

Nos. 26-2269, 26-2279, 26-2280, 26-2401, 26-2736, consolidated

**IN THE UNITED STATES COURT OF APPEALS
FOR THE SEVENTH CIRCUIT**

SpecialtyCare, Inc.; Remote Neuromonitoring Physicians, PC; Sentient
Physicians, PC,

Plaintiffs-Appellants,

v.

Health Care Service Corporation, doing business as Blue Cross Blue
Shield of New Mexico,

Defendant-Appellee.

(caption continued on inside pages)

On Appeal from the United States District Court
for the Northern District of Illinois

APPENDIX FOR PLAINTIFFS-APPELLANTS

Steven M. Shepard
Max Straus
Casen B. Ross
SUSMAN GODFREY LLP
One Manhattan West
50th Floor
New York, NY 10001
212.336.8330
sshepard@susmangodfrey.com

Joshua D. Arters
Kevin T. Elkins
Savannah L. Kolodziej
Rachel M. Roberson
Olivia D. Winnett
POLSINELLI PC
501 Commerce Street
Suite 1300
Nashville, TN 37203-6252
615.252.3923
jarters@polsinelli.com

SpecialtyCare, Inc.; Remote Neuromonitoring Physicians, PC; Sentient
Physicians, PC,

Plaintiffs-Appellants,

v.

Health Care Service Corporation, doing business as Blue Cross Blue
Shield of Illinois,

Defendant-Appellee.

SpecialtyCare, Inc.; Remote Neuromonitoring Physicians, PC; Sentient
Physicians, PC,

Plaintiffs-Appellants,

v.

Health Care Service Corporation, doing business as Blue Cross Blue
Shield of Texas,

Defendant-Appellee.

PHI Health, LLC,

Plaintiff-Appellant,

v.

Health Care Service Corporation, doing business as Blue Cross Blue
Shield of Texas,

Defendant-Appellee.

PHI Health, LLC,

Plaintiff-Appellant,

v.

Health Care Service Corporation, doing business as Blue Cross Blue
Shield,

Defendant-Appellee.

TABLE OF CONTENTS

Page

SpecialtyCare, Inc. v. Health Care Service Corp., No. 24-cv-12902 **(N.D. Ill.), on appeal No. 26-2269 (7th Cir.)**

Motion to Transfer Cases as Related,
ECF No. 9 (Dec. 20, 2024).....APPX1

Complaint and Petition to Confirm Arbitration Award,
ECF No. 9-1 (Dec. 20, 2024) APPX4

Minute Order granting Motion to Transfer,
ECF No. 16 (Jan. 21, 2025) APPX51

First Amended Complaint and Petition to Confirm Arbitration Award,
ECF No. 37 (Sept. 15, 2025).....APPX52

First Amended Complaint Exhibit A,
ECF No. 37-1 (Sept. 15, 2025) APPX67

Memorandum Opinion & Order,
ECF No. 77 (June 2, 2026).....APPX68

Final Judgment,
ECF No. 78 (June 2, 2026).....APPX82

Notice of Appeal,
ECF No. 79 (June 12, 2026).....APPX84

SpecialtyCare, Inc. v. Health Care Service Corp., No. 24-cv-12935 **(N.D. Ill.), on appeal No. 26-2279 (7th Cir.)**

Minute Entry Finding Relatedness,
ECF No. 12 (Jan. 21, 2025).....APPX87

First Amended Complaint and Petition to Confirm Arbitration Award,

ECF No. 33 (Sept.15, 2025)	APPX89
First Amended Complaint Exhibit A,	
ECF No. 33-1 (Sept. 15, 2025)	APPX103
Memorandum Opinion & Order,	
ECF No. 73 (June 2, 2026)	APPX109
Final Judgment,	
ECF No. 74 (June 2, 2026).....	APPX123
Notice of Appeal,	
ECF No. 75 (June 12, 2026).....	APPX125
<u>SpecialtyCare, Inc. v. Health Care Service Corp., No. 24-cv-12945</u>	
<u>(N.D. Ill.), on appeal No. 26-2280 (7th Cir.)</u>	
Minute Entry before the Executive Committee,	
ECF No. 12 (Jan. 21, 2025).....	APPX128
First Amended Complaint,	
ECF No. 33 (Sept. 15, 2025)	APPX130
First Amended Complaint Exhibit A,	
ECF No. 33-1 (Sept. 15, 2025)	APPX144
Memorandum Opinion & Order,	
ECF No. 73 (June 2, 2026).....	APPX168
Final Judgment,	
ECF No. 74 (June 2, 2026).....	APPX182
Notice of Appeal,	
ECF No. 75 (June 12, 2026).....	APPX184

PHI Health, LLC v. Health Care Service Corp., No. 25-cv-12406
(N.D. Ill.), on appeal No. 26-2401 (7th Cir.)

Notice of Removal from State Court, ECF No. 1 (Oct. 10, 2025).....	APPX187
Original State Court Complaint, ECF No. 1-1 (Oct. 10, 2025)	APPX193
First Amended Complaint, ECF No. 16 (Nov. 21, 2025).....	APPX215
Complaint Exhibit A, Provider Claim Summary, ECF No. 16-1 (Nov. 21, 2025).....	APPX232
Complaint Exhibit B, Letter from BlueCross BlueShield of Texas, ECF No. 16-2 (Nov. 21, 2025).....	APPX235
Complaint Exhibit C, Letter from BlueCross BlueShield of Texas, ECF No. 16-3 (Nov. 21, 2025).....	APPX236
Complaint Exhibit D, Email from Certified IDR Entity, ECF No. 16-4 (Nov. 21, 2025).....	APPX238
Complaint Exhibit E, Letter from PHI, ECF No. 16-5 (Nov. 21, 2025).....	APPX244
Complaint Exhibit F, IDR Determination, ECF No. 16-6 (Nov. 21, 2025).....	APPX246
Memorandum Opinion, ECF No. 62 (June 23, 2026).....	APPX249
Final Judgment, ECF No. 66 (July 1, 2026).....	APPX270
Notice of Appeal, ECF No. 67 (July 1, 2026).....	APPX271

**PHI Health, LLC v. Health Care Service Corp., No. 26-cv-2954
(N.D. Ill.), on appeal No. 26-2736 (7th Cir.)**

First Amended Complaint, ECF No. 24 (May 8, 2026).....	APPX274
Complaint Exhibit A, Summary of IDR Determinations, ECF No. 24-1(May 8, 2026)	APPX299
Complaint Exhibit B, IDR Determinations, ECF No. 24-1(May 8, 2026)	APPX301
Complaint Exhibit C, PHI Health Patient Consent Forms, ECF No. 24-1(May 8, 2026)	APPX344
Memorandum Opinion & Order, ECF No. 42 (Aug. 5, 2026).....	APPX363
Final Judgment, ECF No. 45 (Aug. 18, 2026).....	APPX381
Notice of Appeal, ECF No. 46 (Aug. 19, 2026).....	APPX382

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

**SPECIALTYCARE, INC., REMOTE
NEUROMONITORING PHYSICIANS,
PC, and SENTIENT PHYSICIANS, PC,**

Plaintiffs,

v.

**HEALTH CARE SERVICE
CORPORATION d/b/a BLUE CROSS
BLUE SHIELD OF NEW MEXICO,**

Defendant.

Civil Action No. 1:24-cv-12902

MOTION TO TRANSFER CASES AS RELATED

Plaintiffs SpecialtyCare, Inc., Remote Neuromonitoring Physicians, PC and Sentient Physicians, PC (collectively, “Plaintiffs”) file the following Motion to Transfer Cases as Related.

1. Plaintiffs filed the above-captioned action on December 16, 2024, bringing this action against Defendant Health Care Service Corporation d/b/a Blue Cross Blue Shield of New Mexico (“BCBS NM”), to *inter alia* recover arbitral awards rendered pursuant to the No Surprises Act (“NSA”). (See [ECF No. 1].) (The above-captioned action is hereinafter referred to as the “BCBS NM Action”). The BCBS NM Action is pending before Judge Shah.

2. On December 17, 2024, Plaintiffs filed a similar action in the United States District Court for the Northern District of Illinois, captioned *SpecialtyCare, Inc. et al. v. BCBS of Illinois*, Case No. 1:24-cv-12935 (the “BCBS IL Action”). In the BCBS IL Action, Plaintiffs seek to recover arbitral awards rendered pursuant to the NSA against Health Care Service Corporation d/b/a Blue Cross Blue Shield of Illinois (“BCBS IL”). (See BCBS IL Compl., **Exhibit A.**)

Plaintiffs filed the BCBS IL Action as related to the BCBS NM Action. (See BCBS IL Civil Cover, **Exhibit B**.) The BCBS IL Action is currently pending before Judge Blakey.

3. Also on December 17, 2024, Plaintiffs also filed a similar action in the Northern District of Illinois, captioned *SpecialtyCare, Inc. et al. v. BCBS of Texas*, Case No. 1:24-cv-12935 (the “BCBS TX Action”). In the BCBS TX Action, Plaintiffs again seek to recover arbitral awards rendered pursuant to the NSA against Health Care Service Corporation d/b/a Blue Cross Blue Shield of Texas (“BCBS TX”). (See BCBS TX Compl., **Exhibit C**.) Plaintiffs filed the BCBS TX Action as related to the BCBS NM Action. (See BCBS TX Civil Cover, **Exhibit D**.) The BCBS TX Action is currently pending before Judge Daniels.

4. Plaintiffs respectfully request that both the BCBS IL and BCBS TX Actions be transferred and reassigned to Judge Shah. The BCBS NM case is the lowest case number pending, and was the first-filed case, and Judge Shah was the first assigned Judge.

5. There is good reason to transfer the BCBS IL and BCBS TX Actions as related. **First**, the NSA is a discrete statute and area of law, and the transfer of the actions as related will consolidate like-legal questions before the same court, removing any risk of inconsistent rulings.

6. **Second**, the factual issues in these cases are similar. Plaintiffs in all three actions are the same parties, and Defendants—while distinct entities—are related by common ownership and, presumably, policies and procedures in handling claim disputes.

7. **Third**, reassignment to the same judge should reduce both court resources required for these actions and should minimize resources for the parties. Plaintiffs are represented by the same counsel, and upon information and belief, all three Defendants will be represented by the same counsel.

8. Given the above, there is no risk that reassignment will prejudice any party, but rather will serve to minimize costs and fees in trying these related actions.

WHEREFORE, Plaintiffs respectfully request that the BCBS IL and BCBS TX Actions be transferred before this court as related to the BCBS NM Action, and for such other relief as this Court deems necessary.

Dated: December 20, 2024

Respectfully submitted,

/s/ Bryan Westhoff

Bryan M. Westhoff

Kevin M. Hogan

POLSINELLI PC

150 N. Riverside Plaza, Suite 3000

Chicago, Illinois 60606

T: (312) 819-1900

F: (312) 819-1910

bwesthoff@polsinelli.com.

kmhogan@polsinelli.com

Joshua D. Arters (*admission forthcoming*)

Kevin T. Elkins (*admission forthcoming*)

POLSINELLI PC

501 Commerce Street, Suite

1300 Nashville, Tennessee 37203

T: (615) 252-3923

jarters@polsinelli.com

kelkins@polsinelli.com

Counsel for Plaintiffs

EXHIBIT A

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

**SPECIALTYCARE, INC., REMOTE
NEUROMONITORING PHYSICIANS,
PC, and SENTIENT PHYSICIANS, PC,**

Plaintiffs,

v.

**HEALTH CARE SERVICE
CORPORATION d/b/a BLUE CROSS
BLUE SHIELD OF ILLINOIS**

Defendant.

Civil Action No. 1:24-cv-12935

COMPLAINT AND PETITION TO CONFIRM ARBITRATION AWARD

Plaintiffs, SpecialtyCare, Inc., Remote Neuromonitoring Physicians, PC, and Sentient Physicians, PC (collectively, “SpecialtyCare”), bring this action against Health Care Service Corporation d/b/a Blue Cross Blue Shield of Illinois (“BCBSIL”) and allege as follows:

I. INTRODUCTION

1. This action is necessary because BCBSIL has failed and/or refused to SpecialtyCare the money that it was ordered to pay in arbitral awards rendered pursuant to the federal No Surprises Act (“NSA”).

2. SpecialtyCare therefore brings this action to recover \$201,507 in out-of-network (“OON”) reimbursement pursuant to awards issued to SpecialtyCare against BCBSIL under the NSA, plus pre- and post-judgment interest and costs of collection.

3. SpecialtyCare is recognized as a leading national healthcare provider of perfusion and intraoperative neuromonitoring throughout the United States. At all material times, BCBSIL

was obligated to cover and reimburse SpecialtyCare for certain OON items and services rendered to BCBSIL's members and insureds under the NSA.

4. Under the NSA, effective January 1, 2022, SpecialtyCare can dispute the amounts BCBSIL paid for OON services furnished to patients enrolled in health benefit plans sold, insured, or administered by BCBSIL, through an independent dispute resolution ("IDR") process administered by the Centers for Medicare & Medicaid Services ("CMS"), where a neutral known as an "IDR entity" determines the amount that BCBSIL is required to pay SpecialtyCare on a particular claim for OON services.

5. If the IDR entity determines that BCBSIL underpaid SpecialtyCare, based on several factors the IDR entity considers, and awards SpecialtyCare additional amounts to ensure SpecialtyCare is fairly compensated, BCBSIL is required to make the additional payments to SpecialtyCare within 30 calendar days of that decision. 42 U.S.C. § 300gg-111(b)(1)(c).¹ The IDR entity's decision is "binding upon the parties involved" and not subject to judicial review absent circumstances described under the Federal Arbitration Act at 9 U.S.C. § 10(a)(1)-(4). *See* 42 U.S.C. §§ 300gg-111(c)(5)(E)-(F); 45 C.F.R. § 149.510(c)(4)(vii)(A).

6. Having underpaid each of the claims at issue in this action, BCBSIL forced SpecialtyCare to initiate IDR proceedings under the NSA to be fairly compensated. After the IDR entity awarded SpecialtyCare additional amounts in each of those proceedings, BCBSIL failed to pay SpecialtyCare the additional amounts owed. A tabulation identifying each IDR award, including the date the award was issued, the amount of the award, any payments to date of the

¹ The relevant statutory provisions of the NSA, and its implementing regulations, are codified in three different places: the Public Health Service Act ("PHS Act"), enforced by the Department of Health and Human Services ("HHS"); the Internal Revenue Code ("IRC"), enforced by the Department of the Treasury ("Treasury Department"); and the Employee Retirement Income Security Act ("ERISA"), enforced by the Department of Labor ("DOL"). For ease of reference, this Complaint cites to the PHS Act provisions and its implementing regulations.

award, and the remaining amount BCBSIL owes of the award, together aggregate of these unpaid balances is attached hereto as **Exhibit A**.²

7. SpecialtyCare has made numerous attempts to obtain payment from BCBSIL, but its attempts have been unsuccessful. No satisfactory defense of explanation has been forthcoming from BCBSIL. As a result, this action is necessary so that SpecialtyCare can secure enforcement of the binding IDR awards by final judgement against BCBSIL in a court of law as allowed by the NSA.

II. PARTIES

8. SpecialtyCare, Inc. is a corporation organized under the laws of the State of Delaware and has its principal place of business in Brentwood, Tennessee. SpecialtyCare has two affiliated entities: Remote Neuromonitoring Physicians, PC and Sentient Physicians, PC. Remote Neuromonitoring Physicians, PC is a professional corporation organized under the laws of the State of Pennsylvania whose principal place of business is located in Brentwood, Tennessee. Sentient Physicians, PC is a professional corporation organized under the laws of the State of Illinois whose principal place of business is located in Brentwood, Tennessee.

9. BCBSIL is a corporation organized under the laws of the State of Illinois, with its principal place of business located in Chicago, Illinois.

III. JURISDICTION AND VENUE

10. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331 because it arises under the laws of the United States. Additionally, this Court has supplemental jurisdiction over the state-based claims because they “are so related to claims in the

² Given the volume of IDR awards at issue in this matter, Plaintiffs have not attached copies of the IDR awards. However, Plaintiffs’ counsel will provide Defendant’s counsel with the documentation for each individual IDR award upon counsel’s request and will file the IDR awards with the Court as necessary.

action within such original jurisdiction that they form part of the same case or controversy under Article III of the United States Constitution.” 28 U.S.C. § 1367(a).

11. This Court has personal jurisdiction over BCBSIL because, among other reasons, BCBSIL operates, conducts, engages in and carries on a business in Illinois, it maintains its principal place of business and other facilities in Illinois, and committed the acts complained of herein in Illinois. Further, BCBSIL is engaged in substantial and not isolated activity in Illinois, both interstate and intrastate.

12. Venue is proper in the Northern District of Illinois pursuant to 28 U.S.C. § 1391(b)(1) because, at all times material hereto, BCBSIL is a corporation conducting business in this Judicial District.

IV. FACTS

13. This dispute arises from BCBSIL’s failure to reimburse SpecialtyCare for healthcare services it provided to BCBSIL’s members, or patients who receive their insurance from self-funded ERISA plans for whom BCBSIL provides administrative services.

14. At all material times, BCBSIL was obligated to cover and reimburse SpecialtyCare for certain OON items and services rendered to BCBSIL’s members and insureds—each of whom validly and in writing assigned his or her benefits claims to SpecialtyCare—under the federal NSA.

15. The NSA, which became effective January 1, 2022, requires health plans and issuers, such as BCBSIL, to provide coverage and reimburse providers directly for OON emergency healthcare services and non-emergency services furnished to insured patients by OON providers at participating hospitals and facilities.

16. Under the NSA, health plans and issuers have 30 calendar days from the date the bill is transmitted by the provider to pay or deny the claim. *See* 42 U.S.C. § 300gg-111(b)(1)(c).

Plans and issuers are allowed to initially pay the OON provider whatever amount they choose (or nothing at all). If the payment is too low, the provider may initiate an “open negotiation period” to negotiate a higher amount. *Id.* at § 300gg-111(c)(1)(A). If negotiations fail, the provider may initiate an IDR process where a third-party arbitrator, known as an IDR entity, determines the pricing on the claim(s). *Id.* at § 300gg-111(c)(1)(B).

17. The IDR process requires both parties to submit to the IDR entity position statements and proposed offers of payment for the items and services at issue.³ *Id.* § 300gg-111(c)(5)(B)(i)(I). The IDR entity then evaluates both proposed offers, based on a number of statutory factors, and selects one offer as the appropriate payment for the items and services at issue, and issues its written payment determination. *Id.* at § 300gg-111(c)(5)(C).

18. Any additional payment required by the IDR entity’s determination must be made directly to the provider **no later than thirty (30) calendar days** after the IDR entity issues its decision. *Id.* at § 300gg-111(c)(6); *see also* 45 C.F.R. § 149.510(c)(4)(ix).

19. The IDR entity’s decision is “binding upon the parties involved” and not subject to judicial review absent circumstances described under the Federal Arbitration Act at 9 U.S.C. § 10(a)(1)-(4). *See* 42 U.S.C. §§ 300gg-111(c)(5)(E)-(F); 45 C.F.R. § 149.510(c)(4)(vii)(A).

20. Since the implementation of the NSA, IDR entities have issued hundreds of decisions requiring BCBSIL to pay SpecialtyCare additional amounts pursuant to the NSA.

21. The IDR determinations at issue were rendered in accordance with the NSA, and are, therefore, binding upon BCBSIL. *Id.* § 300gg-111(c)(5)(E)-(F).

³ If one of the parties fails to submit an offer within the required timeframes, the IDR entity must select the other party’s offer as the final award. *See* Ctrs. For Medicare & Medicaid Servs., *Federal Independent Dispute Resolution (IDR) Process Guidance for Disputing Parties* § 6.2.2, (Oct. 2022), available at <https://web.archive.org/web/20230106173733/https://www.cms.gov/files/document/federal-independent-dispute-resolution-guidance-disputing-parties.pdf>

22. BCBSIL, however, consistently failed to remit payment pursuant to the IDR entity's determinations, resulting in **\$201,507** in unpaid past due amounts owed to SpecialtyCare from BCBSIL (the "Debt").

23. Additionally, BCBSIL consistently failed to make timely payment within the NSA's required 30-calendar-day payment window, which begins when the IDR entity issues a decision finding that SpecialtyCare is owed additional payment. Indeed, many payments are overdue well-beyond the 30-calendar-day payment window.

24. SpecialtyCare has made numerous demands to BCBSIL for its payment on the Debt.

25. SpecialtyCare escalated the issue of BCBSIL's failure to timely remit payment for the Debt to BCBSIL and demanded payment for the same. Although not required by the NSA, SpecialtyCare provided a spreadsheet inventory of IDR entity determinations to BCBSIL to aid in the resolution of the Debt. SpecialtyCare also, from time to time, supplemented its inventory with copies of the IDR entities' determinations for each OON claim dispute at issue. Such inventory listed the following identifying information: IDR dispute number, CPT, Service Date, PCN, Payor Claim Number, Award Total, Decision Date, Expected Payment Date, Total Payments (to date), Still Owed, Patient Amount Paid.

26. SpecialtyCare diligently followed-up with BCBSIL through multiple avenues. BCBSIL however, has frequently ignored SpecialtyCare's reminders for weeks at a time and has continued to not pay the Debt.

27. Despite SpecialtyCare's efforts, BCBSIL has not fully paid the Debt, and the past due amounts have continued to increase to the current amount of the Debt.

28. SpecialtyCare engaged and continues to engage in a series of transactions in an open account with BCBSIL.

29. SpecialtyCare provided and continues to provide OON items and services to BCBSIL's members and insureds, and it seeks reimbursement pursuant to the NSA, when necessary. Accordingly, SpecialtyCare also expects to enter further transactions with BCBSIL that may yield future IDR entity determinations that increase the Debt.

30. BCBSIL knows that it is statutorily required to pay IDR awards within thirty days. Upon information and belief, BCBSIL has not, however, prioritized the compliance systems and personnel needed to meet its obligations under federal law, to the detriment of SpecialtyCare and to the advantage and unjust enrichment of BCBSIL, its stakeholders, and the health plans it serves.

31. BCBSIL knows that the longer it delays or denies payment, the more it can earn from the interest and/or investment income generated for its fully insured business. By delaying payment or not paying IDR awards, BCBSIL is able to keep the health plans' claims costs arbitrarily low, thus incentivizing plans to stay with them or using the results to market their services to other health plans.

32. Despite SpecialtyCare's numerous demands, BCBSIL has failed to satisfy the Debt.

V. CLAIMS FOR RELIEF

COUNT 1 **PETITION TO CONFIRM ARBITRATION AWARDS** **(9 U.S.C. § 9)**

33. SpecialtyCare incorporates the foregoing paragraphs by reference.

34. Pursuant to 9 U.S.C. § 9, a party can petition a court to confirm an arbitration award.

35. Federal courts have authority to confirm IDR awards issued pursuant to the NSA under 9 U.S.C. § 9. *See, e.g., GPS of New Jersey M.D., P.C. v. Horizon Blue Cross & Blue Shield*, No. CV226614KMJBC, 2023 WL 5815821 (D.N.J. Sept. 8, 2023) (granting Horizon Blue Cross

& Blue Shield's cross-motion to confirm an IDR entity award under 9 U.S.C. § 9 because the language of the NSA indicates the IDR award is "final and binding" and, by invoking Section 10(a) of the Federal Arbitration Act, the NSA "gives the court the authority to confirm the award").

36. SpecialtyCare has met all the pre-conditions for enforcement of the IDR awards at issue.

37. Accordingly, SpecialtyCare is entitled to an Order confirming each arbitration award set forth in Exhibit A.

COUNT 2
BCBSIL'S VIOLATION OF ILLINOIS STATUTE REQUIRING COMPLIANCE WITH
THE NO SURPRISES ACT

38. SpecialtyCare incorporates the foregoing paragraphs by reference.

39. 215 ILCS 5/356z.3a states that, "If attempts to negotiate reimbursement for services provided by a nonparticipating provider do not result in a resolution of the payment dispute within 30 days after receipt of written explanation of benefits by the health insurance issuer, then the health insurance issuer or nonparticipating provider or the facility may initiate binding arbitration to determine payment for services provided on a per-bill or batched-bill basis, in accordance with Section 300gg-111 of the Public Health Service Act and the regulations promulgated thereunder."

40. BCBSIL is in violation of Illinois Statute requiring the compliance the NSA.

41. As a result of BCBSIL's violation of and disregard of the NSA's requirements and Illinois law, SpecialtyCare has been directly and proximately damaged by UHC's failure to remit payment in full and is entitled to recover money damages plus prejudgment and post-judgment interest, in any amount, but in no event less than \$201,507.

COUNT 3
ACTION FOR NONPAYMENT OF IDR DETERMINATION
(42 U.S.C. § 300gg-111(c)(6))

42. SpecialtyCare incorporates the foregoing paragraphs by reference.

43. The determination of a certified IDR entity “shall be binding upon the parties involved” and that payment “shall be made directly to the nonparticipating provider or facility not later than 30 days after the date on which such determination is made.” See 42 U.S.C. §§ 300gg-111(c)(5)(E)(i)(I), 300gg-111(c)(6).

44. SpecialtyCare is entitled to have the IDR determination converted into a federal judgment and enforced with the assistance of this Court in post-judgment collection efforts.

45. SpecialtyCare is further entitled to pre-judgment interest from the 31st day after each determination date until the date judgment is entered and post-judgment interest from the date after judgment is entered until payment is satisfied by BCBSIL.

46. Accordingly, SpecialtyCare is entitled to judgement in the amount of the Debt plus pre- and post-judgement interest and the costs of collection.

COUNT 4
Implied Right of Action under the NSA

47. SpecialtyCare incorporates the foregoing paragraphs by reference.

48. The NSA includes an implied right of action against BCBSIL for the amount owed to SpecialtyCare.

49. Under the NSA, the determination of a certified IDR entity “shall be binding upon the parties involved” and that payment “shall be made directly to the nonparticipating provider or facility not later than 30 days after the date on which such determination is made.” See 42 U.S.C. §§ 300gg-111(c)(5)(E)(i)(I), 300gg-111(c)(6).

50. The NSA thus requires BCBSIL to pay to SpecialtyCare the IDR Award Balance Owed for the services at issue in this case.

51. Accordingly, SpecialtyCare is entitled to judgement in the amount of the Debt plus pre- and post-judgement interest and the costs of collection.

COUNT 5
Improper Denial of Benefits
(ERISA Section 502(a)(1)(B), 29 U.S.C. § 1132(a)(1)(B))

52. SpecialtyCare incorporates the foregoing paragraphs by reference.

53. SpecialtyCare has been assigned the right to payment and benefits from BCBSIL's members. This means SpecialtyCare steps into the shoes of, and is now considered, an ERISA beneficiary pursuant to 29 U.S.C. § 1002(8) for any self-funded plans BCBSIL is administering. As beneficiaries, SpecialtyCare is entitled to plan benefits, is the real party in interest as to these claims, and has standing to bring claims under ERISA.

54. BCBSIL improperly denied benefits by failing to pay the IDR awards within 30 days of each decision, as required by federal law. BCBSIL's actions constitute an abuse of discretion by (a) not properly interpreting plan terms that are unambiguous, (b) exercising discretion over non-discretionary plan terms, and (c) denying SpecialtyCare payment and benefits under the plan terms.

55. SpecialtyCare is entitled to recover payment of plan benefits from BCBSIL pursuant to the IDR determinations

56. BCBSIL is responsible for NSA compliance for the plans it administers, including responding to IDR complaints and paying IDR awards, in connection with administering self-funded benefits plans. BCBSIL breached its obligations to both the self-funded plans it administers and the plan beneficiaries by not paying IDR awards for services rendered to plan beneficiaries

57. BCBSIL's denial of payment and benefits pursuant to the binding IDR determinations was not substantially justified, arbitrary and capricious, unsupported by substantial evidence, constituted abuse of discretion, and wrongful under all circumstances.

58. SpecialtyCare, as assignee, hereby asserts a claim under ERISA Section 502(a)(1)(B), 29 U.S.C. § 1132(a)(1)(B), to recover payment of the IDR awards from the self-funded plans administered by BCBSIL at issue.

59. Pursuant to 29 U.S.C. § 1132(g), SpecialtyCare further seeks an award of reasonable attorney's fees and costs incurred in bringing this action.

60. Accordingly, SpecialtyCare is entitled to judgement in the amount of the Debt plus pre- and post-judgement interest and the costs of collection.

COUNT 6
OPEN ACCOUNT

61. SpecialtyCare incorporates the foregoing paragraphs by reference.

62. BCBSIL owes SpecialtyCare \$201,507 that is due with applicable interest, in accordance with the attached statement of BCBSIL's balance owed on the Debt.

63. Accordingly, SpecialtyCare is entitled to judgement in the amount of the Debt plus pre- and post-judgement interest and the costs of collection.

COUNT 7
BAD FAITH

64. SpecialtyCare incorporates the foregoing paragraphs by reference.

65. SpecialtyCare asserts a claim for bad faith in violation of 215 ILCS 5/154.6.

66. SpecialtyCare made demand for payment on the Debt.

67. BCBSIL refused to pay the Debt after receiving SpecialtyCare's demand.

68. BCBSIL knew it did not have a reasonable cause to refuse payment of the Debt.

69. BCBSIL's refusal to pay was committed in bad faith.

70. BCBSIL's refusal to pay has inflicted additional expense, loss, and injury, including attorneys' fees and other costs incurred on SpecialtyCare to pursue recovery of amounts owed.

