants are the sole owners, operators, and decision-makers of every entity in the Enterprise, the RICO "persons" and the "Enterprise" are not meaningfully distinct. *See In re Ins. Brokerage Antitrust Litig.*, 618 F.3d 300, 369–70 (3d Cir. 2010) (requiring meaningful distinction between RICO person and enterprise).

Second, the wire-fraud predicate acts are not pled with Rule 9(b) particularity. The Complaint alleges "thousands" of wire-fraud violations but offers only six exemplars in Paragraph

82—all following an identical rote template that recites the same counterfactual premise ("had Aetna been aware…it would have terminated"). This does not identify the specific fraudulent misrepresentation, the specific IDRE, or the particular defendant responsible for each act.

Third, the Complaint does not plead a "pattern" of racketeering activity as required by *H.J. Inc. v. Northwestern Bell Telephone Co.*, 492 U.S. 229, 239 (1989). A "pattern" requires "continuity plus relationship." The Complaint alleges a single, undifferentiated scheme—not multiple schemes with distinct objectives. Under the closed-ended continuity test, a scheme that ended when Aetna terminated the Springfield, Park Ave, and Brookline Facility Agreements does not demonstrate the required duration. And under the open-ended test, there is no threat of continuing activity because the contractual relationships underlying the alleged scheme have been terminated.

4. RICO Conspiracy 18 U.S.C. § 1962(d).

Count IV falls with Count III. Where the substantive RICO claim fails, the conspiracy claim necessarily fails as well. *See Lightning Lube, Inc. v. Witco Corp.*, 4 F.3d 1153, 1191 (3d Cir. 1993). Moreover, the Complaint's allegation that Defendants "knowingly agreed and conspired" (Complaint at ¶128) is entirely conclusory and does not allege particularized facts as to each defendant's knowing assent to commit predicate acts. *Iqbal*, 556 U.S. at 678.

5. NJ RICO.

Count V fails for many of the same reasons as Count III. Because Aetna bases its NJ RICO claim entirely on alleged violations of the federal wire fraud statute, the Rule 9(b) deficiencies discussed in Section H.3 apply with equal force here. *See Fox v. Cong. Fin. Corp. (In re Target Indus., Inc.)*, 328 B.R. 99, 123 (Bankr. D.N.J. 2005) (holding that NJ RICO claims predicated on mail or wire fraud must satisfy Rule 9(b)'s heightened pleading standard).

NJ RICO's broader statutory framework only underscores the inadequacy of the Complaint. Unlike federal RICO, N.J.S.A. § 2C:41-1(a) defines "racketeering activity" to include not only offenses qualifying under 18 U.S.C. § 1961(1), but also a wide range of New Jersey crimes, including theft by deception, N.J.S.A. 2C:20-4, computer-related theft, N.J.S.A. 2C:20-25, and health care claims fraud, N.J.S.A. 2C:21-4.3. *See* N.J.S.A. § 2C:41-1(a)(1).

Yet Aetna does not allege any state-law predicate offense. Instead, it relies exclusively on federal wire fraud under 18 U.S.C. § 1343, incorporated through N.J.S.A. § 2C:41-1(a)(2). Complaint ¶¶137–39. Having chosen to tether its NJ RICO claim entirely to federal wire fraud, Aetna inherits every Rule 9(b) pleading defect identified in Section H.3 while gaining none of the benefit of NJ RICO's broader catalogue of predicate offenses.

Nor does NJ RICO's more lenient pattern requirement salvage the claim. Although courts have recognized that NJ RICO's pattern test is generally "more flexible and generous to plaintiffs than the federal standard," *Emcore Corp. v. PricewaterhouseCoopers LLP*, 102 F. Supp. 2d 237, 252 (D.N.J. 2000), a plaintiff must still allege predicate acts that are sufficiently related and continuous. *See* N.J.S.A. § 2C:41-1(d).

Aetna fails in this regard. Rather than connecting particular predicate acts to particular defendants, it attributes the alleged misconduct to "Defendants" collectively. That impermissible group pleading, coupled with the failure to plead the underlying wire-fraud predicates with Rule 9(b) particularity, precludes any showing of a cognizable racketeering pattern, even under NJ RICO's more flexible standard.