71. As a direct result of BCBSIL's conduct, SpecialtyCare has been harmed.

72. SpecialtyCare is entitled to recover the balance due on the Debt as well as interest and its reasonable costs and attorneys' fees. In addition, SpecialtyCare is entitled to recover any and all available penalties pursuant to 215 ILCS 5/155.

COUNT 8
UNJUST ENRICHMENT

73. SpecialtyCare incorporates the foregoing paragraphs by reference.

74. For unpaid IDR awards, BCBSIL has been unjustly enriched by failing and refusing to pay the amounts due and owing to SpecialtyCare for services they provided to BCBSIL members.

75. BCBSIL received a benefit by receiving premiums and other consideration from the members, which in turn allowed the members to receive valuable medical care from SpecialtyCare with the expectation, by both the members and SpecialtyCare, that BCBSIL would pay the benefits it agreed to pay in exchange for the premiums and consideration provided.

76. BCBSIL voluntarily accepted and retained the benefit conferred.

77. SpecialtyCare has been adversely impacted by providing valuable treatment to the members with the expectation of payment, only to be systematically and arbitrarily denied such payment by BCBSIL. In providing such care, SpecialtyCare incurred costs associated with the use and consumption of materials and supplies, expenditure of employee time and effort, and the cost of capital—all without receiving payment for its efforts, services, and investments.

78. There is no justification for BCBSIL's refusal to pay for the medical treatment provided to members, and it would be inequitable for BCBSIL to retain the benefits it has received under these circumstances without paying the value thereof to SpecialtyCare in the sum of \$201,507.

79. BCBSIL has been, and would continue to be, unjustly enriched if allowed to retain the benefit without paying the value thereof, and SpecialtyCare has suffered damages as a result.

VI. PRAYER FOR RELIEF

WHEREFORE, SpecialtyCare prays for the following relief:

- A. Judgment be entered against BCBSIL on each claim asserted herein;
- B. An Order confirming each IDR award included in Exhibit A pursuant to 9 U.S.C. § 9;
- C. An Order enforcing the IDR awards and a judgment for the total amount outstanding plus pre- and post-judgment interest under 28 U.S.C. § 1961;
- D. An Order awarding SpecialtyCare its costs and reasonable attorney's fees pursuant to Section 502(g)(1) of ERISA, 29 U.S.C. § 1132(g);
- E. Judgment be entered against BCBSIL in an amount to be determined at a hearing of this cause, plus any applicable interest and reasonable attorneys' fees and costs; and
- F. For such other, further, and general relief to which SpecialtyCare may show itself entitled.

Dated: December 17, 2024.

Respectfully submitted,

/s/ Bryan Westhoff

Bryan M. Westhoff (IL-6278694)

Kevin M. Hogan (IL-6339112)

POLSINELLI PC

150 N. Riverside Plaza, Suite 3000

Chicago, Illinois 60606

T: 312-819-1900

F: 312-819-1910

bwesthoff@polsinelli.com

kmhogan@polsinelli.com

Joshua D. Arters (TN #31340) (*pro hac vice
forthcoming*)

Kevin T. Elkins (TN #33280) (*pro hac vice
forthcoming*)

POLSINELLI PC

501 Commerce Street, Suite

1300 Nashville, Tennessee 37203

615-252-3923

jarters@polsinelli.com

kelkins@polsinelli.com

Counsel for Plaintiffs

	Dispute Number	Date of Award	Amount of Award*	Total Payments*	Unpaid Balance Due as of 12/16/2024*
1	DISP-80597	11/30/2022	\$335	\$291	\$44
2	DISP-214869	4/3/2023	\$3,309	\$0	\$3,309
3	DISP-180353	4/3/2023	\$6,617	\$0	\$6,617
4	DISP-126059	4/18/2023	\$115	\$0	\$115
5	DISP-228905	5/15/2023	\$607	\$587	\$20
6	DISP-228682	6/1/2023	\$168	\$115	\$52
7	DISP-394529	6/13/2023	\$1,654	\$1,576	\$78
8	DISP-394529	6/13/2023	\$3,309	\$3,152	\$157
9	DISP-404600	6/18/2023	\$1,158	\$43	\$1,115
10	DISP-161806	6/21/2023	\$3,252	\$3,090	\$162
11	DISP-329305	8/9/2023	\$4,963	\$391	\$4,572
12	DISP-509568	8/18/2023	\$1,158	\$0	\$1,158
13	DISP-329084	8/22/2023	\$1,570	\$127	\$1,443
14	DISP-534679	10/2/2023	\$1,158	\$0	\$1,158
15	DISP-372955	10/30/2023	\$1,158	\$89	\$1,069
16	DISP-534568	10/30/2023	\$1,654	\$0	\$1,654
17	DISP-686181	12/15/2023	\$1,158	\$42	\$1,116
18	DISP-686105	12/18/2023	\$1,570	\$109	\$1,461
19	DISP-480771	1/10/2024	\$1,654	\$196	\$1,459
20	DISP-717792	1/31/2024	\$1,158	\$43	\$1,115
21	DISP-681980	2/9/2024	\$3,309	\$140	\$3,169
22	DISP-681831	2/16/2024	\$1,158	\$49	\$1,108
23	DISP-694082	2/26/2024	\$1,158	\$1,144	\$14
24	DISP-698078	2/26/2024	\$1,158	\$951	\$206
25	DISP-693075	2/26/2024	\$1,158	\$43	\$1,115
26	DISP-870226	2/27/2024	\$181	\$112	\$69
27	DISP-870060	2/27/2024	\$1,654	\$183	\$1,472
28	DISP-910064	2/28/2024	\$1,158	\$926	\$232
29	DISP-105698	3/4/2024	\$3,309	\$0	\$3,309
30	DISP-694800	3/6/2024	\$4,963	\$365	\$4,598
31	DISP-181086	3/8/2024	\$1,570	\$231	\$1,339
32	DISP-181086	3/8/2024	\$1,570	\$0	\$1,570
33	DISP-683915	3/11/2024	\$1,158	\$85	\$1,072
34	DISP-695684	3/12/2024	\$1,570	\$1,534	\$36
35	DISP-684653	3/12/2024	\$1,654	\$1,472	\$183
36	DISP-705668	3/12/2024	\$1,158	\$49	\$1,109
37	DISP-685697	3/12/2024	\$1,158	\$43	\$1,115
38	DISP-685843	3/12/2024	\$1,570	\$223	\$1,347
39	DISP-686114	3/12/2024	\$3,309	\$391	\$2,917

40	DISP-278378	3/13/2024	\$308	\$56	\$252
41	DISP-717766	3/13/2024	\$1,570	\$112	\$1,458
42	DISP-692360	3/14/2024	\$3,309	\$3,229	\$80
43	DISP-682287	3/14/2024	\$1,158	\$0	\$1,158
44	DISP-697183	3/14/2024	\$1,654	\$183	\$1,472
45	DISP-717736	3/15/2024	\$3,309	\$391	\$2,917
46	DISP-812095	3/19/2024	\$1,158	\$748	\$409
47	DISP-811706	3/19/2024	\$1,570	\$0	\$1,570
48	DISP-910037	3/29/2024	\$1,570	\$1,256	\$314
49	DISP-559512	4/2/2024	\$1,158	\$79	\$1,079
50	DISP-559586	4/2/2024	\$1,570	\$204	\$1,366
51	DISP-1036895	4/3/2024	\$1,158	\$258	\$900
52	DISP-706091	4/3/2024	\$8,272	\$344	\$7,928
53	DISP-481063	5/2/2024	\$3,309	\$30	\$3,279
54	DISP-1240721	5/27/2024	\$1,158	\$1,026	\$132
55	DISP-1241078	5/27/2024	\$1,654	\$878	\$776
56	DISP-1240721	5/27/2024	\$1,158	\$47	\$1,111
57	DISP-80407	6/4/2024	\$6,617	\$5,835	\$783
58	DISP-80407	6/4/2024	\$6,617	\$782	\$5,835
59	DISP-80413	6/6/2024	\$1,570	\$1,454	\$115
60	DISP-80413	6/6/2024	\$1,570	\$115	\$1,454
61	DISP-80363	6/13/2024	\$3,309	\$0	\$3,309
62	DISP-910232	6/14/2024	\$1,654	\$1,614	\$40
63	DISP-910232	6/14/2024	\$3,309	\$2,647	\$662
64	DISP-481300	6/19/2024	\$1,158	\$0	\$1,158
65	DISP-437991	6/20/2024	\$1,570	\$0	\$1,570
66	DISP-144634	7/9/2024	\$1,654	\$196	\$1,459
67	DISP-214485	7/10/2024	\$1,158	\$133	\$1,025
68	DISP-1290177	7/11/2024	\$1,570	\$1,457	\$113
69	DISP-1404956	7/14/2024	\$1,570	\$0	\$1,570
70	DISP-1404779	7/16/2024	\$600	\$267	\$333
71	DISP-93928	7/17/2024	\$1,158	\$1,134	\$23
72	DISP-1147848	7/24/2024	\$6,617	\$5,887	\$730
73	DISP-481090	7/26/2024	\$1,570	\$0	\$1,570
74	DISP-1373161	7/29/2024	\$1,158	\$1,114	\$43
75	DISP-1317287	7/29/2024	\$548	\$383	\$164
76	DISP-1372981	7/29/2024	\$8,272	\$7,752	\$520
77	DISP-437989	7/31/2024	\$3,309	\$391	\$2,917
78	DISP-1419433	8/1/2024	\$783	\$0	\$783
79	DISP-126220	8/5/2024	\$4,963	\$0	\$4,963
80	DISP-424400	8/16/2024	\$391	\$313	\$78
81	DISP-424400	8/16/2024	\$282	\$0	\$282

82	DISP-1317582	8/19/2024	\$1,570	\$121	\$1,448
83	DISP-1478460	8/20/2024	\$1,654	\$1,554	\$100
84	DISP-424224	8/21/2024	\$1,158	\$1,090	\$67
85	DISP-424224	8/21/2024	\$1,158	\$926	\$232
86	DISP-303443	8/26/2024	\$3,309	\$371	\$2,937
87	DISP-180600	8/30/2024	\$1,158	\$0	\$1,158
88	DISP-870324	9/3/2024	\$3,309	\$0	\$3,309
89	DISP-180506	9/4/2024	\$1,158	\$699	\$458
90	DISP-180506	9/4/2024	\$1,158	\$89	\$1,069
91	DISP-180506	9/4/2024	\$1,158	\$0	\$1,158
92	DISP-1478702	9/6/2024	\$308	\$298	\$11
93	DISP-437729	9/12/2024	\$3,309	\$842	\$2,467
94	DISP-1606555	9/16/2024	\$173	\$154	\$19
95	DISP-1080320	9/16/2024	\$1,158	\$926	\$232
96	DISP-1080320	9/16/2024	\$1,158	\$0	\$1,158
97	DISP-1079951	9/16/2024	\$1,570	\$0	\$1,570
98	DISP-481383	9/17/2024	\$1,570	\$101	\$1,469
99	DISP-329413	9/18/2024	\$1,158	\$145	\$1,013
100	DISP-329413	9/18/2024	\$1,158	\$0	\$1,158
101	DISP-423987	9/19/2024	\$308	\$37	\$271
102	DISP-1148324	9/25/2024	\$1,158	\$1,115	\$43
103	DISP-1148099	9/25/2024	\$1,570	\$1,458	\$112
104	DISP-1404758	9/26/2024	\$1,158	\$74	\$1,084
105	DISP-1404758	9/26/2024	\$1,158	\$43	\$1,115
106	DISP-437677	10/1/2024	\$4,963	\$82	\$4,881
107	DISP-481101	10/7/2024	\$1,570	\$181	\$1,389
108	DISP-404236	10/10/2024	\$1,158	\$58	\$1,100
109	DISP-437510	10/10/2024	\$1,570	\$229	\$1,341
110	DISP-559623	10/15/2024	\$1,158	\$53	\$1,104
111	DISP-559764	10/15/2024	\$1,654	\$196	\$1,459
112	DISP-369280	10/18/2024	\$1,158	\$44	\$1,113
113	DISP-982464	10/23/2024	\$1,570	\$117	\$1,453
114	DISP-982464	10/23/2024	\$1,570	\$112	\$1,458
115	DISP-982464	10/23/2024	\$1,570	\$112	\$1,458
116	DISP-481047	10/24/2024	\$308	\$37	\$271
117	DISP-126347	10/24/2024	\$1,570	\$115	\$1,454
118	DISP-126347	10/24/2024	\$1,570	\$114	\$1,456
119	DISP-278279	10/24/2024	\$1,654	\$196	\$1,459
120	DISP-278279	10/24/2024	\$1,654	\$196	\$1,459
121	DISP-278279	10/24/2024	\$1,654	\$186	\$1,469
122	DISP-278279	10/24/2024	\$1,654	\$186	\$1,469
123	DISP-126347	10/24/2024	\$1,570	\$0	\$1,570

124	DISP-126347	10/24/2024	\$1,570	-\$296	\$1,866
125	DISP-278279	10/24/2024	\$3,309	\$391	\$2,917
126	DISP-278279	10/24/2024	\$3,309	\$391	\$2,917
127	DISP-278279	10/24/2024	\$3,309	\$391	\$2,917
128	DISP-278279	10/24/2024	\$3,309	\$391	\$2,917
129	DISP-278177	10/29/2024	\$1,158	\$44	\$1,113
130	DISP-278177	10/29/2024	\$1,158	\$44	\$1,113
131	DISP-1206260	10/31/2024	\$1,654	\$183	\$1,472
132	DISP-1206260	10/31/2024	\$6,617	\$800	\$5,818
133	DISP-393589	11/4/2024	\$1,158	\$480	\$678
134	DISP-393589	11/4/2024	\$1,158	\$70	\$1,088
135	DISP-393589	11/4/2024	\$1,158	\$67	\$1,090
136	DISP-393589	11/4/2024	\$1,158	\$45	\$1,113
137	DISP-393589	11/4/2024	\$1,158	\$44	\$1,113
138	DISP-393589	11/4/2024	\$1,158	\$44	\$1,113
139	DISP-393589	11/4/2024	\$1,158	\$44	\$1,113
140	DISP-393589	11/4/2024	\$1,158	\$43	\$1,115
141	DISP-393589	11/4/2024	\$1,158	\$43	\$1,115
142	DISP-393589	11/4/2024	\$1,158	\$43	\$1,115
143	DISP-393589	11/4/2024	\$1,158	\$26	\$1,132
144	DISP-393589	11/4/2024	\$1,158	\$26	\$1,132
145	DISP-480776	11/13/2024	\$70	\$67	\$3
146	DISP-480776	11/13/2024	\$45	\$36	\$9
147	DISP-480776	11/13/2024	\$70	\$45	\$25
148	DISP-480776	11/13/2024	\$70	\$43	\$27
149	DISP-480776	11/13/2024	\$70	\$43	\$27
150	DISP-480776	11/13/2024	\$70	\$43	\$27
151	DISP-480776	11/13/2024	\$70	\$43	\$27
152	DISP-480776	11/13/2024	\$70	\$43	\$27
153	DISP-437627	11/22/2024	\$3,309	\$508	\$2,800
			TOTAL*		\$201,507

EXHIBIT B

The ILND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (See instructions on next page of this form.)

I. (a) PLAINTIFFS

(b) County of Residence of First Listed Plaintiff
(Except in U.S. plaintiff cases)

(c) Attorneys (firm name, address, and telephone number)

DEFENDANTS

County of Residence of First Listed Defendant

(In U.S. plaintiff cases only)

Note: In land condemnation cases, use the location of the tract of land involved.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Check one box, only.)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question
(U.S. Government not a party.)
- ☐ 4 Diversity
(Indicate citizenship of parties in Item III.)

III. CITIZENSHIP OF PRINCIPAL PARTIES (For Diversity Cases Only.)

(Check one box, only for plaintiff and one box for defendant.)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | ☐ 1 | ☐ 1 | Incorporated or Principal Place of Business in This State | ☐ 4 | ☐ 4 |
| Citizen of Another State | ☐ 2 | ☐ 2 | Incorporated and Principal Place of Business in Another State | ☐ 5 | ☐ 5 |
| Citizen or Subject of a Foreign Country | ☐ 3 | ☐ 3 | Foreign Nation | ☐ 6 | ☐ 6 |

IV. NATURE OF SUIT (Check one box, only.)

CONTRACT	TORTS	PRISONER PETITIONS	LABOR	OTHER STATUTES
☐ 110 Insurance ☐ 120 Marine ☐ 130 Miller Act ☐ 140 Negotiable Instrument ☐ 150 Recovery of Overpayment & Enforcement of Judgment ☐ 151 Medicare Act ☐ 152 Recovery of Defaulted Student Loan (Excludes Veterans) ☐ 153 Recovery of Veteran's Benefits ☐ 160 Stockholders' Suits ☐ 190 Other Contract ☐ 195 Contract Product Liability ☐ 196 Franchise	PERSONAL INJURY ☐ 310 Airplane ☐ 315 Airplane Product Liability ☐ 320 Assault, Libel & Slander ☐ 330 Federal Employers' Liability ☐ 340 Marine ☐ 345 Marine Product Liability ☐ 350 Motor Vehicle ☐ 355 Motor Vehicle Product Liability ☐ 360 Other Personal Injury ☐ 362 Personal Injury - Medical Malpractice PERSONAL INJURY ☐ 365 Personal Injury - Product Liability ☐ 367 Health Care/Pharmaceutical Personal Injury Product Liability ☐ 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY ☐ 370 Other Fraud ☐ 371 Truth in Lending ☐ 380 Other Personal Property Damage ☐ 385 Property Damage Product Liability	☐ 510 Motions to Vacate Sentence ☐ 530 General ☐ 535 Death Penalty Other: ☐ 540 Mandamus & Other ☐ 550 Civil Rights ☐ 555 Prison Condition ☐ 560 Civil Detainee - Conditions of Confinement	☐ 710 Fair Labor Standards Act ☐ 720 Labor/Management Relations ☐ 740 Railway Labor Act ☐ 751 Family and Medical Leave Act ☐ 790 Other Labor Litigation ☐ 791 Employee Retirement Income Security Act PROPERTY RIGHTS ☐ 820 Copyright ☐ 830 Patent ☐ 835 Patent - Abbreviated New Drug Application ☐ 840 Trademark ☐ 880 Defend Trade Secrets Act of 2016 (DTSA) SOCIAL SECURITY ☐ 861 HIA (1395ff) ☐ 862 Black Lung (923) ☐ 863 DIWC/DIWW (405(g)) ☐ 864 SSID Title XVI ☐ 865 RSI (405(g)) FEDERAL TAXES ☐ 870 Taxes (U.S. Plaintiff or Defendant) ☐ 871 IRS—Third Party ☐ 26 USC 7609	☐ 375 False Claims Act ☐ 376 Qui Tam (31 USC 3729 (a)) ☐ 400 State Reapportionment ☐ 410 Antitrust ☐ 430 Banks and Banking ☐ 450 Commerce ☐ 460 Deportation ☐ 470 Racketeer Influenced and Corrupt Organizations ☐ 480 Consumer Credit ☐ 485 Telephone Consumer Protection Act (TCPA) ☐ 490 Cable/Sat TV ☐ 850 Securities/Commodities/Exchange ☐ 890 Other Statutory Actions ☐ 891 Agricultural Arts ☐ 893 Environmental Matters ☐ 895 Freedom of Information Act ☐ 896 Arbitration ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision ☐ 950 Constitutionality of State Statutes
REAL PROPERTY ☐ 210 Land Condemnation ☐ 220 Foreclosure ☐ 230 Rent Lease & Ejectment ☐ 240 Torts to Land ☐ 245 Tort Product Liability ☐ 290 All Other Real Property	CIVIL RIGHTS ☐ 440 Other Civil Rights ☐ 441 Voting ☐ 442 Employment ☐ 443 Housing/Accommodations ☐ 445 Amer. w/ Disabilities-Employment ☐ 446 Amer. w/Disabilities - Other ☐ 448 Education	BANKRUPTCY ☐ 422 Appeal 28 USC 158 ☐ 423 Withdrawal 28 USC 157 IMMIGRATION ☐ 462 Naturalization Application ☐ 463 Habeas Corpus - Alien Detainee (Prisoner Petition) ☐ 465 Other Immigration Actions	FORFEITURE/PENALTY ☐ 625 Drug Related Seizure of Property 21 USC 881 ☐ 690 Other	

V. ORIGIN (Check one box, only.)

- ☐ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION (Enter U.S. Civil Statute under which you are filing and write a brief statement of cause.)

29 U.S.C 1132

VII. PREVIOUS BANKRUPTCY MATTERS (For nature of suit 422 and 423, enter the case number and judge for any associated bankruptcy matter previously adjudicated by a judge of this Court. Use a separate attachment if necessary.)**VIII. REQUESTED IN COMPLAINT:**

☐ Check if this is a class action under Rule 23, F.R.C.V.P.

Demand \$

CHECK Yes only if demanded in complaint:

Jury Demand: ☐ Yes ☐ No

IX. RELATED CASE(S) IF ANY (See instructions):

Judge

Case Number

X. Is this a previously dismissed or remanded case?

☐ Yes ☐ No If yes, Case #

Name of Judge

Date: _____

Signature of Attorney of Record _____

APPX24

Authority for Civil Cover Sheet

The ILND 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box. Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

EXHIBIT C

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

**SPECIALTYCARE, INC., REMOTE
NEUROMONITORING PHYSICIANS,
PC, and SENTIENT PHYSICIANS, PC,**

Plaintiffs,

V.

Civil Action No. 1:24-cv-12945

**HEALTH CARE SERVICE
CORPORATION d/b/a BLUE CROSS
BLUE SHIELD OF TEXAS**

Defendant.

COMPLAINT AND PETITION TO CONFIRM ARBITRATION AWARD

Plaintiffs, SpecialtyCare, Inc., Remote Neuromonitoring Physicians, PC, and Sentient Physicians, PC (collectively, “SpecialtyCare”), bring this action against Health Care Service Corporation d/b/a Blue Cross Blue Shield of Texas (“BCBSTX”) and allege as follows:

I. INTRODUCTION

1. This action is necessary because BCBSTX has failed and/or refused to SpecialtyCare the money that was ordered to pay in arbitral awards rendered pursuant to the federal No Surprises Act (“NSA”).

2. SpecialtyCare therefore brings this action to recover \$549,961 in out-of-network (“OON”) reimbursement pursuant to awards issued to SpecialtyCare against BCBSTX under the NSA, plus pre- and post-judgment interests and costs of collection.

3. SpecialtyCare is recognized as a leading national healthcare provider of perfusion and intraoperative neuromonitoring throughout the United States. At all material times, BCBSTX

was obligated to cover and reimburse SpecialtyCare for certain OON items and services rendered to BCBSTX's members and insureds under the NSA.

4. Under the NSA, effective January 1, 2022, SpecialtyCare can dispute the amounts BCBSTX paid for OON services furnished to patients enrolled in health benefit plans sold, insured, or administered by BCBSTX, through an independent dispute resolution ("IDR") process administered by the Centers for Medicare & Medicaid Services ("CMS"), where a neutral known as an "IDR entity" determines the amount that BCBSTX is required to pay SpecialtyCare on a particular claim for OON services.

5. If the IDR entity determines that BCBSTX underpaid SpecialtyCare, based on several factors the IDR entity considers, and awards SpecialtyCare additional amounts to ensure SpecialtyCare is fairly compensated, BCBSTX is required to make the additional payments to SpecialtyCare within 30 calendar days of that decision. 42 U.S.C. § 300gg-111(b)(1)(c).¹ The IDR entity's decision is "binding upon the parties involved" and not subject to judicial review absent circumstances described under the Federal Arbitration Act at 9 U.S.C. § 10(a)(1)-(4). *See* 42 U.S.C. §§ 300gg-111(c)(5)(E)-(F); 45 C.F.R. § 149.510(c)(4)(vii)(A).

6. Having underpaid each of the claims at issue in this action, BCBSTX forced SpecialtyCare to initiate IDR proceedings under the NSA to be fairly compensated. After the IDR entity awarded SpecialtyCare additional amounts in each of those proceedings, BCBSTX failed to pay SpecialtyCare the additional amounts owed. A tabulation identifying each IDR award, including the date the award was issued, the amount of any award, any payments to date of the

¹ The relevant statutory provisions of the NSA, and its implementing regulations, are codified in three different places: the Public Health Service Act ("PHS Act"), enforced by the Department of Health and Human Services ("HHS"); the Internal Revenue Code ("IRC"), enforced by the Department of the Treasury ("Treasury Department"); and the Employee Retirement Income Security Act ("ERISA"), enforced by the Department of Labor ("DOL"). For ease of reference, this Complaint cites to the PHS Act provisions and its implementing regulations.

award, and the remaining amount BCBSTX of the award, together aggregate of these unpaid balances \$549,641, is attached hereto as **Exhibit A**.²

7. SpecialtyCare has made numerous attempts to obtain payment from BCBSTX, but its attempts have been unsuccessful. No satisfactory defense or explanation has been forthcoming from BCBSTX. As a result, this action is necessary so that SpecialtyCare can secure enforcement of the binding IDR awards by final judgment against BCBSTX in a court of laws as allowed by the NSA.

II. PARTIES

8. SpecialtyCare, Inc. is a corporation organized under the laws of the State of Delaware and has its principal place of business in Brentwood, Tennessee. SpecialtyCare has two affiliated entities: Remote Neuromonitoring Physicians, PC and Sentient Physicians, PC. Remote Neuromonitoring Physicians, PC is a professional corporation organized under the laws of the State of Pennsylvania whose principal place of business is located in Brentwood, Tennessee. Sentient Physicians, PC is a professional corporation organized under the laws of the State of Illinois whose principal place of business is located in Brentwood, Tennessee.

9. BCBSTX is a corporation organized under the laws of the State of Illinois, with its principal place of business located in Chicago, Illinois.

III. JURISDICTION AND VENUE

10. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331 because it arises under the laws of the United States. Additionally, this Court has supplemental jurisdiction over the state-based claims because they “are so related to claims in the

² Given the volume of IDR awards at issue in this matter, Plaintiffs have not attached copies of the IDR awards. However, Plaintiffs’ counsel will provide Defendant’s counsel with the documentation for each individual IDR award upon counsel’s request and will file the IDR awards with the Court as necessary.

action within such original jurisdiction that they form part of the same case or controversy under Article III of the United States Constitution.” 28 U.S.C. § 1367(a).

11. This Court has personal jurisdiction over BCBSTX because, among other reasons, BCBSTX operates, conducts, engages in and carries on a business in Illinois, it maintains its principal place of business and other facilities in Illinois, and committed the acts complained of herein in Illinois. Further, BCBSTX is engaged in substantial and not isolated activity in Illinois, both interstate and intrastate.

12. Venue is proper in the Northern District of Illinois pursuant to 28 U.S.C. § 1391(b)(1) because, at all times material hereto, BCBSTX is a corporation conducting business in this Judicial District.

IV. FACTS

13. This dispute arises from BCBSTX’s failure to reimburse SpecialtyCare for healthcare services it provided to BCBSTX’s members, or patients who receive their insurance from self-funded ERISA plans for whom BCBSTX provides administrative services.

14. At all material times, BCBSTX was obligated to cover and reimburse SpecialtyCare for certain OON items and services rendered to BCBSTX’s members and insureds—each of whom validly and in writing assigned his or her benefits claims to SpecialtyCare—under the federal NSA.

15. The NSA, which became effective January 1, 2022, requires health plans and issuers, such as BCBSTX, to provide coverage and reimburse providers directly for OON emergency healthcare services and non-emergency services furnished to insured patients by OON providers at participating hospitals and facilities.

16. Under the NSA, health plans and issuers have 30 calendar days from the date the bill is transmitted by the provider to pay or deny the claim. *See* 42 U.S.C. § 300gg-111(b)(1)(c).

Plans and issuers are allowed to initially pay the OON provider whatever amount they choose (or nothing at all). If the payment is too low, the provider may initiate an “open negotiation period” to negotiate a higher amount. *Id.* at § 300gg-111(c)(1)(A). If negotiations fail, the provider may initiate an IDR process where a third-party arbitrator, known as an IDR entity, determines the pricing on the claim(s). *Id.* at § 300gg-111(c)(1)(B).

17. The IDR process requires both parties to submit to the IDR entity position statements and proposed offers of payment for the items and services at issue.³ *Id.* § 300gg-111(c)(5)(B)(i)(I). The IDR entity then evaluates both proposed offers, based on a number of statutory factors, selects one offer as the appropriate payment for the items and services at issue, and issues its written payment determination. *Id.* at § 300gg-111(c)(5)(C).

18. Any additional payment required by the IDR entity’s determination must be made directly to the provider **no later than thirty (30) calendar days** after the IDR entity issues its decision. *Id.* at § 300gg-111(c)(6); *see also* 45 C.F.R. § 149.510(c)(4)(ix).

19. The IDR entity’s decision is “binding upon the parties involved” and not subject to judicial review absent circumstances described under the Federal Arbitration Act at 9 U.S.C. § 10(a)(1)-(4). *See* 42 U.S.C. §§ 300gg-111(c)(5)(E)-(F); 45 C.F.R. § 149.510(c)(4)(vii)(A).

20. Since the implementation of the NSA, IDR entities have issued hundreds of decisions requiring BCBSTX to pay SpecialtyCare additional amounts pursuant to the NSA.

21. The IDR determinations at issue were rendered in accordance with the NSA, and are, therefore, binding upon BCBSTX. *Id.* § 300gg-111(c)(5)(E)-(F);.

³ If one of the parties fails to submit an offer within the required timeframes, the IDR entity must select the other party’s offer as the final award. *See* Ctrs. For Medicare & Medicaid Servs., *Federal Independent Dispute Resolution (IDR) Process Guidance for Disputing Parties* § 6.2.2, (Oct. 2022), available at <https://web.archive.org/web/20230106173733/https://www.cms.gov/files/document/federal-independent-dispute-resolution-guidance-disputing-parties.pdf>

22. BCBSTX, however, consistently failed to remit payment pursuant to the IDR entity's determinations, resulting in **\$549,961** in unpaid past due amounts owed to SpecialtyCare from BCBSTX (the "Debt").

23. Additionally, BCBSTX consistently failed to make timely payment within the NSA's required 30-calendar-day payment window, which begins when the IDR entity issues a decision finding that SpecialtyCare is owed additional payment. Indeed, many payments are overdue well-beyond the 30-calendar-day payment window.

24. SpecialtyCare has made numerous demands to BCBSTX for its payment on the Debt.

25. SpecialtyCare escalated the issue of BCBSTX's failure to timely remit payment for the Debt to BCBSTX and demanded payment for the same. Although not required by the NSA, SpecialtyCare provided a spreadsheet inventory of IDR entity determinations to BCBSTX to aid in the resolution of the Debt. SpecialtyCare also, from time to time, supplemented its inventory with copies of the IDR entities' determinations for each OON claim dispute at issue. Such inventory listed the following identifying information: IDR dispute number, CPT, Service Date, PCN, Payor Claim Number, Award Total, Decision Date, Expected Payment Date, Total Payments (to date), Still Owed, Patient Amount Paid.

26. SpecialtyCare diligently followed-up with BCBSTX through multiple avenues. BCBSTX however, has frequently ignored SpecialtyCare's reminders for weeks at a time and has continued to not pay the Debt.

27. Despite SpecialtyCare's efforts, BCBSTX has not paid the Debt, and the past due amounts have continued to increase to the current amount of the Debt.

28. SpecialtyCare engaged and continues to engage in a series of transactions in an open account with BCBSTX.

29. SpecialtyCare provided and continues to provide OON items and services to BCBSTX's members and insureds, and it seeks reimbursement pursuant to the NSA, when necessary. Accordingly, SpecialtyCare also expects to enter further transactions with BCBSTX that may yield future IDR entity determinations that increase the Debt.

30. BCBSTX knows that it is statutorily required to pay IDR awards within thirty days. Upon information and belief, BCBSTX has not, prioritized the compliance systems and personnel needed to meet its obligations under federal law, to the detriment of SpecialtyCare and to the advantage and unjust enrichment of BCBSTX, its stakeholders, and the health plans it serves.

31. BCBSTX knows that the longer it delays or denies payment, the more it can earn from the interest and/or investment income generated for its fully insured business. By delaying payment or not paying IDR awards, BCBSTX is able to keep the health plans' claims costs arbitrarily low, thus incentivizing plans to stay with them or using the results to market their services to other health plans.

32. Despite SpecialtyCare's numerous demands, BCBSTX has failed to satisfy the Debt.

V. CLAIMS FOR RELIEF

COUNT 1

PETITION TO CONFIRM ARBITRATION AWARDS (9 U.S.C. § 9)

33. SpecialtyCare incorporates the foregoing paragraphs by reference.

34. Pursuant to 9 U.S.C. § 9, a party can petition a court to confirm an arbitration award.

35. Federal courts have authority to confirm IDR awards issued pursuant to the NSA under 9 U.S.C. § 9. *See, e.g., GPS of New Jersey M.D., P.C. v. Horizon Blue Cross & Blue Shield,*

No. CV226614KMJBC, 2023 WL 5815821 (D.N.J. Sept. 8, 2023) (granting Horizon Blue Cross & Blue Shield’s cross-motion to confirm an IDR entity award under 9 U.S.C. § 9 because the language of the NSA indicates the IDR award is “final and binding” and, by invoking Section 10(a) of the Federal Arbitration Act, the NSA “gives the court the authority to confirm the award”).

36. SpecialtyCare has met all the pre-conditions for enforcement of the IDR awards at issue.

37. Accordingly, SpecialtyCare is entitled to an Order confirming each arbitration award set forth in Exhibit A.

COUNT 2
ACTION FOR NONPAYMENT OF IDR DETERMINATION
(42 U.S.C. § 300gg-111(c)(6))

38. SpecialtyCare incorporates the foregoing paragraphs by reference.

39. The determination of a certified IDR entity “shall be binding upon the parties involved” and that payment “shall be made directly to the nonparticipating provider or facility not later than 30 days after the date on which such determination is made.” See 42 U.S.C. §§ 300gg-111(c)(5)(E)(i)(I), 300gg-111(c)(6).

40. SpecialtyCare is entitled to have the IDR determination converted into a federal judgment and enforced with the assistance of this Court in post-judgment collection efforts.

41. SpecialtyCare is further entitled to pre-judgment interest from the 31st day after each determination date until the date judgment is entered and post-judgment interest from the date after judgment is entered until payment is satisfied by BCBSTX.

42. Accordingly, SpecialtyCare is entitled to judgement in the amount of the debt plus pre- and post-judgement interests and costs of collection.

COUNT 3
Implied Right of Action under the NSA

41. SpecialtyCare incorporates the foregoing paragraphs by reference.
42. The NSA includes an implied right of action against BCBSTX for the amount owed to SpecialtyCare.
43. Under the NSA, the determination of a certified IDR entity “shall be binding upon the parties involved” and that payment “shall be made directly to the nonparticipating provider or facility not later than 30 days after the date on which such determination is made.” *See* 42 U.S.C. §§ 300gg-111(c)(5)(E)(i)(I), 300gg-111(c)(6).
44. The NSA thus requires BCBSTX to pay to SpecialtyCare the IDR Award Balance Owed for the services at issue in this case.
45. Accordingly, SpecialtyCare is entitled to judgement in the amount of the debt plus pre- and post-judgement interests and costs of collection.

COUNT 4
Improper Denial of Benefits
(ERISA Section 502(a)(1)(B), 29 U.S.C. § 1132(a)(1)(B))

46. SpecialtyCare incorporates the foregoing paragraphs by reference.
47. SpecialtyCare has been assigned the right to payment and benefits from BCBSTX’s members. This means SpecialtyCare steps into the shoes of, and is now considered, an ERISA beneficiary pursuant to 29 U.S.C. § 1002(8) for any self-funded plans BCBSTX is administering. As beneficiaries, SpecialtyCare is entitled to plan benefits, is the real party in interest as to these claims and has standing to bring claims under ERISA.
48. BCBSTX improperly denied benefits by failing to pay the IDR awards within 30 days of each decision, as required by federal law. BCBSTX’s actions constitute an abuse of discretion by (a) not properly interpreting plan terms that are unambiguous, (b) exercising

discretion over non-discretionary plan terms, and (c) denying SpecialtyCare payment and benefits under the plan terms.

49. SpecialtyCare is entitled to recover payment of plan benefits from BCBSTX pursuant to the IDR determinations

50. BCBSTX is responsible for NSA compliance for the plans it administers, including responding to IDR complaints and paying IDR awards, in connection with administering self-funded benefits plans. BCBSTX breached its obligations to both the self-funded plans it administers and the plan beneficiaries by not paying IDR awards for services rendered to plan beneficiaries

51. BCBSTX's denial of payment and benefits pursuant to the binding IDR determinations was not substantially justified, arbitrary and capricious, unsupported by substantial evidence, an abuse of discretion, and wrongful under all circumstances.

52. SpecialtyCare, as assignee, hereby asserts a claim under ERISA Section 502(a)(1)(B), 29 U.S.C. § 1132(a)(1)(B), to recover payment of the IDR awards from the self-funded plans administered by BCBSTX at issue.

53. Pursuant to 29 U.S.C. § 1132(g), SpecialtyCare further seeks an award of reasonable attorney's fees and costs incurred in bringing this action.

54. Accordingly, SpecialtyCare is entitled to judgement in the amount of the debt plus pre- and post-judgement interests and costs of collection.

COUNT 5
OPEN ACCOUNT

53. SpecialtyCare incorporates the foregoing paragraphs by reference.

54. BCBSTX owes SpecialtyCare approximately \$549,961 that is due with applicable interest, in accordance with the attached statement of BCBSTX's balance owed on the Debt.

55. Accordingly, SpecialtyCare is entitled to judgement in the amount of the debt plus pre- and post-judgement interests and costs of collection.

COUNT 6
BAD FAITH

56. SpecialtyCare incorporates the foregoing paragraphs by reference.

57. SpecialtyCare asserts a claim for bad faith in violation of TEX. INS. CODE ANN. § 541.151 and Texas common law.

58. SpecialtyCare made demand for payment on the Debt.

59. BCBSTX refused to pay the Debt after receiving SpecialtyCare's demand.

60. BCBSTX knew it did not have a reasonable cause to refuse payment of the Debt.

61. BCBSTX's refusal to pay was committed in bad faith.

62. BCBSTX's refusal to pay has inflicted additional expense, loss, and injury, including attorneys' fees and other costs incurred on SpecialtyCare to pursue recovery of amounts owed.

63. As a direct result of BCBSTX's conduct, SpecialtyCare has been harmed.

64. SpecialtyCare is entitled to recover the balance due on the Debt as well as interest and its reasonable costs and attorneys' fees.

65. In addition, SpecialtyCare is entitled to recover any and all available penalties pursuant to TEX. INS. CODE ANN. § 541.152.

COUNT 7
UNJUST ENRICHMENT

66. SpecialtyCare incorporates the foregoing paragraphs by reference.

67. For unpaid IDR awards, BCBSTX has been unjustly enriched by failing and refusing to pay the amounts due and owing to SpecialtyCare for services they provided to BCBSTX members.

68. BCBSTX received a benefit by receiving premiums and other consideration from the members, which in turn allowed the members to receive valuable medical care from SpecialtyCare with the expectation, by both the members and SpecialtyCare, that BCBSTX would pay the benefits it agreed to pay in exchange for the premiums and consideration provided.

69. BCBSTX voluntarily accepted and retained the benefit conferred.

70. SpecialtyCare has been adversely impacted by providing valuable treatment to the members with the expectation of payment, only to be systematically and arbitrarily denied such payment by BCBSTX. In providing such care, SpecialtyCare incurred costs associated with the use and consumption of materials and supplies, expenditure of employee time and effort, and the cost of capital—all without receiving payment for its efforts, services, and investments.

71. There is no justification for BCBSTX's refusal to pay for the medical treatment provided to members, and it would be inequitable for BCBSTX to retain the benefits it has received under circumstances without paying the value thereof to SpecialtyCare in the sum of approximately \$549,961.

72. BCBSTX has been, and would continue to be, unjustly enriched if allowed to retain the benefit without paying the value thereof, and SpecialtyCare has suffered damages as a result.

VI. PRAYER FOR RELIEF

WHEREFORE, SpecialtyCare prays for the following relief:

- A. Judgment be entered against BCBSTX on each claim asserted herein;
- B. An Order confirming each IDR award included in Exhibit A pursuant to 9 U.S.C. § 9;
- C. An Order enforcing the IDR awards and a judgment for the total amount outstanding plus pre- and post-judgment interest under 28 U.S.C. § 1961;

D. An Order awarding SpecialtyCare its costs and reasonable attorney's fees pursuant to Section 502(g)(1) of ERISA, 29 U.S.C. § 1132(g);

E. Judgment be entered against BCBSTX in an amount to be determined at a hearing of this cause, plus any applicable interest and reasonable attorneys' fees and costs; and

F. For such other, further, and general relief to which SpecialtyCare may show itself entitled.

Dated: December 17, 2024

Respectfully submitted,

/s/ Bryan Westhoff

Bryan M. Westhoff (IL-6278694)

Kevin M. Hogan (IL-6339112)

POLSINELLI PC

150 N. Riverside Plaza, Suite 3000

Chicago, Illinois 60606

T: 312-819-1900

F: 312-819-1910

bwesthoff@polsinelli.com

kmhogan@polsinelli.com

Joshua D. Arters (TN #31340) (*pro hac vice
forthcoming*)

Kevin T. Elkins (TN #33280) (*pro hac vice
forthcoming*)

POLSINELLI PC

501 Commerce Street, Suite

1300 Nashville, Tennessee 37203

615-252-3923

jarters@polsinelli.com

kelkins@polsinelli.com

Counsel for Plaintiffs

	Dispute Number	Date of Award	Amount of Award*	Total Payments*	Unapid Balance Due as of 12/16/2024*
1	DISP-80346	12/8/2022	\$522	\$328	\$193
2	DISP-106086	12/12/2022	\$695	\$0	\$695
3	DISP-180584	3/14/2023	\$71	\$37	\$34
4	DISP-180584	3/14/2023	\$71	\$37	\$34
5	DISP-214386	5/18/2023	\$95	\$0	\$95
6	DISP-228761	5/30/2023	\$1,158	\$544	\$614
7	DISP-214664	6/7/2023	\$1,158	\$1,121	\$37
8	DISP-161745	6/9/2023	\$1,654	\$0	\$1,654
9	DISP-401417	6/10/2023	\$1,570	\$116	\$1,454
10	DISP-423869	8/1/2023	\$1,158	\$43	\$1,115
11	DISP-509040	8/8/2023	\$1,158	\$932	\$226
12	DISP-329472	1/4/2024	\$1,570	\$240	\$1,330
13	DISP-697314	1/8/2024	\$3,309	\$3,027	\$282
14	DISP-694041	1/12/2024	\$1,570	\$1,444	\$126
15	DISP-695487	1/20/2024	\$1,570	\$1,373	\$197
16	DISP-694247	1/25/2024	\$1,158	\$877	\$280
17	DISP-694437	2/1/2024	\$3,309	\$3,238	\$70
18	DISP-509525	2/1/2024	\$1,570	\$236	\$1,334
19	DISP-534873	2/1/2024	\$3,309	\$305	\$3,003
20	DISP-747949	2/5/2024	\$1,570	\$1,519	\$50
21	DISP-698267	2/7/2024	\$1,158	\$1,114	\$43
22	DISP-681995	2/9/2024	\$3,309	\$563	\$2,746
23	DISP-747888	2/13/2024	\$1,570	\$654	\$916
24	DISP-746827	2/16/2024	\$90	\$0	\$90
25	DISP-692106	2/16/2024	\$1,654	\$1,514	\$141
26	DISP-699088	2/16/2024	\$11,580	\$11,299	\$282
27	DISP-682164	2/19/2024	\$1,570	\$1,421	\$149
28	DISP-746574	2/19/2024	\$2,324	\$0	\$2,324
29	DISP-870527	2/22/2024	\$1,654	\$649	\$1,005
30	DISP-691982	2/26/2024	\$1,158	\$1,142	\$15
31	DISP-694483	2/26/2024	\$1,158	\$1,081	\$76
32	DISP-870486	2/27/2024	\$308	\$39	\$269
33	DISP-697856	2/27/2024	\$3,309	\$3,027	\$282
34	DISP-696125	2/28/2024	\$1,158	\$1,109	\$48
35	DISP-698758	3/5/2024	\$1,570	\$1,558	\$11
36	DISP-694312	3/11/2024	\$1,570	\$1,530	\$39
37	DISP-695868	3/11/2024	\$3,309	\$3,234	\$75
38	DISP-698214	3/11/2024	\$1,158	\$622	\$536

39	DISP-694433	3/12/2024	\$3,309	\$3,280	\$28
40	DISP-696590	3/12/2024	\$3,309	\$2,587	\$722
41	DISP-697159	3/12/2024	\$1,570	\$512	\$1,057
42	DISP-695486	3/13/2024	\$1,570	\$1,373	\$197
43	DISP-694133	3/13/2024	\$3,309	\$3,053	\$255
44	DISP-747476	3/13/2024	\$4,963	\$422	\$4,541
45	DISP-910467	3/14/2024	\$563	\$135	\$428
46	DISP-811761	3/26/2024	\$1,158	\$1,094	\$64
47	DISP-369484	3/27/2024	\$3,309	\$3,281	\$28
48	DISP-775582	3/28/2024	\$1,158	\$79	\$1,079
49	DISP-910236	3/29/2024	\$1,654	\$1,636	\$19
50	DISP-910236	3/29/2024	\$1,654	\$1,163	\$491
51	DISP-936982	4/1/2024	\$1,570	\$1,493	\$77
52	DISP-983308	4/1/2024	\$3,309	\$84	\$3,224
53	DISP-1036792	4/3/2024	\$1,654	\$974	\$681
54	DISP-936943	4/3/2024	\$1,570	\$1,252	\$317
55	DISP-936779	4/4/2024	\$4,963	\$234	\$4,729
56	DISP-775082	4/5/2024	\$9,926	\$8,107	\$1,819
57	DISP-983295	4/8/2024	\$1,158	\$1,136	\$22
58	DISP-1036449	4/8/2024	\$1,158	\$0	\$1,158
59	DISP-774882	4/9/2024	\$1,570	\$205	\$1,365
60	DISP-1066604	4/11/2024	\$1,158	\$1,138	\$19
61	DISP-812009	4/11/2024	\$1,158	\$0	\$1,158
62	DISP-63862	4/18/2024	\$4,963	\$0	\$4,963
63	DISP-1079691	4/23/2024	\$1,570	\$1,373	\$197
64	DISP-559564	4/29/2024	\$3,309	\$1,654	\$1,654
65	DISP-369452	4/30/2024	\$1,654	\$242	\$1,412
66	DISP-1240671	5/14/2024	\$1,654	\$1,625	\$29
67	DISP-1237432	5/14/2024	\$1,570	\$1,530	\$39
68	DISP-228952	5/17/2024	\$3,309	\$212	\$3,097
69	DISP-910219	5/23/2024	\$1,158	\$1,142	\$15
70	DISP-910219	5/23/2024	\$1,158	\$461	\$696
71	DISP-80622	5/24/2024	\$1,654	\$0	\$1,654
72	DISP-80622	5/24/2024	\$1,654	\$0	\$1,654
73	DISP-80622	5/24/2024	\$1,654	\$0	\$1,654
74	DISP-80622	5/24/2024	\$3,309	\$0	\$3,309
75	DISP-80622	5/24/2024	\$3,309	\$0	\$3,309
76	DISP-1241148	6/4/2024	\$19,852	\$19,500	\$352
77	DISP-55012	6/10/2024	\$3,309	\$1,793	\$1,516
78	DISP-437800	6/20/2024	\$1,654	\$1,630	\$24
79	DISP-262976	6/24/2024	\$141	\$124	\$17
80	DISP-80431	7/2/2024	\$6,617	\$563	\$6,054

81	DISP-1148811	7/3/2024	\$1,158	\$33	\$1,125
82	DISP-393662	7/11/2024	\$1,654	\$174	\$1,480
83	DISP-55005	7/11/2024	\$1,654	\$0	\$1,654
84	DISP-55005	7/11/2024	\$1,654	\$0	\$1,654
85	DISP-55005	7/11/2024	\$1,654	\$0	\$1,654
86	DISP-55005	7/11/2024	\$3,309	\$0	\$3,309
87	DISP-55005	7/11/2024	\$3,309	\$0	\$3,309
88	DISP-1404826	7/15/2024	\$1,158	\$1,114	\$43
89	DISP-228954	7/17/2024	\$1,570	\$95	\$1,474
90	DISP-228954	7/17/2024	\$1,570	\$0	\$1,570
91	DISP-1471189	7/22/2024	\$1,570	\$1,540	\$30
92	DISP-698223	7/26/2024	\$1,570	\$1,457	\$113
93	DISP-161728	7/26/2024	\$4,963	\$4,055	\$908
94	DISP-63840	7/26/2024	\$1,455	\$530	\$925
95	DISP-161728	7/26/2024	\$8,272	\$0	\$8,272
96	DISP-263557	7/29/2024	\$1,158	\$0	\$1,158
97	DISP-263557	7/29/2024	\$1,158	\$0	\$1,158
98	DISP-910061	7/30/2024	\$1,570	\$1,550	\$20
99	DISP-393949	7/30/2024	\$1,158	\$71	\$1,087
100	DISP-393949	7/30/2024	\$1,158	\$0	\$1,158
101	DISP-63751	7/30/2024	\$1,654	\$141	\$1,514
102	DISP-63751	7/30/2024	\$9,926	\$845	\$9,081
103	DISP-404277	8/1/2024	\$4,963	\$4,849	\$114
104	DISP-437538	8/2/2024	\$76	\$0	\$76
105	DISP-228491	8/5/2024	\$1,570	\$1,186	\$384
106	DISP-214830	8/9/2024	\$1,654	\$141	\$1,514
107	DISP-214830	8/9/2024	\$1,654	\$0	\$1,654
108	DISP-214830	8/9/2024	\$3,309	\$188	\$3,121
109	DISP-214830	8/9/2024	\$6,617	\$563	\$6,054
110	DISP-1519008	8/12/2024	\$1,570	\$1,455	\$115
111	DISP-1519378	8/13/2024	\$76	\$43	\$33
112	DISP-1148142	8/15/2024	\$1,158	\$39	\$1,119
113	DISP-394520	8/16/2024	\$1,158	\$52	\$1,105
114	DISP-394520	8/16/2024	\$1,158	\$71	\$1,087
115	DISP-1568869	8/16/2024	\$1,570	\$0	\$1,570
116	DISP-437566	8/19/2024	\$308	\$0	\$308
117	DISP-1608310	8/22/2024	\$1,158	\$756	\$402
118	DISP-394489	8/22/2024	\$1,570	\$136	\$1,434
119	DISP-394489	8/22/2024	\$1,570	\$183	\$1,387
120	DISP-228539	8/22/2024	\$6,617	\$282	\$6,336
121	DISP-394181	8/22/2024	\$8,272	\$0	\$8,272
122	DISP-394181	8/22/2024	\$11,580	\$985	\$10,595

123	DISP-263042	8/23/2024	\$1,570	\$95	\$1,474
124	DISP-302757	8/26/2024	\$1,654	\$0	\$1,654
125	DISP-369317	8/27/2024	\$1,570	\$127	\$1,443
126	DISP-684380	8/28/2024	\$3,309	\$1,497	\$1,812
127	DISP-870503	8/30/2024	\$1,158	\$1,151	\$7
128	DISP-1568951	9/3/2024	\$308	\$37	\$271
129	DISP-180525	9/3/2024	\$3,309	\$3,027	\$282
130	DISP-180525	9/3/2024	\$1,654	\$0	\$1,654
131	DISP-180525	9/3/2024	\$3,309	\$0	\$3,309
132	DISP-180525	9/3/2024	\$8,272	\$0	\$8,272
133	DISP-509720	9/4/2024	\$1,158	\$90	\$1,067
134	DISP-199816	9/6/2024	\$1,158	\$44	\$1,114
135	DISP-199816	9/6/2024	\$1,158	\$37	\$1,121
136	DISP-1568698	9/9/2024	\$14,889	\$0	\$14,889
137	DISP-180497	9/10/2024	\$1,158	\$37	\$1,121
138	DISP-180497	9/10/2024	\$1,158	\$37	\$1,121
139	DISP-278069	9/10/2024	\$1,158	\$37	\$1,121
140	DISP-180497	9/10/2024	\$1,158	\$0	\$1,158
141	DISP-393638	9/10/2024	\$1,158	\$0	\$1,158
142	DISP-278323	9/11/2024	\$4,963	\$422	\$4,541
143	DISP-1683083	9/12/2024	\$1,158	\$76	\$1,081
144	DISP-1683054	9/13/2024	\$1,570	\$197	\$1,373
145	DISP-1471205	9/16/2024	\$76	\$65	\$11
146	DISP-1471313	9/16/2024	\$1,123	\$1,053	\$70
147	DISP-1471255	9/16/2024	\$749	\$636	\$112
148	DISP-1684282	9/17/2024	\$3,309	\$3,029	\$280
149	DISP-1683676	9/18/2024	\$4,963	\$562	\$4,401
150	DISP-1317275	9/26/2024	\$1,158	\$42	\$1,116
151	DISP-1317275	9/26/2024	\$1,158	\$35	\$1,123
152	DISP-1290683	9/26/2024	\$3,309	\$538	\$2,771
153	DISP-1290683	9/26/2024	\$3,309	\$282	\$3,027
154	DISP-424301	9/27/2024	\$3,309	\$374	\$2,934
155	DISP-424301	9/27/2024	\$3,309	\$374	\$2,934
156	DISP-424301	9/27/2024	\$4,963	\$374	\$4,589
157	DISP-1608245	10/1/2024	\$1,158	\$0	\$1,158
158	DISP-1290830	10/7/2024	\$3,309	\$282	\$3,027
159	DISP-1148557	10/14/2024	\$8,272	\$639	\$7,633
160	DISP-559634	10/15/2024	\$1,570	\$165	\$1,405
161	DISP-1783760	10/15/2024	\$1,570	\$0	\$1,570
162	DISP-509023	10/16/2024	\$1,158	\$141	\$1,017
163	DISP-424523	10/16/2024	\$1,570	\$177	\$1,393
164	DISP-424523	10/16/2024	\$1,570	\$177	\$1,393

165	DISP-1608291	10/16/2024	\$1,570	\$169	\$1,401
166	DISP-1785615	10/16/2024	\$1,570	\$113	\$1,457
167	DISP-1783644	10/16/2024	\$1,570	\$91	\$1,478
168	DISP-1608291	10/16/2024	\$1,570	\$91	\$1,478
169	DISP-1519786	10/16/2024	\$1,570	\$54	\$1,515
170	DISP-1519786	10/16/2024	\$1,570	\$0	\$1,570
171	DISP-1784610	10/18/2024	\$1,654	\$197	\$1,457
172	DISP-1608624	10/19/2024	\$183	\$128	\$55
173	DISP-1724058	10/19/2024	\$1,158	\$54	\$1,103
174	DISP-1724160	10/19/2024	\$1,158	\$43	\$1,114
175	DISP-1725009	10/19/2024	\$1,158	\$0	\$1,158
176	DISP-1724041	10/19/2024	\$1,570	\$113	\$1,456
177	DISP-1404914	10/19/2024	\$1,654	\$0	\$1,654
178	DISP-1724664	10/19/2024	\$3,309	\$272	\$3,037
179	DISP-1724920	10/19/2024	\$3,309	\$0	\$3,309
180	DISP-1724652	10/19/2024	\$4,963	\$422	\$4,541
181	DISP-1608347	10/19/2024	\$4,963	\$0	\$4,963
182	DISP-1786454	10/21/2024	\$1,570	\$208	\$1,362
183	DISP-1786144	10/22/2024	\$1,158	\$80	\$1,077
184	DISP-1784155	10/22/2024	\$1,570	\$208	\$1,362
185	DISP-1783160	10/22/2024	\$1,654	\$187	\$1,467
186	DISP-1724437	10/22/2024	\$1,570	\$0	\$1,570
187	DISP-509486	10/22/2024	\$3,309	\$563	\$2,746
188	DISP-910295	10/23/2024	\$258	\$191	\$67
189	DISP-910295	10/23/2024	\$489	\$422	\$67
190	DISP-910295	10/23/2024	\$675	\$563	\$112
191	DISP-910295	10/23/2024	\$174	\$45	\$130
192	DISP-910295	10/23/2024	\$374	\$225	\$149
193	DISP-910433	10/23/2024	\$308	\$75	\$234
194	DISP-910433	10/23/2024	\$308	\$58	\$250
195	DISP-937075	10/23/2024	\$308	\$42	\$267
196	DISP-937075	10/23/2024	\$308	\$37	\$271
197	DISP-982668	10/23/2024	\$308	\$37	\$271
198	DISP-910433	10/23/2024	\$308	\$37	\$271
199	DISP-910433	10/23/2024	\$308	\$35	\$274
200	DISP-910433	10/23/2024	\$308	\$35	\$274
201	DISP-982668	10/23/2024	\$308	\$35	\$274
202	DISP-982668	10/23/2024	\$308	\$35	\$274
203	DISP-910433	10/23/2024	\$308	\$14	\$294
204	DISP-982668	10/23/2024	\$308	\$0	\$308
205	DISP-910572	10/23/2024	\$308	\$0	\$308
206	DISP-910433	10/23/2024	\$462	\$56	\$407