6. <u>NJ RICO Conspiracy.</u>

A conspiracy claim under N.J.S.A. § 2C:41-2(d) requires allegations that each defendant knowingly agreed to further an enterprise whose affairs would be conducted through a pattern of

racketeering activity, including the commission of at least two predicate acts, although a conspirator need not personally commit, or agree to personally commit, those acts. *Marina Dist. Dev. Co. v. Ivey*, 216 F. Supp. 3d 426, 436 (D.N.J. 2016). But even under this standard, the Complaint's allegation that the racketeering activity 'could not have occurred without the consent and knowing collusion of each Defendant' (Complaint at ¶145) is precisely the type of conclusory group allegation that cannot survive *Iqbal*.

The Complaint alleges only that "Defendants" collectively participated in the alleged scheme, without pleading facts showing when, how, or with whom any particular defendant entered the alleged agreement or otherwise demonstrating that each defendant knowingly agreed to further the alleged racketeering enterprise. The same group-pleading deficiencies identified in Section E further underscore this failure.

7. Unjust Enrichment.

Count VII fails on two independent grounds.

First, as to the Surgery Center Defendants—Springfield, Park Ave, and Brookline—unjust enrichment cannot lie where an express contract governs the same subject matter. *VRG Corp. v. GKN Realty Corp.*, 135 N.J. 539, 554 (1994). The Facility Agreements govern the alleged payment relationship between Aetna and the Surgery Centers. The Complaint itself alleges that the Surgery Centers entered into detailed Facility Agreements with Aetna governing the terms of service and payment. *See* Complaint at ¶¶19, 26, 31. Unjust enrichment is unavailable as an alternative theory where, as here, the parties' relationship is defined by contract.

Second, as to the out-of-network defendants, the challenged payments were either made directly by Aetna as initial claim payments or ordered by IDREs pursuant to IDR final awards. In either case, the payments were not a gratuitous conferral of a benefit; they were made under legal

obligation. This defeats the "injustice" element. *See Iliadis v. Wal-Mart Stores, Inc.*, 191 N.J. 88, 110 (2007) (requiring that the enrichment be "unjust" under the circumstances).

Lastly, the NSA statutory bar described in Section A *supra* independently forecloses Count VII for all payments made pursuant to an IDR award.

8. Tortious Interference as to each Purported Facility Agreement.

Counts VIII–X fail for two reasons.

First, the individual defendants—Dr. Poonia and Dr. Sharma—are protected by the agent's privilege. Under New Jersey law, an agent of a contracting party cannot be held liable for tortious interference with the principal's contract when the agent acts within the scope of the agency. *Printing Mart-Morristown v. Sharp Elecs. Corp.*, 116 N.J. 739, 762–63 (1989); *Vosough v. Kierce*, 437 N.J. Super. 218, 234 (App. Div. 2014). The Complaint alleges that Dr. Poonia signed the Springfield Facility Agreement as Springfield SC's sole member (Complaint at ¶21), Dr. Sharma signed the Park Ave Facility Agreement as Park Ave SC's sole member (Complaint at ¶28), and Dr. Sharma is Brookline SC's managing member (Complaint at ¶33). As the sole owners and officers of the Surgery Centers, the individual defendants acted within the scope of their agency—not as outside third parties—and cannot be liable for tortious interference with their own entities' contracts.

Second, a tortious-interference claim requires that the defendant's conduct caused an actual breach. But the Complaint alleges that Aetna—not any defendant—terminated the Facility Agreements. *See* Complaint at ¶80 (Aetna terminated the Springfield Agreement); ¶¶88, 158, 166, 174 (Aetna was "forced to terminate"). A plaintiff cannot manufacture a tortious-interference claim by terminating its own contract and attributing the termination to the defendant.

H. Plaintiff's Claims Are Barred by the *Noerr-Pennington* Doctrine.

The Complaint must be also dismissed because the conduct it challenges—Defendants' submission of claims, initiation of open negotiations, commencement of IDR proceedings, and advocacy before certified IDREs—constitutes core petitioning activity protected by the *Noerr-Pennington* doctrine.