207	DISP-937075	10/23/2024	\$462	\$56	\$407
208	DISP-910572	10/23/2024	\$617	\$75	\$542
209	DISP-983015	10/23/2024	\$1,158	\$128	\$1,030
210	DISP-910412	10/23/2024	\$1,158	\$86	\$1,071
211	DISP-982323	10/23/2024	\$1,158	\$86	\$1,071
212	DISP-1784875	10/23/2024	\$1,158	\$80	\$1,077
213	DISP-910412	10/23/2024	\$1,158	\$43	\$1,114
214	DISP-983015	10/23/2024	\$1,158	\$43	\$1,114
215	DISP-910651	10/23/2024	\$1,158	\$43	\$1,114
216	DISP-982323	10/23/2024	\$1,158	\$43	\$1,114
217	DISP-1783637	10/23/2024	\$1,158	\$43	\$1,114
218	DISP-983015	10/23/2024	\$1,158	\$43	\$1,114
219	DISP-910412	10/23/2024	\$1,158	\$43	\$1,115
220	DISP-910651	10/23/2024	\$1,158	\$43	\$1,115
221	DISP-910651	10/23/2024	\$1,158	\$43	\$1,115
222	DISP-983015	10/23/2024	\$1,158	\$43	\$1,115
223	DISP-910412	10/23/2024	\$1,158	\$40	\$1,117
224	DISP-983015	10/23/2024	\$1,158	\$40	\$1,117
225	DISP-983015	10/23/2024	\$1,158	\$40	\$1,117
226	DISP-983015	10/23/2024	\$1,158	\$40	\$1,117
227	DISP-983015	10/23/2024	\$1,158	\$40	\$1,117
228	DISP-1784820	10/23/2024	\$1,158	\$35	\$1,123
229	DISP-983015	10/23/2024	\$1,158	\$0	\$1,158
230	DISP-983015	10/23/2024	\$1,158	\$0	\$1,158
231	DISP-983015	10/23/2024	\$1,158	\$0	\$1,158
232	DISP-982426	10/23/2024	\$1,570	\$335	\$1,235
233	DISP-982426	10/23/2024	\$1,570	\$113	\$1,457
234	DISP-982426	10/23/2024	\$1,570	\$105	\$1,464
235	DISP-982426	10/23/2024	\$1,570	\$105	\$1,464
236	DISP-982361	10/23/2024	\$1,654	\$183	\$1,472
237	DISP-982426	10/23/2024	\$1,570	\$70	\$1,500
238	DISP-982915	10/23/2024	\$1,654	\$141	\$1,514
239	DISP-982361	10/23/2024	\$1,654	\$141	\$1,514
240	DISP-982919	10/23/2024	\$1,654	\$141	\$1,514
241	DISP-982919	10/23/2024	\$1,654	\$141	\$1,514
242	DISP-910439	10/23/2024	\$1,654	\$141	\$1,514
243	DISP-982426	10/23/2024	\$1,570	\$0	\$1,570
244	DISP-982426	10/23/2024	\$1,570	\$0	\$1,570
245	DISP-1785510	10/23/2024	\$1,654	\$0	\$1,654
246	DISP-1783344	10/23/2024	\$1,654	\$0	\$1,654
247	DISP-982915	10/23/2024	\$3,309	\$391	\$2,917
248	DISP-910439	10/23/2024	\$3,309	\$365	\$2,944

249	DISP-910439	10/23/2024	\$3,309	\$365	\$2,944
250	DISP-982361	10/23/2024	\$3,309	\$282	\$3,027
251	DISP-982361	10/23/2024	\$3,309	\$282	\$3,027
252	DISP-1786174	10/23/2024	\$3,309	\$282	\$3,027
253	DISP-982361	10/23/2024	\$3,309	\$282	\$3,027
254	DISP-982919	10/23/2024	\$3,309	\$282	\$3,027
255	DISP-982919	10/23/2024	\$3,309	\$282	\$3,027
256	DISP-910439	10/23/2024	\$3,309	\$282	\$3,027
257	DISP-910439	10/23/2024	\$3,309	\$124	\$3,185
258	DISP-982361	10/23/2024	\$3,309	\$0	\$3,309
259	DISP-982361	10/23/2024	\$3,309	\$0	\$3,309
260	DISP-982361	10/23/2024	\$3,309	\$0	\$3,309
261	DISP-1786581	10/23/2024	\$3,309	\$0	\$3,309
262	DISP-982919	10/23/2024	\$4,963	\$845	\$4,118
263	DISP-982361	10/23/2024	\$4,963	\$548	\$4,415
264	DISP-910439	10/23/2024	\$4,963	\$422	\$4,541
265	DISP-982361	10/23/2024	\$6,617	\$563	\$6,054
266	DISP-982361	10/23/2024	\$6,617	\$563	\$6,054
267	DISP-982919	10/23/2024	\$8,272	\$704	\$7,568
268	DISP-910439	10/23/2024	\$8,272	\$704	\$7,568
269	DISP-1608488	10/24/2024	\$1,158	\$65	\$1,093
270	DISP-1373460	10/24/2024	\$1,158	\$42	\$1,115
271	DISP-1373460	10/24/2024	\$1,158	\$42	\$1,115
272	DISP-1373460	10/24/2024	\$1,158	\$40	\$1,117
273	DISP-1608488	10/24/2024	\$1,158	\$35	\$1,123
274	DISP-1568923	10/24/2024	\$1,570	\$113	\$1,457
275	DISP-1568923	10/24/2024	\$1,570	\$107	\$1,462
276	DISP-1608563	10/24/2024	\$1,570	\$93	\$1,477
277	DISP-1568923	10/24/2024	\$1,570	\$91	\$1,478
278	DISP-1373282	10/24/2024	\$1,654	\$141	\$1,514
279	DISP-1373282	10/24/2024	\$1,654	\$141	\$1,514
280	DISP-1785464	10/24/2024	\$1,654	\$136	\$1,518
281	DISP-1608563	10/24/2024	\$1,570	\$0	\$1,570
282	DISP-1568798	10/24/2024	\$1,654	\$0	\$1,654
283	DISP-1373282	10/24/2024	\$3,309	\$282	\$3,027
284	DISP-1568798	10/24/2024	\$3,309	\$272	\$3,037
285	DISP-180309	10/25/2024	\$1,158	\$63	\$1,095
286	DISP-1206123	10/29/2024	\$1,654	\$141	\$1,514
287	DISP-180949	10/29/2024	\$1,654	\$0	\$1,654
288	DISP-1317253	10/31/2024	\$1,570	\$211	\$1,359
289	DISP-1317253	10/31/2024	\$1,570	\$110	\$1,460
290	DISP-263165	10/31/2024	\$1,570	\$95	\$1,474

291	DISP-1786446	10/31/2024	\$4,963	\$592	\$4,371
292	DISP-559544	11/1/2024	\$1,158	\$63	\$1,094
293	DISP-359442	11/1/2024	\$1,158	\$44	\$1,113
294	DISP-1724692	11/1/2024	\$1,158	\$36	\$1,122
295	DISP-359442	11/1/2024	\$1,158	\$34	\$1,123
296	DISP-359442	11/1/2024	\$1,158	\$0	\$1,158
297	DISP-534523	11/1/2024	\$1,570	\$113	\$1,457
298	DISP-534795	11/1/2024	\$1,654	\$0	\$1,654
299	DISP-1608485	11/1/2024	\$3,309	\$730	\$2,578
300	DISP-534795	11/1/2024	\$3,309	\$282	\$3,027
301	DISP-534795	11/1/2024	\$4,963	\$282	\$4,681
302	DISP-1857589	11/2/2024	\$1,570	\$0	\$1,570
303	DISP-329197	11/6/2024	\$1,570	\$183	\$1,387
304	DISP-404439	11/6/2024	\$1,570	\$135	\$1,434
305	DISP-404439	11/6/2024	\$1,570	\$226	\$1,344
306	DISP-437590	11/7/2024	\$1,570	\$113	\$1,457
307	DISP-1859529	11/8/2024	\$1,158	\$36	\$1,122
308	DISP-369773	11/11/2024	\$1,158	\$44	\$1,113
309	DISP-369773	11/11/2024	\$1,158	\$44	\$1,113
310	DISP-228518	11/11/2024	\$1,158	\$37	\$1,121
311	DISP-369773	11/11/2024	\$1,158	\$0	\$1,158
312	DISP-369773	11/11/2024	\$1,158	\$0	\$1,158
313	DISP-937039	11/12/2024	\$1,158	\$86	\$1,071
314	DISP-937039	11/12/2024	\$1,158	\$43	\$1,114
315	DISP-937039	11/12/2024	\$1,158	\$34	\$1,124
316	DISP-1923798	11/12/2024	\$1,570	\$133	\$1,436
317	DISP-1922672	11/18/2024	\$1,158	\$80	\$1,077
318	DISP-559559	11/18/2024	\$3,309	\$0	\$3,309
319	DISP-559559	11/18/2024	\$6,617	\$1,855	\$4,762
320	DISP-1922341	11/19/2024	\$2,849	\$544	\$2,305
321	DISP-1857213	11/21/2024	\$1,570	\$0	\$1,570
322	DISP-1714937	11/22/2024	\$1,158	\$41	\$1,116
323	DISP-302781	11/23/2024	\$1,158	\$44	\$1,113
324	DISP-302781	11/23/2024	\$1,158	\$0	\$1,158
325	DISP-228460	11/26/2024	\$3,309	\$348	\$2,961
326	DISP-1980199	11/27/2024	\$1,158	\$36	\$1,122
327	DISP-1978573	11/27/2024	\$1,570	\$93	\$1,477
328	DISP-1979656	11/27/2024	\$4,963	\$592	\$4,371
329	DISP-1979253	11/27/2024	\$4,963	\$408	\$4,555
330	DISP-1978473	11/29/2024	\$1,158	\$80	\$1,077
			TOTAL *		\$549,961

EXHIBIT D

The ILND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (See instructions on next page of this form.)

I. (a) PLAINTIFFS

(b) County of Residence of First Listed Plaintiff
(Except in U.S. plaintiff cases)

(c) Attorneys (firm name, address, and telephone number)

DEFENDANTS

County of Residence of First Listed Defendant
(In U.S. plaintiff cases only)
Note: In land condemnation cases, use the location of the tract of land involved.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Check one box, only.)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question
(U.S. Government not a party.)
- ☐ 4 Diversity
(Indicate citizenship of parties in Item III.)

III. CITIZENSHIP OF PRINCIPAL PARTIES (For Diversity Cases Only.)

(Check one box, only for plaintiff and one box for defendant.)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | ☐ 1 | ☐ 1 | Incorporated or Principal Place of Business in This State | ☐ 4 | ☐ 4 |
| Citizen of Another State | ☐ 2 | ☐ 2 | Incorporated and Principal Place of Business in Another State | ☐ 5 | ☐ 5 |
| Citizen or Subject of a Foreign Country | ☐ 3 | ☐ 3 | Foreign Nation | ☐ 6 | ☐ 6 |

IV. NATURE OF SUIT (Check one box, only.)

CONTRACT	TORTS	PRISONER PETITIONS	LABOR	OTHER STATUTES
☐ 110 Insurance ☐ 120 Marine ☐ 130 Miller Act ☐ 140 Negotiable Instrument ☐ 150 Recovery of Overpayment & Enforcement of Judgment ☐ 151 Medicare Act ☐ 152 Recovery of Defaulted Student Loan (Excludes Veterans) ☐ 153 Recovery of Veteran's Benefits ☐ 160 Stockholders' Suits ☐ 190 Other Contract ☐ 195 Contract Product Liability ☐ 196 Franchise	PERSONAL INJURY ☐ 310 Airplane ☐ 315 Airplane Product Liability ☐ 320 Assault, Libel & Slander ☐ 330 Federal Employers' Liability ☐ 340 Marine ☐ 345 Marine Product Liability ☐ 350 Motor Vehicle ☐ 355 Motor Vehicle Product Liability ☐ 360 Other Personal Injury ☐ 362 Personal Injury - Medical Malpractice PERSONAL INJURY ☐ 365 Personal Injury - Product Liability ☐ 367 Health Care/Pharmaceutical Personal Injury Product Liability ☐ 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY ☐ 370 Other Fraud ☐ 371 Truth in Lending ☐ 380 Other Personal Property Damage ☐ 385 Property Damage Product Liability	☐ 510 Motions to Vacate Sentence ☐ 530 General ☐ 535 Death Penalty Other: ☐ 540 Mandamus & Other ☐ 550 Civil Rights ☐ 555 Prison Condition ☐ 560 Civil Detainee - Conditions of Confinement	☐ 710 Fair Labor Standards Act ☐ 720 Labor/Management Relations ☐ 740 Railway Labor Act ☐ 751 Family and Medical Leave Act ☐ 790 Other Labor Litigation ☐ 791 Employee Retirement Income Security Act PROPERTY RIGHTS ☐ 820 Copyright ☐ 830 Patent ☐ 835 Patent - Abbreviated New Drug Application ☐ 840 Trademark ☐ 880 Defend Trade Secrets Act of 2016 (DTSA) SOCIAL SECURITY ☐ 861 HIA (1395ff) ☐ 862 Black Lung (923) ☐ 863 DIWC/DIWW (405(g)) ☐ 864 SSID Title XVI ☐ 865 RSI (405(g)) FEDERAL TAXES ☐ 870 Taxes (U.S. Plaintiff or Defendant) ☐ 871 IRS—Third Party 26 USC 7609	☐ 375 False Claims Act ☐ 376 Qui Tam (31 USC 3729 (a)) ☐ 400 State Reapportionment ☐ 410 Antitrust ☐ 430 Banks and Banking ☐ 450 Commerce ☐ 460 Deportation ☐ 470 Racketeer Influenced and Corrupt Organizations ☐ 480 Consumer Credit ☐ 485 Telephone Consumer Protection Act (TCPA) ☐ 490 Cable/Sat TV ☐ 850 Securities/Commodities/Exchange ☐ 890 Other Statutory Actions ☐ 891 Agricultural Arts ☐ 893 Environmental Matters ☐ 895 Freedom of Information Act ☐ 896 Arbitration ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision ☐ 950 Constitutionality of State Statutes
REAL PROPERTY ☐ 210 Land Condemnation ☐ 220 Foreclosure ☐ 230 Rent Lease & Ejectment ☐ 240 Torts to Land ☐ 245 Tort Product Liability ☐ 290 All Other Real Property	CIVIL RIGHTS ☐ 440 Other Civil Rights ☐ 441 Voting ☐ 442 Employment ☐ 443 Housing/Accommodations ☐ 445 Amer. w/ Disabilities-Employment ☐ 446 Amer. w/Disabilities - Other ☐ 448 Education	BANKRUPTCY ☐ 422 Appeal 28 USC 158 ☐ 423 Withdrawal 28 USC 157 IMMIGRATION ☐ 462 Naturalization Application ☐ 463 Habeas Corpus - Alien Detainee (Prisoner Petition) ☐ 465 Other Immigration Actions	FORFEITURE/PENALTY ☐ 625 Drug Related Seizure of Property 21 USC 881 ☐ 690 Other	

V. ORIGIN (Check one box, only.)

- ☐ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION (Enter U.S. Civil Statute under which you are filing and write a brief statement of cause.)

29 U.S.C. 1132

VII. PREVIOUS BANKRUPTCY MATTERS (For nature of suit 422 and 423, enter the case number and judge for any associated bankruptcy matter previously adjudicated by a judge of this Court. Use a separate attachment if necessary.)**VIII. REQUESTED IN COMPLAINT:**

☐ Check if this is a class action under Rule 23, F.R.C.V.P.

Demand \$

CHECK Yes only if demanded in complaint:

Jury Demand: ☐ Yes ☐ No

IX. RELATED CASE(S) IF ANY (See instructions):

Judge

Case Number

X. Is this a previously dismissed or remanded case?

☐ Yes ☐ No If yes, Case #

Name of Judge

Date: _____

Signature of Attorney of Record _____

APPX49

Authority for Civil Cover Sheet

The ILND 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use
(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the
(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box. Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
Original Proceedings. (1) Cases which originate in the United States district courts.
Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C.
Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

**UNITED STATES DISTRICT COURT
FOR THE Northern District of Illinois – CM/ECF NextGen 1.8 (rev. 1.8.2)
Eastern Division**

SpecialtyCare, Inc, et al.

Plaintiff,

v.

Case No.:
1:24-cv-12902
Honorable Manish
S. Shah

Health Care Service Corporation d/b/a Blue Cross Blue
Shield of New Mexico

Defendant.

NOTIFICATION OF DOCKET ENTRY

This docket entry was made by the Clerk on Tuesday, January 21, 2025:

MINUTE entry before the Honorable Manish S. Shah: Motion hearing held. For the reasons stated in open court, the motion to transfer case [9] is granted. Case Nos. 24 CV 12935 and 24 CV 12945 will be submitted to the Executive Committee for reassignment to this court. By 3/4/25, the parties shall file a status report with a proposed case schedule. Notices Mailed. (psm,)

ATTENTION: This notice is being sent pursuant to Rule 77(d) of the Federal Rules of Civil Procedure or Rule 49(c) of the Federal Rules of Criminal Procedure. It was generated by CM/ECF, the automated docketing system used to maintain the civil and criminal dockets of this District. If a minute order or other document is enclosed, please refer to it for additional information.

For scheduled events, motion practices, recent opinions and other information, visit our web site at www.ilnd.uscourts.gov.

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

**SPECIALTYCARE INC., REMOTE
NEUROMONITORING PHYSICIANS,
PC, and SENTIENT PHYSICIANS, PC,**

Plaintiffs,

V.

**HEALTH CARE SERVICE
CORPORATION d/b/a BLUE CROSS
BLUE SHIELD OF NEW MEXICO,**

Defendant.

Civil Action No. 1:24-cv-12902

Hon. Manish S. Shah

FIRST AMENDED COMPLAINT¹ AND
PETITION TO CONFIRM ARBITRATION AWARD

Plaintiffs, SpecialtyCare Inc., Remote Neuromonitoring Physicians, PC, and Sentient Physicians, PC (collectively, “SpecialtyCare”), bring this action against Health Care Service Corporation d/b/a Blue Cross Blue Shield of New Mexico (“BCBSNM”) and allege as follows:

I. INTRODUCTION

1. This action is necessary because BCBSNM has failed and/or refused to pay to SpecialtyCare the money that it was ordered to pay in arbitral awards rendered pursuant to the federal No Surprises Act (“NSA”).

2. SpecialtyCare therefore brings this action to recover \$42,312 in out-of-network (“OON”) reimbursement pursuant to awards issued to SpecialtyCare against BCBSNM under the NSA, plus pre- and post-judgement interest and costs of collection.

¹ SpecialtyCare files this Amended Complaint pursuant to Fed. R. Civ. P. 15(a)(1)(B) following the filing of Defendant's Motion to Dismiss.

3. SpecialtyCare is recognized as a leading national healthcare provider of perfusion and intraoperative neuromonitoring throughout the United States. At all material times, BCBSNM was obligated to cover and reimburse SpecialtyCare for certain OON items and services rendered to BCBSNM's members and insureds under the NSA.

4. Under the NSA, effective January 1, 2022, SpecialtyCare can dispute the amounts BCBSNM paid for OON services furnished to patients enrolled in health benefit plans sold, insured, or administered by BCBSNM, through an independent dispute resolution ("IDR") process administered by the Centers for Medicare & Medicaid Services ("CMS"), where a neutral known as an "IDR entity" determines the amount that BCBSNM is required to pay SpecialtyCare on a particular claim for OON services.

5. If the IDR entity determines that BCBSNM underpaid SpecialtyCare, based on several factors the IDR entity considers, and awards SpecialtyCare additional amounts to ensure SpecialtyCare is fairly compensated, BCBSNM is required to make the additional payments to SpecialtyCare within 30 calendar days of that decision. 42 U.S.C. § 300gg-111(b)(1)(c).² The IDR entity's decision is "binding upon the parties involved" and not subject to judicial review absent circumstances described under the Federal Arbitration Act at 9 U.S.C. § 10(a)(1)-(4). *See* 42 U.S.C. §§ 300gg-111(c)(5)(E)-(F); 45 C.F.R. § 149.510(c)(4)(vii)(A).

6. Having underpaid each of the claims at issue in this action, BCBSNM forced SpecialtyCare to initiate IDR proceedings under the NSA to be fairly compensated. After the IDR entity awarded SpecialtyCare additional amounts in each of those proceedings, BCBSNM failed

² The relevant statutory provisions of the NSA, and its implementing regulations, are codified in three places: the Public Health Service Act ("PHS Act"), enforced by the Department of Health and Human Services ("HHS"); the Internal Revenue Code ("IRC"), enforced by the Department of the Treasury ("Treasury Department"); and the Employee Retirement Income Security Act ("ERISA"), enforced by the Department of Labor ("DOL"). For ease of reference, this Complaint cites to the PHS Act provisions and implementing regulations.

to fully pay SpecialtyCare the additional amounts owed. A tabulation identifying each IDR award, including the date the award was issued, the amount of the award, any payments to date of the award, and the remaining amount BCBSNM owes of the award, together aggregate of these unpaid balances of \$42,312 is attached hereto as **Exhibit A**.³

7. SpecialtyCare has made numerous attempts to obtain payment from BCBSNM, but its attempts have been unsuccessful. No satisfactory defense or explanation has been forthcoming from BCBSNM. As a result, this action is necessary so that SpecialtyCare can secure enforcement of the binding IDR awards by final judgement against BCBSNM in a court of law as allowed by the NSA.

II. PARTIES

8. SpecialtyCare Inc. is a corporation organized under the laws of the State of Delaware and has its principal place of business in Brentwood, Tennessee. SpecialtyCare has two affiliated entities: Remote Neuromonitoring Physicians, PC and Sentient Physicians, PC. Remote Neuromonitoring Physicians, PC is a professional corporation organized under the laws of the State of Pennsylvania whose principal place of business is located in Brentwood, Tennessee. Sentient Physicians, PC is a professional corporation organized under the laws of the State of Illinois whose principal place of business is located in Brentwood, Tennessee.

9. BCBSNM is a corporation organized under the laws of the State of Illinois, with its principal place of business located in Chicago, Illinois.

³ Given the volume of IDR awards at issue in this matter, Plaintiffs have not attached copies of the IDR awards. However, Plaintiffs' counsel will provide Defendant's counsel with the documentation for each individual IDR award upon counsel's request and will file the IDR awards with the Court as necessary.

III. JURISDICTION AND VENUE

10. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331 because it arises under the laws of the United States. Additionally, this Court has supplemental jurisdiction over the state-based claims because they “are so related to claims in the action within such original jurisdiction that they form part of the same case or controversy under Article III of the United States Constitution.” 28 U.S.C. § 1367(a).

11. This Court has personal jurisdiction over BCBSNM because, among other reasons, BCBSNM operates, conducts, engages in and carries on a business in Illinois, it maintains its principal place of business and other facilities in Illinois, and committed the acts complained of herein in Illinois. Further, BCBSNM is engaged in substantial and not isolated activity in Illinois, both interstate and intrastate.

12. Venue is proper in the Northern District of Illinois pursuant to 28 U.S.C. § 1391(b)(1) because, at all times material hereto, BCBSNM is a corporation conducting business in this Judicial District.

IV. FACTS

13. This dispute arises from BCBSNM’s failure to reimburse SpecialtyCare for healthcare services it provided to BCBSNM’s members, or patients who receive their insurance from self-funded ERISA plans for whom BCBSNM provides administrative services.

14. At all material times, BCBSNM was obligated to cover and reimburse SpecialtyCare for certain OON items and services rendered to BCBSNM’s members and insureds—each of whom validly and in writing assigned his or her benefits claims to SpecialtyCare—under the federal NSA.

15. The NSA, which became effective January 1, 2022, requires health plans and issuers, such as BCBSNM, to provide coverage and reimburse providers directly for OON emergency healthcare services and non-emergency services furnished to insured patients by OON providers at participating hospitals and facilities.

16. Under the NSA, health plans and issuers have 30 calendar days from the date the bill is transmitted by the provider to pay or deny the claim. *See* 42 U.S.C. § 300gg-111(b)(1)(c). Plans and issuers are allowed to initially pay the OON provider whatever amount they choose (or nothing at all). If the payment is too low, the provider may initiate an “open negotiation period” to negotiate a higher amount. *Id.* at § 300gg-111(c)(1)(A). If negotiations fail, the provider may initiate an IDR process where a third-party arbitrator, known as an IDR entity, determines the pricing on the claim(s). *Id.* at § 300gg-111(c)(1)(B).

17. The IDR process requires both parties to submit to the IDR entity position statements and proposed offers of payment for the items and services at issue.⁴ *Id.* § 300gg-111(c)(5)(B)(i)(I). The IDR entity then evaluates both proposed offers, based on a number of statutory factors, and selects one offer as the appropriate payment for the items and services at issue, and issues its written payment determination. *Id.* at § 300gg-111(c)(5)(C).

18. Any additional payment required by the IDR entity’s determination must be made directly to the provider **no later than thirty (30) calendar days** after the IDR entity issues its decision. *Id.* at § 300gg-111(c)(6); *see also* 45 C.F.R. § 149.510(c)(4)(ix).

⁴ If one of the parties fails to submit an offer within the required timeframes, the IDR entity must select the other party’s offer as the final award. *See* Ctrs. For Medicare & Medicaid Servs., *Federal Independent Dispute Resolution (IDR) Process Guidance for Disputing Parties* § 6.2.2, (Oct. 2022), available at <https://web.archive.org/web/20230106173733/https://www.cms.gov/files/document/federal-independent-dispute-resolution-guidance-disputing-parties.pdf>

19. The IDR entity's decision is "binding upon the parties involved" and not subject to judicial review absent circumstances described under the Federal Arbitration Act at 9 U.S.C. § 10(a)(1)-(4). *See* 42 U.S.C. §§ 300gg-111(c)(5)(E)-(F); 45 C.F.R. § 149.510(c)(4)(vii)(A).

20. Since the implementation of the NSA, IDR entities have issued hundreds of decisions requiring BCBSNM to pay SpecialtyCare additional amounts pursuant to the NSA.

21. The IDR determinations at issue were rendered in accordance with the NSA, and are, therefore, binding upon BCBSNM. *Id.* § 300gg-111(c)(5)(E)-(F);.

22. BCBSNM, however, consistently failed to remit full payment pursuant to the IDR entity's determinations, resulting in **\$42,312** in unpaid past due amounts owed to SpecialtyCare from BCBSNM (the "Debt").

23. Additionally, BCBSNM has failed to make timely payment within the NSA's required 30-calendar-day payment window, which begins when the IDR entity issues a decision finding that SpecialtyCare is owed additional payment, for the majority of IDR awards listed in Exhibit A. Indeed, many payments are overdue well-beyond the 30-calendar-day payment window.

24. SpecialtyCare has made numerous demands to BCBSNM for its payment on the Debt.

25. On multiple occasions, SpecialtyCare escalated the issue of BCBSNM's failure to timely remit payment for the Debt to BCBSNM and demanded payment for the same. Although not required by the NSA, SpecialtyCare provided a spreadsheet inventory of IDR entity determinations to BCBSNM to aid in the resolution of the Debt. SpecialtyCare also, from time to time, supplemented its inventory with copies of the IDR entities' determinations for each OON claim dispute at issue. Such inventory listed the following identifying information: IDR dispute

number, CPT, Service Date, PCN, Payor Claim Number, Award Total, Decision Date, Expected Payment Date, Total Payments (to date), Still Owed, Patient Amount Paid.

26. SpecialtyCare diligently followed-up with BCBSNM through multiple avenues. BCBSNM however, has frequently ignored SpecialtyCare's reminders for weeks at a time and has continued to not pay the Debt.

27. Despite SpecialtyCare's efforts, BCBSNM has not fully paid the Debt, and the past due amounts have continued to increase to the current amount of the Debt.

28. SpecialtyCare engaged and continues to engage in a series of transactions in an open account with BCBSNM.

29. SpecialtyCare provided and continues to provide OON items and services to BCBSNM's members and insureds, and it seeks reimbursement pursuant to the NSA, when necessary. Accordingly, SpecialtyCare also expects to enter further transactions with BCBSNM that may yield future IDR entity determinations that increase the Debt.

30. BCBSNM knows that it is statutorily required to pay IDR awards within thirty days. Upon information and belief, BCBSNM has not however, prioritized the compliance systems and personnel needed to meet its obligations under federal law, to the detriment of SpecialtyCare and to the advantage and unjust enrichment of BCBSNM, its stakeholders, and the health plans it serves.

31. BCBSNM knows that the longer it delays or denies payment, the more it can earn from the interest and/or investment income generated for its fully insured business. By delaying payment or not paying IDR awards, BCBSNM is able to keep the health plans' claims costs arbitrarily low, thus incentivizing plans to stay with them or using the results to market their services to other health plans.

32. Despite SpecialtyCare’s numerous demands, BCBSNM has failed to satisfy the Debt.

V. CLAIMS FOR RELIEF

COUNT 1 **PETITION TO CONFIRM ARBITRATION AWARDS** **(9 U.S.C. § 9)**

33. SpecialtyCare incorporates the foregoing paragraphs by reference.

34. Pursuant to 9 U.S.C. § 9, a party can petition a court to confirm an arbitration award.

35. Federal courts have authority to confirm IDR awards issued pursuant to the NSA under 9 U.S.C. § 9. *See, e.g., GPS of New Jersey M.D., P.C. v. Horizon Blue Cross & Blue Shield*, No. CV226614KMJBC, 2023 WL 5815821 (D.N.J. Sept. 8, 2023) (granting Horizon Blue Cross & Blue Shield’s cross-motion to confirm an IDR entity award under 9 U.S.C. § 9 because the language of the NSA indicates the IDR award is “final and binding” and, by invoking Section 10(a) of the Federal Arbitration Act, the NSA “gives the court the authority to confirm the award”).

36. SpecialtyCare has met all the pre-conditions for enforcement of the IDR awards at issue.

37. Accordingly, SpecialtyCare is entitled to an Order confirming each arbitration award listed in Exhibit A.

COUNT 2 **ACTION FOR NONPAYMENT OF IDR DETERMINATION** **(42 U.S.C. § 300gg-111(c)(6))**

38. SpecialtyCare incorporates the foregoing paragraphs by reference.

39. The determination of a certified IDR entity “shall be binding upon the parties involved” and that payment “shall be made directly to the nonparticipating provider or facility not later than 30 days after the date on which such determination is made.” *See* 42 U.S.C. §§ 300gg-111(c)(5)(E)(i)(I), 300gg-111(c)(6).

40. SpecialtyCare is entitled to have the IDR determination converted into a federal judgment and enforced with the assistance of this Court in post-judgment collection efforts.