Under this doctrine, parties who petition the government for redress of grievances are immune from civil liability unless the conduct amounts to a sham. *Hanover 3201 Realty, LLC v. Village Supermarkets, Inc.*, 806 F.3d 162, 179–81 (3d Cir. 2015). Where, as here, Aetna's claims are based on Defendants' exercise of rights guaranteed by Congress under the NSA, and the Complaint alleges no conduct independent of that protected petitioning, dismissal of all claims is required. Although rooted in antitrust law, the *Noerr-Pennington* doctrine has long since been extended beyond that context. It shields efforts to invoke governmental action, including petitioning courts, administrative agencies, and other quasi-judicial bodies. *See Hanover 3201*, 806 F.3d at 181–83 (applying the doctrine to petitioning state agencies); *Cheminor Drugs, Ltd. v. Ethyl Corp.*, 168 F.3d 119, 122 (3d Cir. 1999) ("This immunity extends to persons who petition all types of government entities—legislatures, administrative agencies, and courts.").

The doctrine applies here because the arbitrations giving rise to the Disputed Awards occurred pursuant to a congressionally mandated IDR process under the NSA, implemented as part of a federal regulatory scheme. H.R. Rep. 116-615 (2020), at 32–33; 42 U.S.C. § 300gg-111(c).

I. All Claims Against the Doctors Individually Fail.

All claims against the individual physicians, Drs. Poonia and Sharma, must be dismissed because Aetna does not and cannot allege that they were actual parties to either the underlying IDR

proceedings or carrier agreements—which they were not. Plaintiff's own exhibits confirm this point.

Nor is it sufficiently alleged that either Dr. Poonia or Dr. Sharma, specifically and individually, did anything in their capacity that meets the heightened pleading standard for any claims sounding in fraud.

CONCLUSION

For the foregoing reasons, Defendants respectfully request that the Court grant this Motion to dismiss with prejudice.

Dated: August 28, 2026

/s/ Todd M. Nosher

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that copies of Defendants' Motion to Dismiss, as well as all accompanying documents, were served on the all counsel of record via CM/ECF on this 28th day of August 2026.

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UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

AETNA NETWORK SERVICES LLC, AETNA LIFE INSURANCE COMPANY, *Plaintiffs,* v. AMIT POONIA, ADITY SHARMA, SPRINGFIELD SURGERY CENTER LLC, PARK AVENUE SURGERY CENTER LLC, BROOKLINE SURGERY CENTER LLC, INTERVENTIONAL PAIN MANAGEMENT AND ORTHO-SPINE CENTER LLC, NEW YORK INTERVENTIONAL PAIN MANAGEMENT, P.C., and PREMIER ANESTHESIA GROUP, P.C., *Defendants.*	Case No. 26-cv-6623 ***DOCUMENT ELECTRONICALLY FILED VIA CM/ECF***

[PROPOSED] ORDER DISMISSING PLAINTIFF'S COMPLAINT

UPON THE MOTION OF Defendants Amit Poonia, M.D. ("**Dr. Poonia**"), Adity Sharma, M.D. ("**Dr. Sharma**"), Springfield Surgery Center LLC ("**Springfield**"), Park Avenue Surgery Center LLC ("**Park Avenue**"), Brookline Surgery Center LLC ("**Brookline**"), Interventional Pain Management and Ortho-Spine Center LLC ("**IPM**"), New York Interventional Pain Management, P.C., ("**NYIPM**"), and Premier Anesthesia Group, P.C. ("**Premier**") (collectively, "**Defendants**"), for an order dismissing Plaintiffs Aetna Network Services LLC and Aetna Life Insurance Company's (collectively, "**Aetna**" or "**Plaintiff**") Complaint in its entirety with prejudice, and upon review of the memorandum of law in support thereof, and all other relevant briefing;

It is hereby **ORDERED** that Defendants' Motion to Dismiss Plaintiff's Complaint pursuant to Fed. R. Civ. P. 12(b)(1) be GRANTED; and

It is further **ORDERED** that Defendants' Motion to Dismiss Plaintiff's Complaint pursuant to Fed. R. Civ. P. 12(b)(6) be GRANTED; and

It is further **ORDERED** that this Action is DISMISSED, with prejudice.

THE HONORABLE ESTHER SALAS
UNITED STATES DISTRICT JUDGE