41. SpecialtyCare is further entitled to pre-judgment interest from the 31st day after each determination date until the date judgment is entered and post-judgment interest from the date after judgment is entered until payment is satisfied by BCBSNM.

42. Accordingly, SpecialtyCare is entitled to judgement in the amount of the Debt plus pre- and post-judgement interest and the costs of collection.

COUNT 3
Implied Right of Action under the NSA

41. SpecialtyCare incorporates the foregoing paragraphs by reference.

42. The NSA includes an implied right of action against BCBSNM for the amount owed to SpecialtyCare.

43. Under the NSA, the determination of a certified IDR entity “shall be binding upon the parties involved” and that payment “shall be made directly to the nonparticipating provider or facility not later than 30 days after the date on which such determination is made.” See 42 U.S.C. §§ 300gg-111(c)(5)(E)(i)(I), 300gg-111(c)(6).

44. The NSA thus requires BCBSNM to pay to SpecialtyCare the IDR Award Balance Owed for the services at issue in this case.

45. Accordingly, SpecialtyCare is entitled to judgement in the amount of the Debt plus pre- and post-judgement interest and the costs of collection.

COUNT 4
Improper Denial of Benefits
(ERISA Section 502(a)(1)(B), 29 U.S.C. § 1132(a)(1)(B))

46. SpecialtyCare incorporates the foregoing paragraphs by reference.

47. SpecialtyCare has been assigned the right to payment and benefits from BCBSNM's members. This means SpecialtyCare steps into the shoes of, and is now considered, an ERISA beneficiary pursuant to 29 U.S.C. § 1002(8) for any self-funded plans BCBSNM is administering. As beneficiaries, SpecialtyCare is entitled to plan benefits, is the real party in interest as to these claims and has standing to bring claims under ERISA.

48. BCBSNM improperly denied benefits by failing to pay the IDR awards within 30 days of each decision, as required by federal law. BCBSNM's actions constitute an abuse of discretion by (a) not properly interpreting plan terms that are unambiguous, (b) exercising discretion over non-discretionary plan terms, and (c) denying SpecialtyCare payment and benefits under the plan terms.

49. SpecialtyCare is entitled to recover payment of plan benefits from BCBSNM pursuant to the IDR determinations

50. BCBSNM is responsible for NSA compliance for the plans it administers, including responding to IDR complaints and paying IDR awards, in connection with administering self-funded benefits plans. BCBSNM breached its obligations to both the self-funded plans it administers and the plan beneficiaries by not paying IDR awards for services rendered to plan beneficiaries

51. BCBSNM's denial of payment and benefits pursuant to the binding IDR determinations was not substantially justified, arbitrary and capricious, unsupported by substantial evidence, constituted an abuse of discretion, and wrongful under all circumstances.

52. SpecialtyCare, as assignee, hereby asserts a claim under ERISA Section 502(a)(1)(B), 29 U.S.C. § 1132(a)(1)(B), to recover payment of the IDR awards from the self-funded plans administered by BCBSNM at issue.

53. Pursuant to 29 U.S.C. § 1132(g), SpecialtyCare further seeks an award of reasonable attorney's fees and costs incurred in bringing this action.

54. Accordingly, for the reasons stated above, SpecialtyCare is entitled to judgement in the amount of the debt plus pre-and post-judgement interest and the costs of collection.

COUNT 5
OPEN ACCOUNT

53. SpecialtyCare incorporates the foregoing paragraphs by reference.

54. BCBSNM owes SpecialtyCare \$42,312 that is due with applicable interest, in accordance with the attached statement of BCBSNM's balance owed on the Debt.

55. Accordingly, SpecialtyCare is entitled to judgement in the amount of the debt plus pre- and post-judgement interest and the costs of collection.

COUNT 6
BAD FAITH

56. SpecialtyCare incorporates the foregoing paragraphs by reference.

57. SpecialtyCare asserts a claim for bad faith in violation of N.M. STAT. ANN. § 59A–16–20 and New Mexico common law.

58. SpecialtyCare made demand for payment on the Debt.

59. BCBSNM refused to pay the Debt after receiving SpecialtyCare's demand.

60. BCBSNM knew it did not have a reasonable cause to refuse payment of the Debt.

61. BCBSNM's refusal to pay was committed in bad faith.

62. BCBSNM's refusal to pay has inflicted additional expense, loss, and injury, including attorneys' fees and other costs incurred on SpecialtyCare to pursue recovery of amounts owed.

63. As a direct result of BCBSNM's conduct, SpecialtyCare has been harmed.

64. SpecialtyCare is entitled to recover the balance due on the Debt as well as interest and its reasonable costs and attorneys' fees.

COUNT 7
UNJUST ENRICHMENT

65. SpecialtyCare incorporates the foregoing paragraphs by reference.

66. For unpaid IDR awards, BCBSNM has been unjustly enriched by failing and refusing to pay the amounts due and owing to SpecialtyCare for services they provided to BCBSNM members.

67. BCBSNM received a benefit by receiving premiums and other consideration from the members, which in turn allowed the members to receive valuable medical care from SpecialtyCare with the expectation, by both the members and SpecialtyCare, that BCBSNM would pay the benefits it agreed to pay in exchange for the premiums and consideration provided.

68. BCBSNM voluntarily accepted and retained the benefit conferred.

69. SpecialtyCare has been adversely impacted by providing valuable treatment to the members with the expectation of payment, only to be systematically and arbitrarily denied such payment by BCBSNM. In providing such care, SpecialtyCare incurred costs associated with the use and consumption of materials and supplies, expenditure of employee time and effort, and the cost of capital—all without receiving payment for its efforts, services, and investments.

70. There is no justification for BCBSNM's refusal to pay for the medical treatment provided to members, and it would be inequitable for BCBSNM to retain the benefits it has received under these circumstances without paying the value thereof to SpecialtyCare in the sum of approximately \$42,312.

71. BCBSNM has been, and would continue to be, unjustly enriched if allowed to retain the benefit without paying the value thereof, and SpecialtyCare has suffered damages as a result.

VI. PRAYER FOR RELIEF

WHEREFORE, SpecialtyCare prays for the following relief:

- A. Judgment be entered against BCBSNM on each claim asserted herein;
- B. An Order confirming each IDR award included in Exhibit A pursuant to 9 U.S.C. § 9;
- C. An Order enforcing the IDR awards and a judgment for the total amount outstanding plus pre- and post-judgment interest under 28 U.S.C. § 1961;
- D. An Order awarding SpecialtyCare its costs and reasonable attorney's fees pursuant to Section 502(g)(1) of ERISA, 29 U.S.C. § 1132(g);
- E. Judgment be entered against BCBSNM in an amount to be determined at a hearing of this cause, plus any applicable interest and reasonable attorneys' fees and costs; and
- F. For such other, further, and general relief to which SpecialtyCare may show itself entitled.

Dated: September 15, 2025

Respectfully submitted,

/s/ Joshua D. Arters

Bryan M. Westhoff (IL-6278694)

Kevin M. Hogan (IL-6339112)

POLSINELLI PC

150 N. Riverside Plaza, Suite 3000

Chicago, Illinois 60606

T: 312-819-1900

F: 312-819-1910

bwesthoff@polsinelli.com.

kmhogan@polsinelli.com

Joshua D. Arters (TN #31340)

Kevin T. Elkins (TN #33280)

POLSINELLI PC

501 Commerce Street, Suite

1300 Nashville, Tennessee 37203
615-252-3923
jarters@polsinelli.com
kelkins@polsinelli.com

Counsel for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was electronically filed and served on September 15, 2025, on all counsel of record via the Court's CM/ECF system:

Martin J. Bishop
Jason Theodore Mayer
Vanessa Ashley Yashoda Perumal
Crowell & Moring LLP
455 N. Cityfront Plaza Drive
Ste. 3600
Chicago, IL 60611
mbishop@crowell.com
jmayer@crowell.com
vperumal@crowell.com

Counsel for Defendant

/s/ Joshua D. Arters
Joshua D. Arters

EXHIBIT A

Dispute #	IDR Determination Date	IDR Award	IDR Determination Balance Due
DISP-80384	6/10/2024	\$1,570	\$1,570
DISP-80424	7/5/2024	\$9,926	\$9,081
DISP-105489	4/1/2024	\$5,684	\$5,684
DISP-105749	12/14/2022	\$5,108	\$2,250
DISP-214578	11/26/2024	\$3,309	\$1,863
DISP-329025	4/4/2024	\$3,309	\$3,309
DISP-329371	11/21/2024	\$1,570	\$1,379
DISP-359281	10/11/2023	\$1,654	\$289
DISP-404465	7/16/2024	\$1,158	\$1,109
DISP-559738	2/12/2024	\$658	\$47
DISP-693503	1/9/2024	\$3,309	\$847
DISP-694241	1/17/2024	\$1,570	\$1,570
DISP-694945	1/10/2024	\$1,654	\$1,654
DISP-697635	11/19/2024	\$1,158	\$49
DISP-698070	1/4/2024	\$3,309	\$135
DISP-910157	2/27/2024	\$1,158	\$920
DISP-937077	2/29/2024	\$1,158	\$1,158
DISP-982735	3/19/2024	\$3,309	\$270
DISP-983088	3/20/2024	\$1,570	\$36
DISP-983233	3/19/2024	\$1,158	\$14
DISP-1148774	6/13/2024	\$180	\$31
DISP-1317434	6/6/2024	\$1,425	\$344
DISP-1470902	8/14/2024	\$3,309	\$285
DISP-105420	12/6/2024	\$3,309	\$3,309
DISP-214572	6/7/2023	\$3,309	\$62
DISP-228494	7/29/2025	\$1,158	\$1,113
DISP-329270	12/26/2024	\$1,158	\$1,084
DISP-393870	11/15/2023	\$1,158	\$13
DISP-404428	3/3/2025	\$1,570	\$1,443
DISP-424072	12/8/2023	\$1,158	\$5
DISP-697636	2/14/2024	\$1,570	\$18
DISP-699017	1/5/2024	\$1,158	\$7
DISP-1148348	2/21/2025	\$2,027	\$268
DISP-1148400	3/21/2025	\$1,158	\$1,099
			\$42,312

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

SPECIALTYCARE INC., REMOTE
NEUROMONITORING PHYSICIANS, PC
and SENTIENT PHYSICIANS, PC,

Plaintiffs,

v.

HEALTH CARE SERVICE CORPORATION
d/b/a BLUE CROSS BLUE SHIELD OF
NEW MEXICO,

Defendant.

No. 25 CV 12902

Judge Manish S. Shah

MEMORANDUM OPINION AND ORDER

Plaintiffs SpecialtyCare Inc., Remote Neuromonitoring Physicians, and Sentient Physicians sued defendant Health Care Service Corporation d/b/a Blue Cross Blue Shield of New Mexico for its failure to pay SpecialtyCare money it was ordered to pay after an independent dispute resolution process pursuant to the No Surprises Act. Defendants move to dismiss the complaint for lack of subject-matter jurisdiction and for failure to state a claim upon which relief can be granted. For the reasons discussed below, the motion is granted.

I. Legal Standards

A complaint requires only “a short and plain statement” showing that the plaintiff is entitled to relief. Fed. R. Civ. P. 8(a)(2); *Ashcroft v. Iqbal*, 556 U.S. 662, 677–78 (2009). To survive a motion to dismiss under Fed. R. Civ. P. 12(b)(6), the plaintiff must allege facts that “allow[] the court to draw the reasonable inference

that the defendant is liable for the misconduct alleged.” *Iqbal*, 556 U.S. at 678. “Threadbare recitals of the elements of a cause of action, supported by mere conclusory statements” are insufficient. *Iqbal*, 556 U.S. at 678.

Federal Rule of Civil Procedure 12(b)(1) governs dismissals based on a lack of subject-matter jurisdiction. A complaint must contain “a short and plain statement of the grounds for the court’s jurisdiction.” Fed. R. Civ. P. 8(a)(1). The plaintiff bears the burden of establishing jurisdiction. *Apex Digital, Inc. v. Sears, Roebuck & Co.*, 572 F.3d 440, 443 (7th Cir. 2009).

At this stage, I accept all factual allegations in the complaint as true and draw all reasonable inferences in the plaintiff’s favor. *Iqbal*, 556 U.S. at 678; *Lee v. City of Chicago*, 330 F.3d 456, 468 (7th Cir. 2003).

II. Background

Congress passed the No Surprises Act to protect patients from surprise medical bills when receiving care from out-of-network healthcare providers. *See* 42 U.S.C. § 300gg-111, et seq. Under the Act, health plans and issuers, like Blue Cross Blue Shield of New Mexico, are required to provide coverage for participants and beneficiaries and reimburse providers directly for out-of-network services. 42 U.S.C. § 300gg-111; [37] ¶ 15.¹ The Act sets up an independent dispute resolution process for billing disputes between providers and insurers. 42 U.S.C. § 300gg-111(c). First, the healthcare provider and insurer must try to agree on a price for the services. 42

¹ Bracketed numbers refer to entries on the district court docket. Referenced page numbers are taken from the CM/ECF header placed at the top of filings. The facts are taken from plaintiffs’ amended complaint, [37].

U.S.C. § 300gg-111(c)(1)(A). If the parties cannot come to an agreement, either party may initiate independent dispute resolution proceedings. 42 U.S.C. § 300gg-111(c)(1)(B). A certified independent dispute resolution entity is selected by either the parties or the Department of Health and Human Services and the entity determines the amount the insurer owes the provider by choosing between offers submitted by the parties. 42 U.S.C. § 300gg-111(c)(4)–(5). The certified independent dispute resolution entity’s award is binding on the parties, and payment of the award “shall be made ... not later than 30 days after the date on which such determination is made.” 42 U.S.C. § 300gg-111(c)(5)(E)(i).

Plaintiffs allege that a certified independent dispute resolution entity ordered Blue Cross Blue Shield of New Mexico to pay plaintiffs for services rendered. [37] ¶¶ 6, 21. They allege that Blue Cross Blue Shield of New Mexico has failed to pay and owes \$42,312 in unpaid past due amounts. [37] ¶¶ 6, 22. These payments, plaintiffs say, are well past the thirty-day payment window set in the No Surprises Act. [37] ¶ 23.

III. Analysis

A. Employee Retirement Income Security Act

Plaintiffs bring a claim under ERISA alleging that Blue Cross Blue Shield of New Mexico improperly denied benefits, including the right to payment, to plaintiffs. [37] ¶¶ 46–54. Blue Cross Blue Shield of New Mexico moves to dismiss the claim for lack of subject-matter jurisdiction, arguing that plaintiffs lack “statutory standing.”

Plaintiffs allege that they are beneficiaries under ERISA and are the “real part[ies] in interest as to these claims,” and so have standing. [37] ¶ 47.

The issue in this suit is not one of jurisdictional standing, but “whether [plaintiffs’] claim comes within the zone of interests regulated by a specific statute.” *Penn. Chiropractic Ass’n v. Independence Hosp. Indem. Plan, Inc.*, 802 F.3d 926, 928 (7th Cir. 2015). I “avoid the language of standing and ask instead whether plaintiffs are participants or beneficiaries as ERISA uses those words.” *Id.* Because the issue is whether plaintiffs can state a claim under the ERISA statute, it is analyzed under Rule 12(b)(6), not Rule 12(b)(1).

“A civil action may be brought by a participant or beneficiary [of an ERISA plan] to recover benefits due to him under the terms of his plan, to enforce his rights under the terms of the plan, or to clarify his rights to future benefits under the terms of the plan.” 29 U.S.C. § 1132(a)(1)(B). Plaintiffs are not participants in the plans. *See* 29 U.S.C. § 1002(7) (participant is an employee or former employee who seeks a plan’s benefits). Instead, they say they are beneficiaries. A beneficiary is “a person designated by a participant, or by the terms of an employee benefit plan, who is or may become entitled to a benefit thereunder.” 29 U.S.C. § 1002(8).

“When a ‘participant’ assigns to a medical provider the right to receive the participant’s entitlement under the plan, this makes the provider a ‘beneficiary’” under ERISA. *See Penn. Chiropractic Ass’n*, 802 F.3d at 928. “[A]n assignment puts the assignee into the shoes of the assignor.” *Milam v. Selene Fin., LP*, 163 F.4th 416, 420 (7th Cir. 2025). An assignee cannot have greater rights than the assignor

possessed and can only assert claims that could be brought by the assignor themselves. *Decatur Mem'l Hosp. v. Conn. Gen. Life Ins. Co.*, 990 F.2d 925, 927 (7th Cir. 1993).

Plaintiffs were assigned participants' plan entitlements and so are "beneficiaries" of the Blue Cross Blue Shield of New Mexico plans through assignment. [37] ¶ 47. This includes any entitlement to payment for healthcare services. *See Griffin v. TeamCare*, 909 F.3d 842, 845–46 (7th Cir. 2018). But plaintiffs do not allege that payment was denied, rather, they allege that they were underpaid for their services. [37] ¶¶ 6, 16, 18, 22, 27. There is a difference between a claim that implicates the *rate* of payment, and one that implicates the *right* to payment. *See DB Healthcare, LLC v. Blue Cross Blue Shield of Ariz., Inc.*, 852 F.3d 868, 877–78 (9th Cir. 2017) (claim relating to process of post-payment claims review and practice of recouping erroneous payments are not within the scope of assignment); *Brown v. BlueCross BlueShield of Tennessee, Inc.*, 827 F.3d 543, 548–49 (6th Cir. 2016) (recoupment of payments governed by separate contract between provider and insurer, not the employee benefits agreements, and so outside the scope of assignment); *Lone Star OB/GYN Assocs. v. Aetna Health Inc.*, 579 F.3d 525, 530–31 (5th Cir. 2009) (claims for underpayment were "entirely separate from coverage and arise out of the independent legal duty contained in the contract"). The "right to payment" falls within ERISA's "zone of interests" because an outright denial of payment is a denial of benefits, but the "rate of payment" does not, because the rate depends on terms outside the plans themselves (here, the independent dispute

resolution process). *Brown*, 827 F.3d at 548. The Blue Cross Blue Shield of New Mexico plan participants were not parties to the independent dispute resolution process, so they could not bring a suit for underpayment. *Id.* at 549. Because the participants could not bring a suit, the dispute about underpayment “cannot be covered by those members’ assignment of benefits.” *Id.* “While the ultimate effect on [plaintiffs] may be the same (i.e., non-payment), [plaintiffs’] grievance with Blue Cross is uniquely its own; it is not derivative of [plaintiffs’] patients.” *Id.*

That the plaintiffs’ claim falls outside the “zone of interests” regulated by ERISA is “further bolstered by the fact that the patient-assignors are unaffected by the outcome of this litigation.” *Id.* The plan’s participants cannot be billed by the providers to make up for any shortfall. *See* 42 U.S.C. § 300gg-111(a)(1), (b). Because the participants received “all the ‘benefits due to [them] under the terms of [the] plan,” *DaVita Inc. v. Amy’s Kitchen, Inc.*, 981 F.3d 664, 678–79 (9th Cir. 2020), plaintiffs fail to state a claim for improper denial of benefits under ERISA.

B. Section 9 of the Federal Arbitration Act

Plaintiffs say that I can confirm the independent dispute resolution award through Section 9 of the Federal Arbitration Act. Defendants counter that Congress did not incorporate the section into the No Surprises Act, and so it does not apply to the independent dispute resolution award.

FAA Section 9 says that if the parties “in their agreement have agreed that a judgment of the court shall be entered upon the award made pursuant to the arbitration,” a party to an arbitration may apply to the court to confirm the award,

which it must do unless the award is vacated, modified, or corrected as laid out in sections 10 and 11 of the Act. 9 U.S.C. § 9. Section 10 allows a district court to vacate an award if (1) the award was “procured by corruption, fraud, or undue means”; (2) there was “evident partiality or corruption in the arbitrators”; (3) the arbitrators were guilty of misconduct because they refused to postpone a hearing when there was sufficient cause shown, refused to hear pertinent and material evidence, or misbehaved in a way to prejudice the rights of any party; or (4) the arbitrators exceeded their powers or improperly executed them so that a “mutual, final, and definite award” was not made. 9 U.S.C. § 10(a).

Plaintiffs do not argue that the parties had an arbitration agreement; instead, they say that Section 9 does not require one. But the plain language of Section 9 of the FAA requires an “agreement” between the parties that “a judgment of the court shall be entered upon the award made pursuant to [] arbitration.” 9 U.S.C. § 9. “[T]he clear plain language and ordinary meaning of a text controls unless it leads to absurd results contrary to the obvious intent of the drafters.” *United States ex. rel. Streck v. Eli Lilly & Co.*, 152 F.4th 816, 834 (7th Cir. 2025). The text of the statute requires an agreement.

And arbitration “is a matter of contract.” *Gupta v. Morgan Stanley Smith Barney, LLC*, 934 F.3d 705, 710 (7th Cir. 2019). Indeed, it is “strictly ‘a matter of consent,’ ... and thus ‘is a way to resolve those disputes—but only those disputes—that the parties have agreed to submit to arbitration.” *Granite Rock Co. v. Int’l Bhd. of Teamsters*, 561 U.S. 287, 299 (2010) (internal citations omitted) (emphasis in

original). The independent dispute resolution process was not the result of an arbitration agreement, but pursuant to a statute authorizing the process. 42 U.S.C. § 300gg-111(c)(1)(B). It would not lead to absurd results contrary to the intent of the drafters if Section 9 of the FAA did not apply to a statutorily required process.

Plaintiffs argue that an agreement is not necessary for Section 9 to apply. But in each of their cited cases, there was an arbitration agreement. *See Hall St. Assocs., LLC v. Mattel, Inc.*, 552 U.S. 576, 587 n.6 (2008) (discussing the specific language in the agreement and whether specific standards must exist in the agreement to judicially enforce the arbitration award); *Qorvis Comm'ns, LLC v. Wilson*, 549 F.3d 303, 305–06, 308 (4th Cir. 2008) (arbitration clause in employment agreement); *Booth v. Hume Publ'g*, 902 F.2d 925, 930 (11th Cir. 1990) (employment agreement with provision that arbitrator's determination would be final and binding); *George Watts & Son, Inc. v. Tiffany & Co.*, 248 F.3d 577, 579–80 (7th Cir. 2001) (“But Watts does not contend that the arbitrator violated the arbitration agreement in such a fashion.”). Plaintiffs offer no other authority to support their argument that they do not need an agreement to arbitrate for Section 9 to apply.

That the No Surprises Act references 9 U.S.C. § 10(a) does not mean it also incorporated § 9. The Act does not incorporate § 10(a) entirely and instead cross-references four circumstances where a federal court can vacate an arbitration award. 42 U.S.C. § 300gg-111(c)(5)(E)(i)(II); 9 U.S.C. § 10(a)(1)–(4). The statute does not reference 9 U.S.C. § 9 in any way. “It is a fundamental principle of statutory interpretation that absent provision[s] cannot be supplied by the courts.” *Rotkiske v.*

Klemm, 589 U.S. 8, 14 (2019) (internal quotation marks and citation omitted). I decline to read an unreferenced provision into the No Surprises Act.

Because there was no arbitration agreement, Section 9 of the FAA does not apply, and Count 1 must be dismissed.

C. Private Cause of Action under the No Surprises Act

Plaintiffs also allege violations of the No Surprises Act, asserting that there is an implied cause of action under the Act.

“[P]rivate rights of action to enforce federal law must be created by Congress.” *Alexander v. Sandoval*, 532 U.S. 275, 286 (2001). There are two types of private rights of action: express and implied. *Chi. Tchr. Union, Loc. 1 v. Educators for Excellence, Inc.*, 159 F.4th 524, 528 (7th Cir. 2025). An express right of action is in a statute’s text; an implied right of action is “judicially inferred.” *Id.* To find an implied right of action, “[t]he judicial task is to interpret the statute Congress has passed to determine whether it displays an intent to create not just a private right but also a private remedy.” *Sandoval*, 532 U.S. at 286. There is a “strong presumption” against the creation of an implied right of action. *Chi. Tchr. Union*, 159 F.4th at 530. Without congressional intent to create a cause of action, “courts may not create one, no matter how desirable that might be as a policy matter, or how compatible with the statute.” *Sandoval*, 532 U.S. at 286–87.

There is no express right of action in the No Surprises Act. And beyond its silence, the Act bars judicial review of a determination of a certified independent dispute resolution entity except in a case described in paragraphs (1) through (4) of

Section 10(a) of the FAA. 42 U.S.C. § 300gg-111(c)(5)(E). Section 10, in turn, allows a court to vacate an arbitration award for corruption, fraud, partiality, misconduct, or if the arbitrators exceeded their power. 9 U.S.C. § 10(a)(1)–(4); *see* Section III.B. at 7. On its face, the No Surprises Act bars judicial review except in a few limited circumstances, none of which are relevant here. I do not have authority to review the independent dispute resolution entity’s determination.

Plaintiffs argue that implying a private right to seek confirmation or enforcement of an award is not “judicial review.” I disagree. The Supreme Court has explained that the “Federal Arbitration Act ... provides for expedited judicial review to *confirm*, vacate, or modify arbitration awards.” *Hall St. Assocs.*, 552 U.S. at 578 (emphasis added); *see also Concrete Pipe & Prods. of Cali., Inc. v. Constr. Laborers Pension Tr. for S. Cali.*, 508 U.S. 602, 611 (1993) (“The statute provides for judicial review of the arbitrator’s decision by an action in the district court to enforce, vacate, or modify the award.”). Because confirmation of an arbitrator’s award is included in judicial review, I am barred from confirming any independent dispute resolution award.

Even if confirmation of an independent dispute resolution award is not judicial review, the statute’s language does not reflect Congress’s intent to create a private remedy necessary to find an implied cause of action. Under the No Surprises Act, independent dispute resolution determinations “shall be binding upon the parties involved.” 42 U.S.C. § 300gg-111(c)(5)(E)(i)(I). The Act also says that payment “shall be made ... not later than 30 days after the date on which such determination is

made.” 42 U.S.C. § 300gg-111(c)(6). Payment “shall be made directly to the nonparticipating provider or facility.” 42 U.S.C. § 300gg-111(c)(6)

The No Surprises Act confers a right for providers to payment. The Act says that payment “shall” be made to providers, which is “rights-creating” language suggesting an implied right of action. *See Me. Cmty. Health Options v. United States*, 590 U.S. 296, 324 (2020). But “Congress’s use of mandatory language alone is not enough to create an implied private right of action.” *Saloojas, Inc. v. Aetna Health of Cali., Inc.*, 80 F.4th 1011, 1015 (9th Cir. 2023). Congress must intend to create a private remedy. *Sandoval*, 532 U.S. at 286. “Most revealing of Congress’s intent is that [the No Surprises Act] already has a method of enforcement: [42 U.S.C. § 300gg-22(b)(2)].” *Chi. Tchrs. Union*, 159 F.4th at 530. When Congress creates an enforcement mechanism other than a private right of action, it “suggests that Congress intended to preclude others.” *Id.* (quoting *Sandoval*, 532 U.S. at 290).

Congress empowered the Department of Health and Human Services to assess penalties against insurers for failure to comply with the No Surprises Act. *See* 42 U.S.C. § 300gg-22(b)(2); 45 C.F.R. § 150.303. Under the enforcement provision, any health plan or health insurance issuer that fails to comply with an independent dispute resolution determination is liable for up to \$100 for each day of noncompliance. 42 U.S.C. § 300gg-22(b)(2)(C)(i). The regulations implementing the statute also describe the processes for investigating potential violations and assessing civil money penalties for failing to comply with the No Surprises Act. 45 C.F.R. §§ 150.303–150.345. That Congress created an enforcement mechanism for the

Department of Health and Human Services is the “most revealing” clue about Congress’s intent and suggests that Congress did not intend to create a private remedy for providers.

Plaintiffs cite to *Me. Cmty. Health Options* in support of their position. That case involved obligations by the government to pay for goods and services, and whether that obligation fell within the Tucker Act’s immunity waiver, allowing the petitioners to sue the government for unpaid obligations. *Id.* at 307–08, 322. The Tucker Act waives the United States’s immunity for certain damages suits in the Court of Federal Claims. *Id.* at 322. The court held that the “shall pay” language in the statute created an obligation for the government to pay. *Id.* at 314. This language in the Tucker Act context, “often reflects congressional intent to create both a right and remedy.” *Id.* at 324 (internal quotation marks omitted). The Court also reasoned that there was a right of action because the statute focused on “compensating insurers for past conduct” and because there was no separate remedial scheme to enforce the statute. *Id.* at 325–26.

Maine Community, while supportive in some ways of plaintiff’s claim, is not controlling. The Court said that the mandatory language “*often*” reflects an intent to create a right and remedy, but not always. And the No Surprises Act’s focus is on protecting *patients* from surprise medical bills. *Guardian Flight, L.L.C. v. Health Care Serv. Corp.*, 140 F.4th 271, 273 (5th Cir. 2025). The Court in *Maine Community* also explained that there was no other enforcement mechanism in the statute, despite the mandatory language. The No Surprises Act has a separate remedial scheme,

which is the “most revealing” factor in determining Congress’s intent. Although the language in the Act is mandatory, which can reflect Congress’s intent in some circumstances, here, where there is an administrative enforcement mechanism and a focus on patients, not providers, there is no clear intent to create an implied cause of action. Because there is no implied cause of action to bring claims for violations of the No Surprises Act, Counts 2 and 3 are dismissed.

D. State-Law Claims

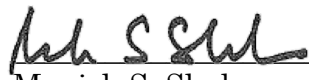
Plaintiffs bring state-law open account, bad faith, and unjust enrichment claims. There is no independent basis for federal jurisdiction, because there are no federal claims remaining and there is no complete diversity between the parties. 28 U.S.C. § 1332; *Jimenez v. Kiefer*, 100 F.4th 931, 936 (7th Cir. 2024); [37] ¶¶ 8–9.² I decline to exercise supplemental jurisdiction under 28 U.S.C. § 1367(c)(3). Plaintiffs’ state-law claims are dismissed.

² Both plaintiff Sentient Physicians, PC and defendant Blue Cross Blue Shield of New Mexico are citizens of Illinois.

IV. Conclusion

Defendant's motion to dismiss, [40], is granted. The federal claims are dismissed with prejudice and the state-law claims are dismissed without prejudice.³ Enter judgment and terminate civil case.

ENTER:



Manish S. Shah
United States District Judge

Date: June 2, 2026

³ Plaintiffs are “generally entitled to at least one chance to amend their complaint to cure an error in response to a district court’s dismissal order unless amendment would be futile.” *Hernandez v. Ill. Inst. of Tech.*, 63 F.4th 661, 671–72 (7th Cir. 2023) (internal quotation marks and citation omitted). Because underpayment is not within the zone of interests regulated by ERISA, Section 9 of the FAA does not apply, and the No Surprises Act does not confer a private cause of action, any amendment to these counts would be futile.

IN THE UNITED STATES DISTRICT COURT
FOR THE
NORTHERN DISTRICT OF ILLINOIS

SpecialtyCare, Inc., et al.,

Plaintiffs,

v.

Health Care Service Corporation d/b/a Blue Cross
Blue Shield of New Mexico,

Defendants.

Case No. 24-cv-12902
Judge Manish Shah

JUDGMENT IN A CIVIL CASE

Judgment is hereby entered (check appropriate box):

☐ in favor of plaintiff(s)
and against defendant(s)
in the amount of \$ _____,

which ☐ includes _____ pre-judgment interest.
☐ does not include pre-judgment interest.

Post-judgment interest accrues on that amount at the rate provided by law from the date of this judgment.

Plaintiff(s) shall recover costs from defendant(s).

☐ in favor of defendant(s)
and against plaintiff(s)

Defendant(s) shall recover costs from plaintiff(s).

☒ other: In favor of defendant Health Care Service Corporation d/b/a Blue Cross Blue Shield of New Mexico and against plaintiffs SpecialtyCare, Inc., Remote Neuromonitoring Physicians, PC, and Sentient Physicians, PC. The federal claims are dismissed with prejudice and the state-law claims are dismissed without prejudice.

This action was (*check one*):

☐ tried by a jury with Judge Manish Shah presiding, and the jury has rendered a verdict.
☐ tried by Judge Manish Shah without a jury and the above decision was reached.
☒ decided by Judge Manish Shah on a motion.

Date: 6/2/2026

Thomas G. Bruton, Clerk of Court

APPX82

/Susan McClintic , Deputy Clerk

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

**SPECIALTYCARE INC., REMOTE
NEUROMONITORING PHYSICIANS,
PC, and SENTIENT PHYSICIANS, PC,**

Plaintiffs,

v.

**HEALTH CARE SERVICE
CORPORATION d/b/a BLUE CROSS
BLUE SHIELD OF NEW MEXICO,**

Defendant.

Civil Action No. 1:24-cv-12902

Related Cases:

Case No. 1:24-cv-12935

Case No. 1:24-cv-12945

Hon. Manish S. Shah

PLAINTIFFS' NOTICE OF APPEAL

Plaintiffs SpecialtyCare, Inc., Remote Neuromonitoring Physicians, PC, and Sentient Physicians, PC (collectively "SpecialtyCare"), appeal to the United States Court of Appeals for the Seventh Circuit from all orders and decisions, including without limitation the Memorandum Order and Opinion granting Defendant's motion to dismiss rendered on June 2, 2026 (ECF No. 77).

Dated: June 12, 2026

Respectfully submitted,

/s/ Joshua D. Arters

Bryan M. Westhoff (IL-6278694)
Kevin M. Hogan (IL-6339112)
POLSINELLI PC
150 N. Riverside Plaza, Suite 3000
Chicago, Illinois 60606
Telephone: 312-819-1900
Facsimile: 312-819-1910
bwesthoff@polsinelli.com
kmhogan@polsinelli.com

Joshua D. Arters (TN #31340)
Kevin T. Elkins (TN #33280)
POLSINELLI PC
501 Commerce Street, Suite 1300
Nashville, Tennessee 37203
Telephone: 615-252-3923
jarters@polsinelli.com
kelkins@polsinelli.com

Counsel for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was electronically filed and served on June 12, 2026, on all counsel of record via the Court's CM/ECF system:

Martin J. Bishop
Jason Theodore Mayer
Vanessa Ashley Yashoda Perumal
Crowell & Moring LLP
455 N. Cityfront Plaza Drive
Suite 3600
Chicago, IL 60611
mbishop@crowell.com
jmayer@crowell.com
vperumal@crowell.com

Counsel for Defendant

/s/ Joshua D. Arters

Joshua D. Arters

**UNITED STATES DISTRICT COURT
FOR THE Northern District of Illinois – CM/ECF NextGen 1.8 (rev. 1.8.2)
Eastern Division**

SpecialtyCare, Inc, et al.

Plaintiff,

v.

Case No.:
1:24-cv-12935
Honorable Manish
S. Shah

Health Care Service Corporation d/b/a Blue Cross Blue
Shield of Illinois

Defendant.

NOTIFICATION OF DOCKET ENTRY

This docket entry was made by the Clerk on Tuesday, January 21, 2025:

MINUTE entry before the Honorable Manish S. Shah: FINDING OF RELATEDNESS PURSUANT TO LOCAL RULE 40.4: In accordance with the provisions of Local Rule 40.4 of this Court, I find the above captioned case, presently pending on the calendar of Judge John Robert Blakey to be related to 24 CV 12902 which is pending on my calendar. Accordingly, I request that the Executive Committee order said case to be reassigned to my calendar as a related case. Mailed notice (ph,)

ATTENTION: This notice is being sent pursuant to Rule 77(d) of the Federal Rules of Civil Procedure or Rule 49(c) of the Federal Rules of Criminal Procedure. It was generated by CM/ECF, the automated docketing system used to maintain the civil and criminal dockets of this District. If a minute order or other document is enclosed, please refer to it for additional information.

For scheduled events, motion practices, recent opinions and other information, visit our web site at **www.ilnd.uscourts.gov**.



**United States District Court
Northern District of Illinois**

In the Matter of

SpecialtyCare, Inc., et al.

v.

Health Care Service Corporation

District Judge Manish S. Shah

Case No. 24-CV-12935

Designated Magistrate Judge
Keri L. Holleb Hotaling

**FINDING OF RELATEDNESS PURSUANT TO
LOCAL RULE 40.4**

In accordance with the provisions of Local Rule 40.4 of this Court, I find the above captioned case, presently pending on the calendar of Judge John Robert Blakey to be related to 24 CV 12902 which is pending on my calendar. Accordingly, I request that the Executive Committee order said case to be reassigned to my calendar as a related case.

A handwritten signature in black ink, appearing to read "Manish S. Shah".

Judge Manish S. Shah

Date: Tuesday, January 21, 2025

Dated: Tuesday, January 21, 2025

District Reassignment - Finding of Relatedness 40.4

APPX88

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

**SPECIALTYCARE INC., REMOTE
NEUROMONITORING PHYSICIANS,
PC, and SENTIENT PHYSICIANS, PC,**

Plaintiffs,

V.

**HEALTH CARE SERVICE
CORPORATION d/b/a BLUE CROSS
BLUE SHIELD OF ILLINOIS**

Defendant.

Civil Action No. 1:24-cv-12935

Hon. Manish S. Shah

FIRST AMENDED COMPLAINT¹ AND
PETITION TO CONFIRM ARBITRATION AWARD

Plaintiffs, SpecialtyCare Inc., Remote Neuromonitoring Physicians, PC, and Sentient Physicians, PC (collectively, “SpecialtyCare”), bring this action against Health Care Service Corporation d/b/a Blue Cross Blue Shield of Illinois (“BCBSIL”) and allege as follows:

I. INTRODUCTION

1. This action is necessary because BCBSIL has failed and/or refused to SpecialtyCare the money that it was ordered to pay in arbitral awards rendered pursuant to the federal No Surprises Act (“NSA”).

2. SpecialtyCare therefore brings this action to recover \$274,434 in out-of-network (“OON”) reimbursement pursuant to awards issued to SpecialtyCare against BCBSIL under the NSA, plus pre- and post-judgment interest and costs of collection.

¹ SpecialtyCare files this Amended Complaint pursuant to Fed. R. Civ. P. 15(a)(1)(B) following the filing of Defendant's Motion to Dismiss.

3. SpecialtyCare is recognized as a leading national healthcare provider of perfusion and intraoperative neuromonitoring throughout the United States. At all material times, BCBSIL was obligated to cover and reimburse SpecialtyCare for certain OON items and services rendered to BCBSIL's members and insureds under the NSA.

4. Under the NSA, effective January 1, 2022, SpecialtyCare can dispute the amounts BCBSIL paid for OON services furnished to patients enrolled in health benefit plans sold, insured, or administered by BCBSIL, through an independent dispute resolution ("IDR") process administered by the Centers for Medicare & Medicaid Services ("CMS"), where a neutral known as an "IDR entity" determines the amount that BCBSIL is required to pay SpecialtyCare on a particular claim for OON services.

5. If the IDR entity determines that BCBSIL underpaid SpecialtyCare, based on several factors the IDR entity considers, and awards SpecialtyCare additional amounts to ensure SpecialtyCare is fairly compensated, BCBSIL is required to make the additional payments to SpecialtyCare within 30 calendar days of that decision. 42 U.S.C. § 300gg-111(b)(1)(c).² The IDR entity's decision is "binding upon the parties involved" and not subject to judicial review absent circumstances described under the Federal Arbitration Act at 9 U.S.C. § 10(a)(1)-(4). *See* 42 U.S.C. §§ 300gg-111(c)(5)(E)-(F); 45 C.F.R. § 149.510(c)(4)(vii)(A).

6. Having underpaid each of the claims at issue in this action, BCBSIL forced SpecialtyCare to initiate IDR proceedings under the NSA to be fairly compensated. After the IDR entity awarded SpecialtyCare additional amounts in each of those proceedings, BCBSIL failed to

² The relevant statutory provisions of the NSA, and its implementing regulations, are codified in three different places: the Public Health Service Act ("PHS Act"), enforced by the Department of Health and Human Services ("HHS"); the Internal Revenue Code ("IRC"), enforced by the Department of the Treasury ("Treasury Department"); and the Employee Retirement Income Security Act ("ERISA"), enforced by the Department of Labor ("DOL"). For ease of reference, this Complaint cites to the PHS Act provisions and its implementing regulations.

fully pay SpecialtyCare the additional amounts owed. A tabulation identifying each IDR award, including the date the award was issued, the amount of the award, any payments to date of the award, and the remaining amount BCBSIL owes of the award, together aggregate of these unpaid balances is attached hereto as **Exhibit A**.³

7. SpecialtyCare has made numerous attempts to obtain payment from BCBSIL, but its attempts have been unsuccessful. No satisfactory defense of explanation has been forthcoming from BCBSIL. As a result, this action is necessary so that SpecialtyCare can secure enforcement of the binding IDR awards by final judgement against BCBSIL in a court of law as allowed by the NSA.

II. PARTIES

8. SpecialtyCare Inc. is a corporation organized under the laws of the State of Delaware and has its principal place of business in Brentwood, Tennessee. SpecialtyCare has two affiliated entities: Remote Neuromonitoring Physicians, PC and Sentient Physicians, PC. Remote Neuromonitoring Physicians, PC is a professional corporation organized under the laws of the State of Pennsylvania whose principal place of business is located in Brentwood, Tennessee. Sentient Physicians, PC is a professional corporation organized under the laws of the State of Illinois whose principal place of business is located in Brentwood, Tennessee.

9. BCBSIL is a corporation organized under the laws of the State of Illinois, with its principal place of business located in Chicago, Illinois.

³ Given the volume of IDR awards at issue in this matter, Plaintiffs have not attached copies of the IDR awards. However, Plaintiffs' counsel will provide Defendant's counsel with the documentation for each individual IDR award upon counsel's request and will file the IDR awards with the Court as necessary.

III. JURISDICTION AND VENUE

10. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331 because it arises under the laws of the United States. Additionally, this Court has supplemental jurisdiction over the state-based claims because they “are so related to claims in the action within such original jurisdiction that they form part of the same case or controversy under Article III of the United States Constitution.” 28 U.S.C. § 1367(a).

11. This Court has personal jurisdiction over BCBSIL because, among other reasons, BCBSIL operates, conducts, engages in and carries on a business in Illinois, it maintains its principal place of business and other facilities in Illinois, and committed the acts complained of herein in Illinois. Further, BCBSIL is engaged in substantial and not isolated activity in Illinois, both interstate and intrastate.

12. Venue is proper in the Northern District of Illinois pursuant to 28 U.S.C. § 1391(b)(1) because, at all times material hereto, BCBSIL is a corporation conducting business in this Judicial District.

IV. FACTS

13. This dispute arises from BCBSIL’s failure to reimburse SpecialtyCare for healthcare services it provided to BCBSIL’s members, or patients who receive their insurance from self-funded ERISA plans for whom BCBSIL provides administrative services.

14. At all material times, BCBSIL was obligated to cover and reimburse SpecialtyCare for certain OON items and services rendered to BCBSIL’s members and insureds—each of whom validly and in writing assigned his or her benefits claims to SpecialtyCare—under the federal NSA.

15. The NSA, which became effective January 1, 2022, requires health plans and issuers, such as BCBSIL, to provide coverage and reimburse providers directly for OON

emergency healthcare services and non-emergency services furnished to insured patients by OON providers at participating hospitals and facilities.

16. Under the NSA, health plans and issuers have 30 calendar days from the date the bill is transmitted by the provider to pay or deny the claim. *See* 42 U.S.C. § 300gg-111(b)(1)(c). Plans and issuers are allowed to initially pay the OON provider whatever amount they choose (or nothing at all). If the payment is too low, the provider may initiate an “open negotiation period” to negotiate a higher amount. *Id.* at § 300gg-111(c)(1)(A). If negotiations fail, the provider may initiate an IDR process where a third-party arbitrator, known as an IDR entity, determines the pricing on the claim(s). *Id.* at § 300gg-111(c)(1)(B).

17. The IDR process requires both parties to submit to the IDR entity position statements and proposed offers of payment for the items and services at issue.⁴ *Id.* § 300gg-111(c)(5)(B)(i)(I). The IDR entity then evaluates both proposed offers, based on a number of statutory factors, and selects one offer as the appropriate payment for the items and services at issue, and issues its written payment determination. *Id.* at § 300gg-111(c)(5)(C).

18. Any additional payment required by the IDR entity’s determination must be made directly to the provider **no later than thirty (30) calendar days** after the IDR entity issues its decision. *Id.* at § 300gg-111(c)(6); *see also* 45 C.F.R. § 149.510(c)(4)(ix).

19. The IDR entity’s decision is “binding upon the parties involved” and not subject to judicial review absent circumstances described under the Federal Arbitration Act at 9 U.S.C. § 10(a)(1)-(4). *See* 42 U.S.C. §§ 300gg-111(c)(5)(E)-(F); 45 C.F.R. § 149.510(c)(4)(vii)(A).

⁴ If one of the parties fails to submit an offer within the required timeframes, the IDR entity must select the other party’s offer as the final award. *See* Ctrs. For Medicare & Medicaid Servs., *Federal Independent Dispute Resolution (IDR) Process Guidance for Disputing Parties* § 6.2.2, (Oct. 2022), available at <https://web.archive.org/web/20230106173733/https://www.cms.gov/files/document/federal-independent-dispute-resolution-guidance-disputing-parties.pdf>

20. Since the implementation of the NSA, IDR entities have issued hundreds of decisions requiring BCBSIL to pay SpecialtyCare additional amounts pursuant to the NSA.

21. The IDR determinations at issue were rendered in accordance with the NSA, and are, therefore, binding upon BCBSIL. *Id.* § 300gg-111(c)(5)(E)-(F).

22. BCBSIL, however, consistently failed to remit full payment pursuant to the IDR entity's determinations, resulting in **\$274,434** in unpaid past due amounts owed to SpecialtyCare from BCBSIL (the "Debt").

23. Additionally, BCBSIL has failed to make timely payment within the NSA's required 30-calendar-day payment window, which begins when the IDR entity issues a decision finding that SpecialtyCare is owed additional payment, for the majority of IDR awards listed in Exhibit A. Indeed, many payments are overdue well-beyond the 30-calendar-day payment window.

24. SpecialtyCare has made numerous demands to BCBSIL for its payment on the Debt.

25. SpecialtyCare escalated the issue of BCBSIL's failure to timely remit payment for the Debt to BCBSIL and demanded payment for the same. Although not required by the NSA, SpecialtyCare provided a spreadsheet inventory of IDR entity determinations to BCBSIL to aid in the resolution of the Debt. SpecialtyCare also, from time to time, supplemented its inventory with copies of the IDR entities' determinations for each OON claim dispute at issue. Such inventory listed the following identifying information: IDR dispute number, CPT, Service Date, PCN, Payor Claim Number, Award Total, Decision Date, Expected Payment Date, Total Payments (to date), Still Owed, Patient Amount Paid.

26. SpecialtyCare diligently followed-up with BCBSIL through multiple avenues. BCBSIL however, has frequently ignored SpecialtyCare's reminders for weeks at a time and has continued to not pay the Debt.

27. Despite SpecialtyCare's efforts, BCBSIL has not fully paid the Debt, and the past due amounts have continued to increase to the current amount of the Debt.

28. SpecialtyCare engaged and continues to engage in a series of transactions in an open account with BCBSIL.

29. SpecialtyCare provided and continues to provide OON items and services to BCBSIL's members and insureds, and it seeks reimbursement pursuant to the NSA, when necessary. Accordingly, SpecialtyCare also expects to enter further transactions with BCBSIL that may yield future IDR entity determinations that increase the Debt.

30. BCBSIL knows that it is statutorily required to pay IDR awards within thirty days. Upon information and belief, BCBSIL has not, however, prioritized the compliance systems and personnel needed to meet its obligations under federal law, to the detriment of SpecialtyCare and to the advantage and unjust enrichment of BCBSIL, its stakeholders, and the health plans it serves.

31. BCBSIL knows that the longer it delays or denies payment, the more it can earn from the interest and/or investment income generated for its fully insured business. By delaying payment or not paying IDR awards, BCBSIL is able to keep the health plans' claims costs arbitrarily low, thus incentivizing plans to stay with them or using the results to market their services to other health plans.

32. Despite SpecialtyCare's numerous demands, BCBSIL has failed to satisfy the Debt.

V. CLAIMS FOR RELIEF

COUNT 1
PETITION TO CONFIRM ARBITRATION AWARDS
(9 U.S.C. § 9)

33. SpecialtyCare incorporates the foregoing paragraphs by reference.

34. Pursuant to 9 U.S.C. § 9, a party can petition a court to confirm an arbitration award.

35. Federal courts have authority to confirm IDR awards issued pursuant to the NSA under 9 U.S.C. § 9. *See, e.g., GPS of New Jersey M.D., P.C. v. Horizon Blue Cross & Blue Shield*, No. CV226614KMJBC, 2023 WL 5815821 (D.N.J. Sept. 8, 2023) (granting Horizon Blue Cross & Blue Shield’s cross-motion to confirm an IDR entity award under 9 U.S.C. § 9 because the language of the NSA indicates the IDR award is “final and binding” and, by invoking Section 10(a) of the Federal Arbitration Act, the NSA “gives the court the authority to confirm the award”).

36. SpecialtyCare has met all the pre-conditions for enforcement of the IDR awards at issue.

37. Accordingly, SpecialtyCare is entitled to an Order confirming each arbitration award listed in Exhibit A.

COUNT 2
BCBSIL’S VIOLATION OF ILLINOIS STATUTE REQUIRING COMPLIANCE WITH
THE NO SURPRISES ACT

38. SpecialtyCare incorporates the foregoing paragraphs by reference.

39. 215 ILCS 5/356z.3a states that, “If attempts to negotiate reimbursement for services provided by a nonparticipating provider do not result in a resolution of the payment dispute within 30 days after receipt of written explanation of benefits by the health insurance issuer, then the health insurance issuer or nonparticipating provider or the facility may initiate binding arbitration to determine payment for services provided on a per-bill or batched-bill basis, in accordance with Section 300gg-111 of the Public Health Service Act and the regulations promulgated thereunder.”

40. BCBSIL is in violation of Illinois Statute requiring the compliance the NSA.

41. As a result of BCBSIL's violation of and disregard of the NSA's requirements and Illinois law, SpecialtyCare has been directly and proximately damaged by UHC's failure to remit payment in full and is entitled to recover money damages plus prejudgment and post-judgment interest, in any amount, but in no event less than \$274,434.

COUNT 3
ACTION FOR NONPAYMENT OF IDR DETERMINATION
(42 U.S.C. § 300gg-111(c)(6))

42. SpecialtyCare incorporates the foregoing paragraphs by reference.

43. The determination of a certified IDR entity "shall be binding upon the parties involved" and that payment "shall be made directly to the nonparticipating provider or facility not later than 30 days after the date on which such determination is made." See 42 U.S.C. §§ 300gg-111(c)(5)(E)(i)(I), 300gg-111(c)(6).

44. SpecialtyCare is entitled to have the IDR determination converted into a federal judgment and enforced with the assistance of this Court in post-judgment collection efforts.

45. SpecialtyCare is further entitled to pre-judgment interest from the 31st day after each determination date until the date judgment is entered and post-judgment interest from the date after judgment is entered until payment is satisfied by BCBSIL.

46. Accordingly, SpecialtyCare is entitled to judgement in the amount of the Debt plus pre- and post-judgement interest and the costs of collection.

COUNT 4
Implied Right of Action under the NSA

47. SpecialtyCare incorporates the foregoing paragraphs by reference.

48. The NSA includes an implied right of action against BCBSIL for the amount owed to SpecialtyCare.

49. Under the NSA, the determination of a certified IDR entity “shall be binding upon the parties involved” and that payment “shall be made directly to the nonparticipating provider or facility not later than 30 days after the date on which such determination is made.” See 42 U.S.C. §§ 300gg-111(c)(5)(E)(i)(I), 300gg-111(c)(6).

50. The NSA thus requires BCBSIL to pay to SpecialtyCare the IDR Award Balance Owed for the services at issue in this case.

51. Accordingly, SpecialtyCare is entitled to judgement in the amount of the Debt plus pre- and post-judgement interest and the costs of collection.

COUNT 5
Improper Denial of Benefits
(ERISA Section 502(a)(1)(B), 29 U.S.C. § 1132(a)(1)(B))

52. SpecialtyCare incorporates the foregoing paragraphs by reference.

53. SpecialtyCare has been assigned the right to payment and benefits from BCBSIL’s members. This means SpecialtyCare steps into the shoes of, and is now considered, an ERISA beneficiary pursuant to 29 U.S.C. § 1002(8) for any self-funded plans BCBSIL is administering. As beneficiaries, SpecialtyCare is entitled to plan benefits, is the real party in interest as to these claims, and has standing to bring claims under ERISA.

54. BCBSIL improperly denied benefits by failing to pay the IDR awards within 30 days of each decision, as required by federal law. BCBSIL’s actions constitute an abuse of discretion by (a) not properly interpreting plan terms that are unambiguous, (b) exercising discretion over non-discretionary plan terms, and (c) denying SpecialtyCare payment and benefits under the plan terms.

55. SpecialtyCare is entitled to recover payment of plan benefits from BCBSIL pursuant to the IDR determinations

56. BCBSIL is responsible for NSA compliance for the plans it administers, including responding to IDR complaints and paying IDR awards, in connection with administering self-funded benefits plans. BCBSIL breached its obligations to both the self-funded plans it administers and the plan beneficiaries by not paying IDR awards for services rendered to plan beneficiaries

57. BCBSIL's denial of payment and benefits pursuant to the binding IDR determinations was not substantially justified, arbitrary and capricious, unsupported by substantial evidence, constituted abuse of discretion, and wrongful under all circumstances.

58. SpecialtyCare, as assignee, hereby asserts a claim under ERISA Section 502(a)(1)(B), 29 U.S.C. § 1132(a)(1)(B), to recover payment of the IDR awards from the self-funded plans administered by BCBSIL at issue.

59. Pursuant to 29 U.S.C. § 1132(g), SpecialtyCare further seeks an award of reasonable attorney's fees and costs incurred in bringing this action.

60. Accordingly, SpecialtyCare is entitled to judgement in the amount of the Debt plus pre- and post-judgement interest and the costs of collection.

COUNT 6
OPEN ACCOUNT

61. SpecialtyCare incorporates the foregoing paragraphs by reference.

62. BCBSIL owes SpecialtyCare \$274,434 that is due with applicable interest, in accordance with the attached statement of BCBSIL's balance owed on the Debt.

63. Accordingly, SpecialtyCare is entitled to judgement in the amount of the Debt plus pre- and post-judgement interest and the costs of collection.

COUNT 7
BAD FAITH

64. SpecialtyCare incorporates the foregoing paragraphs by reference.

65. SpecialtyCare asserts a claim for bad faith in violation of 215 ILCS 5/154.6.

66. SpecialtyCare made demand for payment on the Debt.

67. BCBSIL refused to pay the Debt after receiving SpecialtyCare's demand.

68. BCBSIL knew it did not have a reasonable cause to refuse payment of the Debt.

69. BCBSIL's refusal to pay was committed in bad faith.

70. BCBSIL's refusal to pay has inflicted additional expense, loss, and injury, including attorneys' fees and other costs incurred on SpecialtyCare to pursue recovery of amounts owed.

71. As a direct result of BCBSIL's conduct, SpecialtyCare has been harmed.

72. SpecialtyCare is entitled to recover the balance due on the Debt as well as interest and its reasonable costs and attorneys' fees. In addition, SpecialtyCare is entitled to recover any and all available penalties pursuant to 215 ILCS 5/155.

COUNT 8
UNJUST ENRICHMENT

73. SpecialtyCare incorporates the foregoing paragraphs by reference.

74. For unpaid IDR awards, BCBSIL has been unjustly enriched by failing and refusing to pay the amounts due and owing to SpecialtyCare for services they provided to BCBSIL members.

75. BCBSIL received a benefit by receiving premiums and other consideration from the members, which in turn allowed the members to receive valuable medical care from SpecialtyCare with the expectation, by both the members and SpecialtyCare, that BCBSIL would pay the benefits it agreed to pay in exchange for the premiums and consideration provided.

76. BCBSIL voluntarily accepted and retained the benefit conferred.

77. SpecialtyCare has been adversely impacted by providing valuable treatment to the members with the expectation of payment, only to be systematically and arbitrarily denied such

payment by BCBSIL. In providing such care, SpecialtyCare incurred costs associated with the use and consumption of materials and supplies, expenditure of employee time and effort, and the cost of capital—all without receiving payment for its efforts, services, and investments.

78. There is no justification for BCBSIL's refusal to pay for the medical treatment provided to members, and it would be inequitable for BCBSIL to retain the benefits it has received under these circumstances without paying the value thereof to SpecialtyCare in the sum of \$274,434.

79. BCBSIL has been, and would continue to be, unjustly enriched if allowed to retain the benefit without paying the value thereof, and SpecialtyCare has suffered damages as a result.

VI. PRAYER FOR RELIEF

WHEREFORE, SpecialtyCare prays for the following relief:

- A. Judgment be entered against BCBSIL on each claim asserted herein;
- B. An Order confirming each IDR award included in Exhibit A pursuant to 9 U.S.C. § 9;
- C. An Order enforcing the IDR awards and a judgment for the total amount outstanding plus pre- and post-judgment interest under 28 U.S.C. § 1961;
- D. An Order awarding SpecialtyCare its costs and reasonable attorney's fees pursuant to Section 502(g)(1) of ERISA, 29 U.S.C. § 1132(g);
- E. Judgment be entered against BCBSIL in an amount to be determined at a hearing of this cause, plus any applicable interest and reasonable attorneys' fees and costs; and
- F. For such other, further, and general relief to which SpecialtyCare may show itself entitled.

Dated: September 15, 2025.

Respectfully submitted,

/s/ Joshua D. Arters

Bryan M. Westhoff (IL-6278694)
Kevin M. Hogan (IL-6339112)
POLSINELLI PC
150 N. Riverside Plaza, Suite 3000
Chicago, Illinois 60606
T: 312-819-1900
F: 312-819-1910
bwesthoff@polsinelli.com
kmhogan@polsinelli.com

Joshua D. Arters (TN #31340)
Kevin T. Elkins (TN #33280)
POLSINELLI PC
501 Commerce Street, Suite
1300 Nashville, Tennessee 37203
615-252-3923
jarters@polsinelli.com
kelkins@polsinelli.com

Counsel for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was electronically filed and served on September 15, 2025, on all counsel of record via the Court's CM/ECF system:

Martin J. Bishop
Jason Theodore Mayer
Vanessa Ashley Yashoda Perumal
Crowell & Moring LLP
455 N. Cityfront Plaza Drive
Ste. 3600
Chicago, IL 60611
mbishop@crowell.com
jmayer@crowell.com
vperumal@crowell.com

Counsel for Defendant

/s/ Joshua D. Arters

Joshua D. Arters

EXHIBIT A

Dispute #	IDR Determination Date	IDR Award	IDR Determination Balance Due
DISP-80363	6/13/2024	\$3,309	\$3,309
DISP-80407	6/4/2024	\$6,617	\$783
DISP-80407	6/4/2024	\$6,617	\$5,835
DISP-80413	6/6/2024	\$1,570	\$115
DISP-80413	6/6/2024	\$1,570	\$1,454
DISP-80597	11/30/2022	\$335	\$44
DISP-93928	7/17/2024	\$1,158	\$23
DISP-126059	4/18/2023	\$115	\$115
DISP-126347	10/24/2024	\$1,570	\$501
DISP-144634	7/9/2024	\$1,654	\$1,459
DISP-161806	6/21/2023	\$3,252	\$162
DISP-180353	4/3/2023	\$6,617	\$6,617
DISP-180506	9/4/2024	\$1,158	\$458
DISP-180600	8/30/2024	\$1,158	\$1,158
DISP-214869	4/3/2023	\$3,309	\$3,309
DISP-228682	6/1/2023	\$168	\$52
DISP-228905	5/15/2023	\$607	\$20
DISP-303443	8/26/2024	\$3,309	\$2,937
DISP-329413	9/18/2024	\$1,158	\$1,158
DISP-372955	10/30/2023	\$1,158	\$1,069
DISP-393589	11/4/2024	\$1,158	\$176
DISP-393589	11/4/2024	\$1,158	\$17
DISP-394529	6/13/2023	\$3,309	\$1,115
DISP-394529	6/13/2023	\$1,654	\$78
DISP-404600	6/18/2023	\$1,158	\$1,118
DISP-424224	8/21/2024	\$1,158	\$232
DISP-424224	8/21/2024	\$1,158	\$67
DISP-424400	8/16/2024	\$391	\$78
DISP-424400	8/16/2024	\$282	\$282
DISP-437510	10/10/2024	\$1,570	\$1,341
DISP-437627	11/22/2024	\$3,309	\$2,800
DISP-437677	10/1/2024	\$4,963	\$4,881
DISP-437729	9/12/2024	\$3,309	\$2,467
DISP-437991	6/20/2024	\$1,570	\$1,570
DISP-480776	11/13/2024	\$45	\$9
DISP-480776	11/13/2024	\$70	\$27
DISP-481063	5/2/2024	\$3,309	\$3,200
DISP-481383	9/17/2024	\$1,570	\$1,308
DISP-509568	8/18/2023	\$1,158	\$1,158
DISP-559586	4/2/2024	\$1,570	\$1,458
DISP-559764	10/15/2024	\$1,654	\$1,443
DISP-682287	3/14/2024	\$1,158	\$1,158

DISP-683915	3/11/2024	\$1,158	\$1,072
DISP-684653	3/12/2024	\$1,654	\$183
DISP-685697	3/12/2024	\$1,158	\$1,115
DISP-685843	3/12/2024	\$1,570	\$1,347
DISP-686105	12/18/2023	\$1,570	\$1,461
DISP-686114	3/12/2024	\$3,309	\$2,917
DISP-686181	12/15/2023	\$1,158	\$1,116
DISP-692360	3/14/2024	\$3,309	\$80
DISP-693075	2/26/2024	\$1,158	\$1,115
DISP-694082	2/26/2024	\$1,158	\$14
DISP-695684	3/12/2024	\$1,570	\$36
DISP-697183	3/14/2024	\$1,654	\$1,472
DISP-698078	2/26/2024	\$1,158	\$206
DISP-705668	3/12/2024	\$1,158	\$1,109
DISP-706091	4/3/2024	\$8,272	\$7,928
DISP-717766	3/13/2024	\$1,570	\$202
DISP-811706	3/19/2024	\$1,570	\$1,570
DISP-812095	3/19/2024	\$1,158	\$409
DISP-870324	9/3/2024	\$3,309	\$384
DISP-910037	3/29/2024	\$1,570	\$314
DISP-910064	2/28/2024	\$1,158	\$232
DISP-910232	6/14/2024	\$3,309	\$662
DISP-910232	6/14/2024	\$1,654	\$40
DISP-1080320	9/16/2024	\$1,158	\$232
DISP-1147848	7/24/2024	\$6,617	\$730
DISP-1148099	9/25/2024	\$1,570	\$112
DISP-1148324	9/25/2024	\$1,158	\$43
DISP-1240721	5/27/2024	\$1,158	\$1,111
DISP-1290177	7/11/2024	\$1,570	\$1,570
DISP-1372981	7/29/2024	\$8,272	\$520
DISP-1373161	7/29/2024	\$1,158	\$43
DISP-1419433	8/1/2024	\$783	\$783
DISP-1478460	8/20/2024	\$1,654	\$100
DISP-1478702	9/6/2024	\$308	\$11
DISP-63977	11/2/2022	\$335	\$44
DISP-63977	11/2/2022	\$335	\$46
DISP-93705	1/8/2025	\$1,570	\$1,448
DISP-93705	1/8/2025	\$1,570	\$61
DISP-93893	2/20/2025	\$4,963	\$4,963
DISP-105592	1/8/2025	\$1	\$1
DISP-126059	4/18/2023	\$186	\$9
DISP-199660	12/26/2024	\$1,570	\$24
DISP-228513	1/23/2024	\$1,158	\$13
DISP-278301	1/3/2025	\$1,158	\$1,158

DISP-369381	6/3/2023	\$1,654	\$19
DISP-393763	12/26/2024	\$308	\$19
DISP-394529	6/13/2023	\$3,309	\$214
DISP-437866	1/7/2025	\$1,158	\$1,110
DISP-559549	4/29/2024	\$3,309	\$8
DISP-559549	4/29/2024	\$6,617	\$391
DISP-683341	1/12/2024	\$67	\$64
DISP-683550	2/27/2024	\$3,309	\$78
DISP-683669	1/10/2024	\$1,570	\$22
DISP-683929	3/11/2024	\$3,309	\$39
DISP-684684	1/12/2024	\$43	\$9
DISP-686125	12/18/2023	\$3,309	\$77
DISP-686207	3/12/2024	\$3,309	\$11
DISP-686318	3/12/2024	\$1,158	\$8
DISP-686537	2/24/2024	\$1,158	\$4
DISP-687180	3/12/2024	\$1,570	\$11
DISP-694583	2/21/2024	\$3,309	\$19
DISP-775376	3/15/2024	\$3,309	\$140
DISP-812732	4/4/2024	\$1,158	\$8
DISP-870227	3/20/2025	\$308	\$271
DISP-870227	3/20/2025	\$308	\$271
DISP-870227	3/20/2025	\$308	\$271
DISP-937158	4/4/2025	\$8,875	\$913
DISP-937158	4/4/2025	\$3,550	\$365
DISP-982826	3/19/2024	\$4,963	\$432
DISP-1080287	4/16/2025	\$414	\$377
DISP-1130722	3/24/2025	\$1,570	\$34
DISP-1147691	3/19/2025	\$1,158	\$1,075
DISP-1147981	4/29/2025	\$1,158	\$37
DISP-1206207	3/13/2025	\$1,158	\$43
DISP-1206213	3/12/2025	\$1,654	\$183
DISP-1206258	4/8/2025	\$1,817	\$1,747
DISP-1206490	3/19/2025	\$1,654	\$6
DISP-1206490	3/19/2025	\$1,654	\$1,472
DISP-1317558	5/12/2025	\$1,158	\$1,068
DISP-1344046	6/25/2024	\$1,158	\$12
DISP-1373062	3/20/2025	\$1,570	\$113
DISP-1373167	4/15/2025	\$1,817	\$43
DISP-1373167	4/15/2025	\$1,817	\$1,768
DISP-1404972	5/12/2025	\$308	\$271
DISP-1404972	5/12/2025	\$308	\$285
DISP-1404972	5/12/2025	\$308	\$272
DISP-1404972	5/12/2025	\$308	\$271
DISP-1404972	5/12/2025	\$308	\$271

DISP-1405009	5/13/2025	\$1,158	\$15
DISP-1405056	5/12/2025	\$4,963	\$4,331
DISP-1509256	5/30/2025	\$2,229	\$2,164
DISP-1509399	6/5/2025	\$2,229	\$2,114
DISP-1684144	1/27/2025	\$1,570	\$1,458
DISP-1744350	2/13/2025	\$1,158	\$1,113
DISP-1854593	5/8/2025	\$1,817	\$38
DISP-1855607	5/9/2025	\$1,775	\$1,579
DISP-1855617	5/8/2025	\$3,550	\$3,150
DISP-1857245	12/26/2024	\$1,158	\$1,120
DISP-1860239	12/26/2024	\$1,654	\$1,508
DISP-1907080	5/15/2025	\$1,817	\$1,752
DISP-1979422	2/11/2025	\$1,570	\$1,523
DISP-1979533	2/11/2025	\$1,158	\$1,132
DISP-2061706	12/17/2024	\$1,158	\$1,097
DISP-2061800	12/16/2024	\$4,963	\$4,614
DISP-2070636	6/11/2025	\$1,817	\$1,773
DISP-2473818	3/4/2025	\$1,158	\$1,082
DISP-2475174	3/4/2025	\$8,272	\$7,690
DISP-2506685	2/26/2025	\$1,158	\$463
DISP-2509311	2/26/2025	\$4,963	\$4,121
DISP-2573046	3/18/2025	\$1,570	\$1,379
DISP-2575384	3/18/2025	\$1,158	\$1,084
DISP-2892325	5/19/2025	\$1,817	\$1,775
DISP-2892386	5/20/2025	\$2,229	\$2,011
DISP-2892662	5/2/2025	\$1,817	\$1,690
DISP-2893318	5/20/2025	\$17,750	\$15,811
DISP-2893781	5/20/2025	\$1,817	\$1,733
DISP-2988758	5/12/2025	\$1,817	\$1,757
DISP-2989465	5/9/2025	\$1,817	\$1,742
DISP-2989778	5/9/2025	\$2,229	\$2,032
DISP-2991278	5/12/2025	\$12,425	\$11,611
DISP-3099884	6/4/2025	\$10,650	\$9,187
DISP-3101602	5/30/2025	\$1,775	\$1,397
DISP-3187858	6/16/2025	\$10,650	\$9,719
DISP-3187866	7/23/2025	\$1,817	\$1,781
DISP-3189837	8/5/2025	\$1,817	\$1,773
DISP-3190437	8/5/2025	\$2,229	\$2,134
DISP-3190540	9/11/2025	\$3,550	\$3,162
DISP-3232504	7/16/2025	\$1,817	\$45
DISP-3279254	6/25/2025	\$7,100	\$6,879
DISP-3397176	7/14/2025	\$1,817	\$1,817
DISP-3397235	8/4/2025	\$2,229	\$2,229
DISP-3398203	7/10/2025	\$3,550	\$3,185

DISP-3399262	7/23/2025	\$5,325	\$2,594
DISP-3399383	7/10/2025	\$1,817	\$1,735
DISP-3399625	7/10/2025	\$2,229	\$2,014
DISP-3401262	7/10/2025	\$1,775	\$1,775
DISP-3504544	7/22/2025	\$2,229	\$2,049
DISP-3505615	8/2/2025	\$1,817	\$1,748
DISP-3506428	7/22/2025	\$5,325	\$4,743
DISP-3588125	8/4/2025	\$1,817	\$1,780
DISP-3588231	8/4/2025	\$3,550	\$1,989
DISP-3588632	8/5/2025	\$2,229	\$2,080
DISP-3655238	8/13/2025	\$3,550	\$3,185
DISP-3758998	9/10/2025	\$1,817	\$1,774
DISP-3759002	8/24/2025	\$1,817	\$1,774
DISP-3858560	9/11/2025	\$2,229	\$1,990
DISP-3858675	9/11/2025	\$5,325	\$4,743
			\$274,434

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

SPECIALTYCARE INC., REMOTE
NEUROMONITORING PHYSICIANS, PC
and SENTIENT PHYSICIANS, PC,

Plaintiffs,

v.

HEALTH CARE SERVICE CORPORATION
d/b/a BLUE CROSS BLUE SHIELD OF
ILLINOIS,

Defendant.

No. 25 CV 12935

Judge Manish S. Shah

MEMORANDUM OPINION AND ORDER

Plaintiffs SpecialtyCare Inc., Remote Neuromonitoring Physicians, and Sentient Physicians sued defendant Health Care Service Corporation d/b/a Blue Cross Blue Shield of Illinois for its failure to pay SpecialtyCare money it was ordered to pay after an independent dispute resolution process pursuant to the No Surprises Act. Defendants move to dismiss the complaint for lack of subject-matter jurisdiction and for failure to state a claim upon which relief can be granted. For the reasons discussed below, the motion is granted.

I. Legal Standards

A complaint requires only “a short and plain statement” showing that the plaintiff is entitled to relief. Fed. R. Civ. P. 8(a)(2); *Ashcroft v. Iqbal*, 556 U.S. 662, 677–78 (2009). To survive a motion to dismiss under Fed. R. Civ. P. 12(b)(6), the plaintiff must allege facts that “allow[] the court to draw the reasonable inference

that the defendant is liable for the misconduct alleged.” *Iqbal*, 556 U.S. at 678. “Threadbare recitals of the elements of a cause of action, supported by mere conclusory statements” are insufficient. *Iqbal*, 556 U.S. at 678.

Federal Rule of Civil Procedure 12(b)(1) governs dismissals based on a lack of subject-matter jurisdiction. A complaint must contain “a short and plain statement of the grounds for the court’s jurisdiction.” Fed. R. Civ. P. 8(a)(1). The plaintiff bears the burden of establishing jurisdiction. *Apex Digital, Inc. v. Sears, Roebuck & Co.*, 572 F.3d 440, 443 (7th Cir. 2009).

At this stage, I accept all factual allegations in the complaint as true and draw all reasonable inferences in the plaintiff’s favor. *Iqbal*, 556 U.S. at 678; *Lee v. City of Chicago*, 330 F.3d 456, 468 (7th Cir. 2003).

II. Background

Congress passed the No Surprises Act to protect patients from surprise medical bills when receiving care from out-of-network healthcare providers. *See* 42 U.S.C. § 300gg-111, et seq. Under the Act, health plans and issuers, like Blue Cross Blue Shield of Illinois, are required to provide coverage for participants and beneficiaries and reimburse providers directly for out-of-network services. 42 U.S.C. § 300gg-111; [33] ¶ 15.¹ The Act sets up an independent dispute resolution process for billing disputes between providers and insurers. 42 U.S.C. § 300gg-111(c). First, the healthcare provider and insurer must try to agree on a price for the services. 42 U.S.C.

¹ Bracketed numbers refer to entries on the district court docket. Referenced page numbers are taken from the CM/ECF header placed at the top of filings. The facts are taken from plaintiffs’ amended complaint, [33].

§ 300gg-111(c)(1)(A). If the parties cannot come to an agreement, either party may initiate independent dispute resolution proceedings. 42 U.S.C. § 300gg-111(c)(1)(B). A certified independent dispute resolution entity is selected by either the parties or the Department of Health and Human Services and the entity determines the amount the insurer owes the provider by choosing between offers submitted by the parties. 42 U.S.C. § 300gg-111(c)(4)–(5). The certified independent dispute resolution entity’s award is binding on the parties, and payment of the award “shall be made ... not later than 30 days after the date on which such determination is made.” 42 U.S.C. § 300gg-111(c)(5)(E)(i).

Plaintiffs allege that a certified independent dispute resolution entity ordered Blue Cross Blue Shield of Illinois to pay plaintiffs for services rendered. [33] ¶¶ 6, 21. They allege that Blue Cross Blue Shield of Illinois has failed to pay and owes \$274,434 in unpaid past due amounts. [33] ¶¶ 6, 22. These payments, plaintiffs say, are well past the thirty-day payment window set in the No Surprises Act. [33] ¶ 23.

III. Analysis

A. Employee Retirement Income Security Act

Plaintiffs bring a claim under ERISA, alleging that Blue Cross Blue Shield of Illinois improperly denied benefits, including the right to payment, to plaintiffs. [33] ¶¶ 52–60. Blue Cross Blue Shield of Illinois moves to dismiss the claim for lack of subject-matter jurisdiction, arguing that plaintiffs lack “statutory standing.” Plaintiffs allege that they are beneficiaries under ERISA and are the “real part[ies] in interest as to these claims,” and so have standing. [33] ¶ 53.

The issue in this suit is not one of jurisdictional standing, but “whether [plaintiffs’] claim comes within the zone of interests regulated by a specific statute.” *Penn. Chiropractic Ass’n v. Independence Hosp. Indem. Plan, Inc.*, 802 F.3d 926, 928 (7th Cir. 2015). I “avoid the language of standing and ask instead whether plaintiffs are participants or beneficiaries as ERISA uses those words.” *Id.* Because the issue is whether plaintiffs can state a claim under the ERISA statute, it is analyzed under Rule 12(b)(6), not Rule 12(b)(1).

“A civil action may be brought by a participant or beneficiary [of an ERISA plan] to recover benefits due to him under the terms of his plan, to enforce his rights under the terms of the plan, or to clarify his rights to future benefits under the terms of the plan.” 29 U.S.C. § 1132(a)(1)(B). Plaintiffs are not participants in the plans. *See* 29 U.S.C. § 1002(7) (participant is an employee or former employee who seeks a plan’s benefits). Instead, they say they are beneficiaries. A beneficiary is “a person designated by a participant, or by the terms of an employee benefit plan, who is or may become entitled to a benefit thereunder.” 29 U.S.C. § 1002(8).

“When a ‘participant’ assigns to a medical provider the right to receive the participant’s entitlement under the plan, this makes the provider a ‘beneficiary’” under ERISA. *See Penn. Chiropractic Ass’n*, 802 F.3d at 928. “[A]n assignment puts the assignee into the shoes of the assignor.” *Milam v. Selene Fin., LP*, 163 F.4th 416, 420 (7th Cir. 2025). An assignee cannot have greater rights than the assignor possessed and can only assert claims that could be brought by the assignor

themselves. *Decatur Mem'l Hosp. v. Conn. Gen. Life Ins. Co.*, 990 F.2d 925, 927 (7th Cir. 1993).

Plaintiffs were assigned participants' plan entitlements and so are "beneficiaries" of the Blue Cross Blue Shield of Illinois plans through assignment. [33] ¶ 53. This includes any entitlement to payment for healthcare services. *See Griffin v. TeamCare*, 909 F.3d 842, 845–46 (7th Cir. 2018). But plaintiffs do not allege that payment was denied, rather, they allege that they were underpaid for their services. [33] ¶¶ 6, 16, 18, 22, 27. There is a difference between a claim that implicates the *rate* of payment, and one that implicates the *right* to payment. *See DB Healthcare, LLC v. Blue Cross Blue Shield of Ariz., Inc.*, 852 F.3d 868, 877–78 (9th Cir. 2017) (claim relating to process of post-payment claims review and practice of recouping erroneous payments are not within the scope of assignment); *Brown v. BlueCross BlueShield of Tennessee, Inc.*, 827 F.3d 543, 548–49 (6th Cir. 2016) (recoupment of payments governed by separate contract between provider and insurer, not the employee benefits agreements, and so outside the scope of assignment); *Lone Star OB/GYN Assocs. v. Aetna Health Inc.*, 579 F.3d 525, 530–31 (5th Cir. 2009) (claims for underpayment were "entirely separate from coverage and arise out of the independent legal duty contained in the contract"). The "right to payment" falls within ERISA's "zone of interests" because an outright denial of payment is a denial of benefits, but the "rate of payment" does not, because the rate depends on terms outside the plans themselves (here, the independent dispute resolution process). *Brown*, 827 F.3d at 548. The Blue Cross Blue Shield of Illinois plan participants were

not parties to the independent dispute resolution process, so they could not bring a suit for underpayment. *Id.* at 549. Because the participants could not bring a suit, the dispute about underpayment “cannot be covered by those members’ assignment of benefits.” *Id.* “While the ultimate effect on [plaintiffs] may be the same (i.e., non-payment), [plaintiffs’] grievance with Blue Cross is uniquely its own; it is not derivative of [plaintiffs’] patients.” *Id.*

That the plaintiffs’ claim falls outside the “zone of interests” regulated by ERISA is “further bolstered by the fact that the patient-assignors are unaffected by the outcome of this litigation.” *Id.* The plan’s participants cannot be billed by the providers to make up for any shortfall. *See* 42 U.S.C. § 300gg-111(a)(1), (b). Because the participants received “all the ‘benefits due to [them] under the terms of [the] plan,” *DaVita Inc. v. Amy’s Kitchen, Inc.*, 981 F.3d 664, 678–79 (9th Cir. 2020), plaintiffs fail to state a claim for improper denial of benefits under ERISA.

B. Section 9 of the Federal Arbitration Act

Plaintiffs say that I can confirm the independent dispute resolution award through Section 9 of the Federal Arbitration Act. Defendants counter that Congress did not incorporate the section into the No Surprises Act, and so it does not apply to the independent dispute resolution award.

FAA Section 9 says that if the parties “in their agreement have agreed that a judgment of the court shall be entered upon the award made pursuant to the arbitration,” a party to an arbitration may apply to the court to confirm the award, which it must do unless the award is vacated, modified, or corrected as laid out in

sections 10 and 11 of the Act. 9 U.S.C. § 9. Section 10 allows a district court to vacate an award if (1) the award was “procured by corruption, fraud, or undue means”; (2) there was “evident partiality or corruption in the arbitrators”; (3) the arbitrators were guilty of misconduct because they refused to postpone a hearing when there was sufficient cause shown, refused to hear pertinent and material evidence, or misbehaved in a way to prejudice the rights of any party; or (4) the arbitrators exceeded their powers or improperly executed them so that a “mutual, final, and definite award” was not made. 9 U.S.C. § 10(a).

Plaintiffs do not argue that the parties had an arbitration agreement; instead, they say that Section 9 does not require one. But the plain language of Section 9 of the FAA requires an “agreement” between the parties that “a judgment of the court shall be entered upon the award made pursuant to [] arbitration.” 9 U.S.C. § 9. “[T]he clear plain language and ordinary meaning of a text controls unless it leads to absurd results contrary to the obvious intent of the drafters.” *United States ex. rel. Streck v. Eli Lilly & Co.*, 152 F.4th 816, 834 (7th Cir. 2025). The text of the statute requires an agreement.

And arbitration “is a matter of contract.” *Gupta v. Morgan Stanley Smith Barney, LLC*, 934 F.3d 705, 710 (7th Cir. 2019). Indeed, it is “strictly ‘a matter of consent,’ ... and thus ‘is a way to resolve those disputes—but *only those disputes*—that the parties have agreed to submit to arbitration.” *Granite Rock Co. v. Int’l Bhd. of Teamsters*, 561 U.S. 287, 299 (2010) (internal citations omitted) (emphasis in original). The independent dispute resolution process was not the result of an

arbitration agreement, but pursuant to a statute authorizing the process. 42 U.S.C. § 300gg-111(c)(1)(B). It would not lead to absurd results contrary to the intent of the drafters if Section 9 of the FAA did not apply to a statutorily required process.

Plaintiffs argue that an agreement is not necessary for Section 9 to apply. But in each of their cited cases, there was an arbitration agreement. *See Hall St. Assocs., LLC v. Mattel, Inc.*, 552 U.S. 576, 587 n.6 (2008) (discussing the specific language in the agreement and whether specific standards must exist in the agreement to judicially enforce the arbitration award); *Qorvis Comm'ns, LLC v. Wilson*, 549 F.3d 303, 305–06, 308 (4th Cir. 2008) (arbitration clause in employment agreement); *Booth v. Hume Publ'g*, 902 F.2d 925, 930 (11th Cir. 1990) (employment agreement with provision that arbitrator's determination would be final and binding); *George Watts & Son, Inc. v. Tiffany & Co.*, 248 F.3d 577, 579–80 (7th Cir. 2001) (“But Watts does not contend that the arbitrator violated the arbitration agreement in such a fashion.”). Plaintiffs offer no other authority to support their argument that they do not need an agreement to arbitrate for Section 9 to apply.

That the No Surprises Act references 9 U.S.C. § 10(a) does not mean it also incorporated § 9. The Act does not incorporate § 10(a) entirely and instead cross-references four circumstances where a federal court can vacate an arbitration award. 42 U.S.C. § 300gg-111(c)(5)(E)(i)(II); 9 U.S.C. § 10(a)(1)–(4). The statute does not reference 9 U.S.C. § 9 in any way. “It is a fundamental principle of statutory interpretation that absent provision[s] cannot be supplied by the courts.” *Rotkiske v.*

Klemm, 589 U.S. 8, 14 (2019) (internal quotation marks and citation omitted). I decline to read an unreferenced provision into the No Surprises Act.

Because there was no arbitration agreement, Section 9 of the FAA does not apply, and Count 1 must be dismissed.

C. Private Cause of Action under the No Surprises Act

Plaintiffs also allege violations of the No Surprises Act, asserting that there is an implied cause of action under the Act.

“[P]rivate rights of action to enforce federal law must be created by Congress.” *Alexander v. Sandoval*, 532 U.S. 275, 286 (2001). There are two types of private rights of action: express and implied. *Chi. Tchr. Union, Loc. 1 v. Educators for Excellence, Inc.*, 159 F.4th 524, 528 (7th Cir. 2025). An express right of action is in a statute’s text; an implied right of action is “judicially inferred.” *Id.* To find an implied right of action, “[t]he judicial task is to interpret the statute Congress has passed to determine whether it displays an intent to create not just a private right but also a private remedy.” *Sandoval*, 532 U.S. at 286. There is a “strong presumption” against the creation of an implied right of action. *Chi. Tchr. Union*, 159 F.4th at 530. Without congressional intent to create a cause of action, “courts may not create one, no matter how desirable that might be as a policy matter, or how compatible with the statute.” *Sandoval*, 532 U.S. at 286–87.

There is no express right of action in the No Surprises Act. And beyond its silence, the Act bars judicial review of a determination of a certified independent dispute resolution entity except in a case described in paragraphs (1) through (4) of

Section 10(a) of the FAA. 42 U.S.C. § 300gg-111(c)(5)(E). Section 10, in turn, allows a court to vacate an arbitration award for corruption, fraud, partiality, misconduct, or if the arbitrators exceeded their power. 9 U.S.C. § 10(a)(1)–(4); *see* Section III.B. at 7. On its face, the No Surprises Act bars judicial review except in a few limited circumstances, none of which are relevant here. I do not have authority to review the independent dispute resolution entity’s determination.

Plaintiffs argue that implying a private right to seek confirmation or enforcement of an award is not “judicial review.” I disagree. The Supreme Court has explained that the “Federal Arbitration Act ... provides for expedited judicial review to *confirm*, vacate, or modify arbitration awards.” *Hall St. Assocs.*, 552 U.S. at 578 (emphasis added); *see also Concrete Pipe & Prods. of Cali., Inc. v. Constr. Laborers Pension Tr. for S. Cali.*, 508 U.S. 602, 611 (1993) (“The statute provides for judicial review of the arbitrator’s decision by an action in the district court to enforce, vacate, or modify the award.”). Because confirmation of an arbitrator’s award is included in judicial review, I am barred from confirming any independent dispute resolution award.

Even if confirmation of an independent dispute resolution award is not judicial review, the statute’s language does not reflect Congress’s intent to create a private remedy necessary to find an implied cause of action. Under the No Surprises Act, independent dispute resolution determinations “shall be binding upon the parties involved.” 42 U.S.C. § 300gg-111(c)(5)(E)(i)(I). The Act also says that payment “shall be made ... not later than 30 days after the date on which such determination is

made.” 42 U.S.C. § 300gg-111(c)(6). Payment “shall be made directly to the nonparticipating provider or facility.” 42 U.S.C. § 300gg-111(c)(6)

The No Surprises Act confers a right for providers to payment. The Act says that payment “shall” be made to providers, which is “rights-creating” language suggesting an implied right of action. *See Me. Cmty. Health Options v. United States*, 590 U.S. 296, 324 (2020). But “Congress’s use of mandatory language alone is not enough to create an implied private right of action.” *Saloojas, Inc. v. Aetna Health of Cali., Inc.*, 80 F.4th 1011, 1015 (9th Cir. 2023). Congress must intend to create a private remedy. *Sandoval*, 532 U.S. at 286. “Most revealing of Congress’s intent is that [the No Surprises Act] already has a method of enforcement: [42 U.S.C. § 300gg-22(b)(2)].” *Chi. Tchrs. Union*, 159 F.4th at 530. When Congress creates an enforcement mechanism other than a private right of action, it “suggests that Congress intended to preclude others.” *Id.* (quoting *Sandoval*, 532 U.S. at 290).

Congress empowered the Department of Health and Human Services to assess penalties against insurers for failure to comply with the No Surprises Act. *See* 42 U.S.C. § 300gg-22(b)(2); 45 C.F.R. § 150.303. Under the enforcement provision, any health plan or health insurance issuer that fails to comply with an independent dispute resolution determination is liable for up to \$100 for each day of noncompliance. 42 U.S.C. § 300gg-22(b)(2)(C)(i). The regulations implementing the statute also describe the processes for investigating potential violations and assessing civil money penalties for failing to comply with the No Surprises Act. 45 C.F.R. §§ 150.303–150.345. That Congress created an enforcement mechanism for the

Department of Health and Human Services is the “most revealing” clue about Congress’s intent and suggests that Congress did not intend to create a private remedy for providers.

Plaintiffs cite to *Me. Cmty. Health Options* in support of their position. That case involved obligations by the government to pay for goods and services, and whether that obligation fell within the Tucker Act’s immunity waiver, allowing the petitioners to sue the government for unpaid obligations. *Id.* at 307–08, 322. The Tucker Act waives the United States’s immunity for certain damages suits in the Court of Federal Claims. *Id.* at 322. The court held that the “shall pay” language in the statute created an obligation for the government to pay. *Id.* at 314. This language in the Tucker Act context, “often reflects congressional intent to create both a right and remedy.” *Id.* at 324 (internal quotation marks omitted). The Court also reasoned that there was a right of action because the statute focused on “compensating insurers for past conduct” and because there was no separate remedial scheme to enforce the statute. *Id.* at 325–26.

Maine Community, while supportive in some ways of plaintiff’s claim, is not controlling. The Court said that the mandatory language “often” reflects an intent to create a right and remedy, but not always. And the No Surprises Act’s focus is on protecting *patients* from surprise medical bills. *Guardian Flight, L.L.C. v. Health Care Serv. Corp.*, 140 F.4th 271, 273 (5th Cir. 2025). The Court in *Maine Community* also explained that there was no other enforcement mechanism in the statute, despite the mandatory language. The No Surprises Act has a separate remedial scheme,

which is the “most revealing” factor in determining Congress’s intent. Although the language in the Act is mandatory, which can reflect Congress’s intent in some circumstances, here, where there is an administrative enforcement mechanism and a focus on patients, not providers, there is no clear intent to create an implied cause of action. Because there is no implied cause of action to bring claims for violations of the No Surprises Act, Counts 3 and 4 are dismissed.

D. State-Law Claims

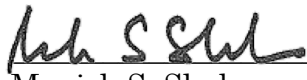
Plaintiffs bring state-law claims for open account, bad faith, unjust enrichment, and violations of the Illinois statute requiring compliance with the No Surprises Act. There is no independent basis for federal jurisdiction, because there are no federal claims remaining and there is no complete diversity between the parties. 28 U.S.C. § 1332; *Jimenez v. Kiefer*, 100 F.4th 931, 936 (7th Cir. 2024); [33] ¶¶ 8–9.² I decline to exercise supplemental jurisdiction under 28 U.S.C. § 1367(c)(3). Plaintiffs’ state-law claims are dismissed.

² Both plaintiff Sentient Physicians, PC and defendant Blue Cross Blue Shield of Illinois are citizens of Illinois.

IV. Conclusion

Defendant's motion to dismiss, [36], is granted. The federal claims are dismissed with prejudice and the state-law claims are dismissed without prejudice.³ Enter judgment and terminate civil case.

ENTER:



Manish S. Shah
United States District Judge

Date: June 2, 2026

³ Plaintiffs are “generally entitled to at least one chance to amend their complaint to cure an error in response to a district court’s dismissal order unless amendment would be futile.” *Hernandez v. Ill. Inst. of Tech.*, 63 F.4th 661, 671–72 (7th Cir. 2023) (internal quotation marks and citation omitted). Because underpayment is not within the zone of interests regulated by ERISA, Section 9 of the FAA does not apply, and the No Surprises Act does not confer a private cause of action, any amendment to these counts would be futile.

IN THE UNITED STATES DISTRICT COURT
FOR THE
NORTHERN DISTRICT OF ILLINOIS

SpecialtyCare, Inc.,

Plaintiff,

v.

Health Care Service Corporation d/b/a Blue Cross
Blue Shield of Illinois, et al.,

Defendants.

Case No. 24-cv-12935
Judge Manish Shah

JUDGMENT IN A CIVIL CASE

Judgment is hereby entered (check appropriate box):

☐ in favor of plaintiff(s)
and against defendant(s)
in the amount of \$ _____,

which ☐ includes _____ pre-judgment interest.
☐ does not include pre-judgment interest.

Post-judgment interest accrues on that amount at the rate provided by law from the date of this judgment.

Plaintiff(s) shall recover costs from defendant(s).

☐ in favor of defendant(s)
and against plaintiff(s)

Defendant(s) shall recover costs from plaintiff(s).

☒ other: In favor of defendant Health Care Service Corporation d/b/a Blue Cross Blue Shield of Illinois and against plaintiffs SpecialtyCare, Inc., Remote Neuromonitoring Physicians, PC, and Sentient Physicians, PC. The federal claims are dismissed with prejudice and the state-law claims are dismissed without prejudice.

This action was (*check one*):

☐ tried by a jury with Judge Manish Shah presiding, and the jury has rendered a verdict.
☐ tried by Judge Manish Shah without a jury and the above decision was reached.
☒ decided by Judge Manish Shah on a motion.

Date: 6/2/2026

Thomas G. Bruton, Clerk of Court

APPX123

/Susan McClintic , Deputy Clerk

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

**SPECIALTYCARE INC., REMOTE
NEUROMONITORING PHYSICIANS,
PC, and SENTIENT PHYSICIANS, PC,**

Plaintiffs,

v.

**HEALTH CARE SERVICE
CORPORATION d/b/a BLUE CROSS
BLUE SHIELD OF ILLINOIS,**

Defendant.

Civil Action No. 1:24-cv-12935

Related Cases:

Case No. 1:24-cv-12902

Case No. 1:24-cv-12945

Hon. Manish S. Shah

PLAINTIFFS' NOTICE OF APPEAL

Plaintiffs SpecialtyCare, Inc., Remote Neuromonitoring Physicians, PC, and Sentient Physicians, PC (collectively "SpecialtyCare"), appeal to the United States Court of Appeals for the Seventh Circuit from all orders and decisions, including without limitation the Memorandum Order and Opinion granting Defendant's motion to dismiss rendered on June 2, 2026 (ECF No. 73).

Dated: June 12, 2026

Respectfully submitted,

/s/ Joshua D. Arters

Bryan M. Westhoff (IL-6278694)
Kevin M. Hogan (IL-6339112)
POLSINELLI PC
150 N. Riverside Plaza, Suite 3000
Chicago, Illinois 60606
Telephone: 312-819-1900
Facsimile: 312-819-1910
bwesthoff@polsinelli.com
kmhogan@polsinelli.com

Joshua D. Arters (TN #31340)
Kevin T. Elkins (TN #33280)
POLSINELLI PC
501 Commerce Street, Suite 1300
Nashville, Tennessee 37203
Telephone: 615-252-3923
jarters@polsinelli.com
kelkins@polsinelli.com

Counsel for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was electronically filed and served on June 12, 2026, on all counsel of record via the Court's CM/ECF system:

Martin J. Bishop
Jason Theodore Mayer
Vanessa Ashley Yashoda Perumal
Crowell & Moring LLP
455 N. Cityfront Plaza Drive
Suite 3600
Chicago, IL 60611
mbishop@crowell.com
jmayer@crowell.com
vperumal@crowell.com

Counsel for Defendant

/s/Joshua D. Arters
Joshua D. Arters

**UNITED STATES DISTRICT COURT
FOR THE Northern District of Illinois – CM/ECF NextGen 1.8 (rev. 1.8.2)
Eastern Division**

SpecialtyCare, Inc, et al.

Plaintiff,

v.

Case No.:
1:24-cv-12945
Honorable Manish S.
Shah

Health Care Service Corporation d/b/a Blue Cross
Blue Shield of Texas

Defendant.

NOTIFICATION OF DOCKET ENTRY

This docket entry was made by the Clerk on Tuesday, January 21, 2025:

MINUTE entry before the Executive Committee: Case reassigned to the Honorable Manish S. Shah for all further proceedings pursuant to Local Rule 40.4. Mailed notice (jxm,)

ATTENTION: This notice is being sent pursuant to Rule 77(d) of the Federal Rules of Civil Procedure or Rule 49(c) of the Federal Rules of Criminal Procedure. It was generated by CM/ECF, the automated docketing system used to maintain the civil and criminal dockets of this District. If a minute order or other document is enclosed, please refer to it for additional information.

For scheduled events, motion practices, recent opinions and other information, visit our web site at ***www.ilnd.uscourts.gov***.



**United States District Court
Northern District of Illinois**

In the Matter of

SpecialtyCare, Inc., et al.

v.

Health Care Service Corporation

District Judge Manish S. Shah

Case No. 24-CV-12945

Designated Magistrate Judge
Jeffrey Cole

**FINDING OF RELATEDNESS PURSUANT TO
LOCAL RULE 40.4**

In accordance with the provisions of Local Rule 40.4 of this Court, I find the above captioned case, presently pending on the calendar of Judge Jeremy C. Daniel to be related to 24 CV 12902 which is pending on my calendar. Accordingly, I request that the Executive Committee order said case to be reassigned to my calendar as a related case.

A handwritten signature in black ink, appearing to read "Manish S. Shah".

Judge Manish S. Shah

Date: Tuesday, January 21, 2025

Dated: Tuesday, January 21, 2025

District Reassignment - Finding of Relatedness 40.4

APPX129

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

**SPECIALTYCARE INC., REMOTE
NEUROMONITORING PHYSICIANS,
PC, and SENTIENT PHYSICIANS, PC,**

Plaintiffs,

V.

**HEALTH CARE SERVICE
CORPORATION d/b/a BLUE CROSS
BLUE SHIELD OF TEXAS**

Defendant.

Civil Action No. 1:24-cv-12945

Hon. Manish S. Shah

FIRST AMENDED COMPLAINT¹ AND
PETITION TO CONFIRM ARBITRATION AWARD

Plaintiffs, SpecialtyCare Inc., Remote Neuromonitoring Physicians, PC, and Sentient Physicians, PC (collectively, “SpecialtyCare”), bring this action against Health Care Service Corporation d/b/a Blue Cross Blue Shield of Texas (“BCBSTX”) and allege as follows:

I. INTRODUCTION

1. This action is necessary because BCBSTX has failed and/or refused to SpecialtyCare the money that was ordered to pay in arbitral awards rendered pursuant to the federal No Surprises Act (“NSA”).

2. SpecialtyCare therefore brings this action to recover \$1,864,562 in out-of-network (“OON”) reimbursement pursuant to awards issued to SpecialtyCare against BCBSTX under the NSA, plus pre- and post-judgement interests and costs of collection.

¹ SpecialtyCare files this Amended Complaint pursuant to Fed. R. Civ. P. 15(a)(1)(B) following the filing of Defendant's Motion to Dismiss.

3. SpecialtyCare is recognized as a leading national healthcare provider of perfusion and intraoperative neuromonitoring throughout the United States. At all material times, BCBSTX was obligated to cover and reimburse SpecialtyCare for certain OON items and services rendered to BCBSTX's members and insureds under the NSA.

4. Under the NSA, effective January 1, 2022, SpecialtyCare can dispute the amounts BCBSTX paid for OON services furnished to patients enrolled in health benefit plans sold, insured, or administered by BCBSTX, through an independent dispute resolution ("IDR") process administered by the Centers for Medicare & Medicaid Services ("CMS"), where a neutral known as an "IDR entity" determines the amount that BCBSTX is required to pay SpecialtyCare on a particular claim for OON services.

5. If the IDR entity determines that BCBSTX underpaid SpecialtyCare, based on several factors the IDR entity considers, and awards SpecialtyCare additional amounts to ensure SpecialtyCare is fairly compensated, BCBSTX is required to make the additional payments to SpecialtyCare within 30 calendar days of that decision. 42 U.S.C. § 300gg-111(b)(1)(c).² The IDR entity's decision is "binding upon the parties involved" and not subject to judicial review absent circumstances described under the Federal Arbitration Act at 9 U.S.C. § 10(a)(1)-(4). *See* 42 U.S.C. §§ 300gg-111(c)(5)(E)-(F); 45 C.F.R. § 149.510(c)(4)(vii)(A).

6. Having underpaid each of the claims at issue in this action, BCBSTX forced SpecialtyCare to initiate IDR proceedings under the NSA to be fairly compensated. After the IDR entity awarded SpecialtyCare additional amounts in each of those proceedings, BCBSTX failed to

² The relevant statutory provisions of the NSA, and its implementing regulations, are codified in three different places: the Public Health Service Act ("PHS Act"), enforced by the Department of Health and Human Services ("HHS"); the Internal Revenue Code ("IRC"), enforced by the Department of the Treasury ("Treasury Department"); and the Employee Retirement Income Security Act ("ERISA"), enforced by the Department of Labor ("DOL"). For ease of reference, this Complaint cites to the PHS Act provisions and its implementing regulations.

fully pay SpecialtyCare the additional amounts owed. A tabulation identifying each IDR award, including the date the award was issued, the amount of any award, any payments to date of the award, and the remaining amount BCBSTX of the award, together aggregate of these unpaid balances \$1,864,562, is attached hereto as **Exhibit A**.³

7. SpecialtyCare has made numerous attempts to obtain payment from BCBSTX, but its attempts have been unsuccessful. No satisfactory defense or explanation has been forthcoming from BCBSTX. As a result, this action is necessary so that SpecialtyCare can secure enforcement of the binding IDR awards by final judgment against BCBSTX in a court of laws as allowed by the NSA.

II. PARTIES

8. SpecialtyCare Inc. is a corporation organized under the laws of the State of Delaware and has its principal place of business in Brentwood, Tennessee. SpecialtyCare has two affiliated entities: Remote Neuromonitoring Physicians, PC and Sentient Physicians, PC. Remote Neuromonitoring Physicians, PC is a professional corporation organized under the laws of the State of Pennsylvania whose principal place of business is located in Brentwood, Tennessee. Sentient Physicians, PC is a professional corporation organized under the laws of the State of Illinois whose principal place of business is located in Brentwood, Tennessee.

9. BCBSTX is a corporation organized under the laws of the State of Illinois, with its principal place of business located in Chicago, Illinois.

³ Given the volume of IDR awards at issue in this matter, Plaintiffs have not attached copies of the IDR awards. However, Plaintiffs' counsel will provide Defendant's counsel with the documentation for each individual IDR award upon counsel's request and will file the IDR awards with the Court as necessary.

III. JURISDICTION AND VENUE

10. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331 because it arises under the laws of the United States. Additionally, this Court has supplemental jurisdiction over the state-based claims because they “are so related to claims in the action within such original jurisdiction that they form part of the same case or controversy under Article III of the United States Constitution.” 28 U.S.C. § 1367(a).

11. This Court has personal jurisdiction over BCBSTX because, among other reasons, BCBSTX operates, conducts, engages in and carries on a business in Illinois, it maintains its principal place of business and other facilities in Illinois, and committed the acts complained of herein in Illinois. Further, BCBSTX is engaged in substantial and not isolated activity in Illinois, both interstate and intrastate.

12. Venue is proper in the Northern District of Illinois pursuant to 28 U.S.C. § 1391(b)(1) because, at all times material hereto, BCBSTX is a corporation conducting business in this Judicial District.

IV. FACTS

13. This dispute arises from BCBSTX’s failure to reimburse SpecialtyCare for healthcare services it provided to BCBSTX’s members, or patients who receive their insurance from self-funded ERISA plans for whom BCBSTX provides administrative services.

14. At all material times, BCBSTX was obligated to cover and reimburse SpecialtyCare for certain OON items and services rendered to BCBSTX’s members and insureds—each of whom validly and in writing assigned his or her benefits claims to SpecialtyCare—under the federal NSA.

15. The NSA, which became effective January 1, 2022, requires health plans and issuers, such as BCBSTX, to provide coverage and reimburse providers directly for OON

emergency healthcare services and non-emergency services furnished to insured patients by OON providers at participating hospitals and facilities.

16. Under the NSA, health plans and issuers have 30 calendar days from the date the bill is transmitted by the provider to pay or deny the claim. *See* 42 U.S.C. § 300gg-111(b)(1)(c). Plans and issuers are allowed to initially pay the OON provider whatever amount they choose (or nothing at all). If the payment is too low, the provider may initiate an “open negotiation period” to negotiate a higher amount. *Id.* at § 300gg-111(c)(1)(A). If negotiations fail, the provider may initiate an IDR process where a third-party arbitrator, known as an IDR entity, determines the pricing on the claim(s). *Id.* at § 300gg-111(c)(1)(B).

17. The IDR process requires both parties to submit to the IDR entity position statements and proposed offers of payment for the items and services at issue.⁴ *Id.* § 300gg-111(c)(5)(B)(i)(I). The IDR entity then evaluates both proposed offers, based on a number of statutory factors, selects one offer as the appropriate payment for the items and services at issue, and issues its written payment determination. *Id.* at § 300gg-111(c)(5)(C).

18. Any additional payment required by the IDR entity’s determination must be made directly to the provider **no later than thirty (30) calendar days** after the IDR entity issues its decision. *Id.* at § 300gg-111(c)(6); *see also* 45 C.F.R. § 149.510(c)(4)(ix).

19. The IDR entity’s decision is “binding upon the parties involved” and not subject to judicial review absent circumstances described under the Federal Arbitration Act at 9 U.S.C. § 10(a)(1)-(4). *See* 42 U.S.C. §§ 300gg-111(c)(5)(E)-(F); 45 C.F.R. § 149.510(c)(4)(vii)(A).

⁴ If one of the parties fails to submit an offer within the required timeframes, the IDR entity must select the other party’s offer as the final award. *See* Ctrs. For Medicare & Medicaid Servs., *Federal Independent Dispute Resolution (IDR) Process Guidance for Disputing Parties* § 6.2.2, (Oct. 2022), available at <https://web.archive.org/web/20230106173733/https://www.cms.gov/files/document/federal-independent-dispute-resolution-guidance-disputing-parties.pdf>

20. Since the implementation of the NSA, IDR entities have issued hundreds of decisions requiring BCBSTX to pay SpecialtyCare additional amounts pursuant to the NSA.

21. The IDR determinations at issue were rendered in accordance with the NSA, and are, therefore, binding upon BCBSTX. *Id.* § 300gg-111(c)(5)(E)-(F).

22. BCBSTX, however, consistently failed to remit full payment pursuant to the IDR entity's determinations, resulting in **\$1,864,562** in unpaid past due amounts owed to SpecialtyCare from BCBSTX (the "Debt").

23. Additionally, BCBSTX has failed to make timely payment within the NSA's required 30-calendar-day payment window, which begins when the IDR entity issues a decision finding that SpecialtyCare is owed additional payment, for the majority of IDR awards listed in Exhibit A. Indeed, many payments are overdue well-beyond the 30-calendar-day payment window.

24. SpecialtyCare has made numerous demands to BCBSTX for its payment on the Debt.

25. SpecialtyCare escalated the issue of BCBSTX's failure to timely remit payment for the Debt to BCBSTX and demanded payment for the same. Although not required by the NSA, SpecialtyCare provided a spreadsheet inventory of IDR entity determinations to BCBSTX to aid in the resolution of the Debt. SpecialtyCare also, from time to time, supplemented its inventory with copies of the IDR entities' determinations for each OON claim dispute at issue. Such inventory listed the following identifying information: IDR dispute number, CPT, Service Date, PCN, Payor Claim Number, Award Total, Decision Date, Expected Payment Date, Total Payments (to date), Still Owed, Patient Amount Paid.

26. SpecialtyCare diligently followed-up with BCBSTX through multiple avenues. BCBSTX however, has frequently ignored SpecialtyCare's reminders for weeks at a time and has continued to not pay the Debt.

27. Despite SpecialtyCare's efforts, BCBSTX has not paid the Debt, and the past due amounts have continued to increase to the current amount of the Debt.

28. SpecialtyCare engaged and continues to engage in a series of transactions in an open account with BCBSTX.

29. SpecialtyCare provided and continues to provide OON items and services to BCBSTX's members and insureds, and it seeks reimbursement pursuant to the NSA, when necessary. Accordingly, SpecialtyCare also expects to enter further transactions with BCBSTX that may yield future IDR entity determinations that increase the Debt.

30. BCBSTX knows that it is statutorily required to pay IDR awards within thirty days. Upon information and belief, BCBSTX has not prioritized the compliance systems and personnel needed to meet its obligations under federal law to the detriment of SpecialtyCare and to the advantage and unjust enrichment of BCBSTX, its stakeholders, and the health plans it serves.

31. BCBSTX knows that the longer it delays or denies payment, the more it can earn from the interest and/or investment income generated for its fully insured business. By delaying payment or not paying IDR awards, BCBSTX is able to keep the health plans' claims costs arbitrarily low, thus incentivizing plans to stay with them or using the results to market their services to other health plans.

32. Despite SpecialtyCare's numerous demands, BCBSTX has failed to satisfy the Debt.

V. CLAIMS FOR RELIEF

COUNT 1
PETITION TO CONFIRM ARBITRATION AWARDS
(9 U.S.C. § 9)

33. SpecialtyCare incorporates the foregoing paragraphs by reference.

34. Pursuant to 9 U.S.C. § 9, a party can petition a court to confirm an arbitration award.

35. Federal courts have authority to confirm IDR awards issued pursuant to the NSA under 9 U.S.C. § 9. *See, e.g., GPS of New Jersey M.D., P.C. v. Horizon Blue Cross & Blue Shield*, No. CV226614KMJBC, 2023 WL 5815821 (D.N.J. Sept. 8, 2023) (granting Horizon Blue Cross & Blue Shield’s cross-motion to confirm an IDR entity award under 9 U.S.C. § 9 because the language of the NSA indicates the IDR award is “final and binding” and, by invoking Section 10(a) of the Federal Arbitration Act, the NSA “gives the court the authority to confirm the award”).

36. SpecialtyCare has met all the pre-conditions for enforcement of the IDR awards at issue.

37. Accordingly, SpecialtyCare is entitled to an Order confirming each arbitration award listed in Exhibit A.

COUNT 2
ACTION FOR NONPAYMENT OF IDR DETERMINATION
(42 U.S.C. § 300gg-111(c)(6))

38. SpecialtyCare incorporates the foregoing paragraphs by reference.

39. The determination of a certified IDR entity “shall be binding upon the parties involved” and that payment “shall be made directly to the nonparticipating provider or facility not later than 30 days after the date on which such determination is made.” *See* 42 U.S.C. §§ 300gg-111(c)(5)(E)(i)(I), 300gg-111(c)(6).

40. SpecialtyCare is entitled to have the IDR determination converted into a federal judgment and enforced with the assistance of this Court in post-judgment collection efforts.

41. SpecialtyCare is further entitled to pre-judgment interest from the 31st day after each determination date until the date judgment is entered and post-judgment interest from the date after judgment is entered until payment is satisfied by BCBSTX.

42. Accordingly, SpecialtyCare is entitled to judgement in the amount of the debt plus pre- and post-judgement interests and costs of collection.

COUNT 3
Implied Right of Action under the NSA

41. SpecialtyCare incorporates the foregoing paragraphs by reference.

42. The NSA includes an implied right of action against BCBSTX for the amount owed to SpecialtyCare.

43. Under the NSA, the determination of a certified IDR entity “shall be binding upon the parties involved” and that payment “shall be made directly to the nonparticipating provider or facility not later than 30 days after the date on which such determination is made.” *See* 42 U.S.C. §§ 300gg-111(c)(5)(E)(i)(I), 300gg-111(c)(6).

44. The NSA thus requires BCBSTX to pay to SpecialtyCare the IDR Award Balance Owed for the services at issue in this case.

45. Accordingly, SpecialtyCare is entitled to judgement in the amount of the debt plus pre- and post-judgement interests and costs of collection.

COUNT 4
Improper Denial of Benefits
(ERISA Section 502(a)(1)(B), 29 U.S.C. § 1132(a)(1)(B))

46. SpecialtyCare incorporates the foregoing paragraphs by reference.

47. SpecialtyCare has been assigned the right to payment and benefits from BCBSTX’s members. This means SpecialtyCare steps into the shoes of, and is now considered, an ERISA beneficiary pursuant to 29 U.S.C. § 1002(8) for any self-funded plans BCBSTX is administering.

As beneficiaries, SpecialtyCare is entitled to plan benefits, is the real party in interest as to these claims and has standing to bring claims under ERISA.

48. BCBSTX improperly denied benefits by failing to pay the IDR awards within 30 days of each decision, as required by federal law. BCBSTX's actions constitute an abuse of discretion by (a) not properly interpreting plan terms that are unambiguous, (b) exercising discretion over non-discretionary plan terms, and (c) denying SpecialtyCare payment and benefits under the plan terms.

49. SpecialtyCare is entitled to recover payment of plan benefits from BCBSTX pursuant to the IDR determinations

50. BCBSTX is responsible for NSA compliance for the plans it administers, including responding to IDR complaints and paying IDR awards, in connection with administering self-funded benefits plans. BCBSTX breached its obligations to both the self-funded plans it administers and the plan beneficiaries by not paying IDR awards for services rendered to plan beneficiaries

51. BCBSTX's denial of payment and benefits pursuant to the binding IDR determinations was not substantially justified, arbitrary and capricious, unsupported by substantial evidence, an abuse of discretion, and wrongful under all circumstances.

52. SpecialtyCare, as assignee, hereby asserts a claim under ERISA Section 502(a)(1)(B), 29 U.S.C. § 1132(a)(1)(B), to recover payment of the IDR awards from the self-funded plans administered by BCBSTX at issue.

53. Pursuant to 29 U.S.C. § 1132(g), SpecialtyCare further seeks an award of reasonable attorney's fees and costs incurred in bringing this action.

54. Accordingly, SpecialtyCare is entitled to judgement in the amount of the debt plus pre- and post-judgement interests and costs of collection.

COUNT 5
OPEN ACCOUNT

53. SpecialtyCare incorporates the foregoing paragraphs by reference.

54. BCBSTX owes SpecialtyCare approximately \$1,864,562 that is due with applicable interest, in accordance with the attached statement of BCBSTX's balance owed on the Debt.

55. Accordingly, SpecialtyCare is entitled to judgement in the amount of the debt plus pre- and post-judgement interests and costs of collection.

COUNT 6
BAD FAITH

56. SpecialtyCare incorporates the foregoing paragraphs by reference.

57. SpecialtyCare asserts a claim for bad faith in violation of TEX. INS. CODE ANN. § 541.151 and Texas common law.

58. SpecialtyCare made demand for payment on the Debt.

59. BCBSTX refused to pay the Debt after receiving SpecialtyCare's demand.

60. BCBSTX knew it did not have a reasonable cause to refuse payment of the Debt.

61. BCBSTX's refusal to pay was committed in bad faith.

62. BCBSTX's refusal to pay has inflicted additional expense, loss, and injury, including attorneys' fees and other costs incurred on SpecialtyCare to pursue recovery of amounts owed.

63. As a direct result of BCBSTX's conduct, SpecialtyCare has been harmed.

64. SpecialtyCare is entitled to recover the balance due on the Debt as well as interest and its reasonable costs and attorneys' fees.

65. In addition, SpecialtyCare is entitled to recover any and all available penalties pursuant to TEX. INS. CODE ANN. § 541.152.

COUNT 7
UNJUST ENRICHMENT

66. SpecialtyCare incorporates the foregoing paragraphs by reference.

67. For unpaid IDR awards, BCBSTX has been unjustly enriched by failing and refusing to pay the amounts due and owing to SpecialtyCare for services they provided to BCBSTX members.

68. BCBSTX received a benefit by receiving premiums and other consideration from the members, which in turn allowed the members to receive valuable medical care from SpecialtyCare with the expectation, by both the members and SpecialtyCare, that BCBSTX would pay the benefits it agreed to pay in exchange for the premiums and consideration provided.

69. BCBSTX voluntarily accepted and retained the benefit conferred.

70. SpecialtyCare has been adversely impacted by providing valuable treatment to the members with the expectation of payment, only to be systematically and arbitrarily denied such payment by BCBSTX. In providing such care, SpecialtyCare incurred costs associated with the use and consumption of materials and supplies, expenditure of employee time and effort, and the cost of capital—all without receiving payment for its efforts, services, and investments.

71. There is no justification for BCBSTX's refusal to pay for the medical treatment provided to members, and it would be inequitable for BCBSTX to retain the benefits it has received under circumstances without paying the value thereof to SpecialtyCare in the sum of approximately \$1,864,562.

72. BCBSTX has been, and would continue to be, unjustly enriched if allowed to retain the benefit without paying the value thereof, and SpecialtyCare has suffered damages as a result.

VI. PRAYER FOR RELIEF

WHEREFORE, SpecialtyCare prays for the following relief:

- A. Judgment be entered against BCBSTX on each claim asserted herein;
- B. An Order confirming each IDR award included in Exhibit A pursuant to 9 U.S.C. § 9;
- C. An Order enforcing the IDR awards and a judgment for the total amount outstanding plus pre- and post-judgment interest under 28 U.S.C. § 1961;
- D. An Order awarding SpecialtyCare its costs and reasonable attorney's fees pursuant to Section 502(g)(1) of ERISA, 29 U.S.C. § 1132(g);
- E. Judgment be entered against BCBSTX in an amount to be determined at a hearing of this cause, plus any applicable interest and reasonable attorneys' fees and costs; and
- F. For such other, further, and general relief to which SpecialtyCare may show itself entitled.

Dated: September 15, 2025

Respectfully submitted,

/s/ Joshua D. Arters

Bryan M. Westhoff (IL-6278694)

Kevin M. Hogan (IL-6339112)

POLSINELLI PC

150 N. Riverside Plaza, Suite 3000

Chicago, Illinois 60606

T: 312-819-1900

F: 312-819-1910

bwesthoff@polsinelli.com

kmhogan@polsinelli.com

Joshua D. Arters (TN #31340)

Kevin T. Elkins (TN #33280)

POLSINELLI PC

501 Commerce Street, Suite

1300 Nashville, Tennessee 37203
615-252-3923
jarters@polsinelli.com
kelkins@polsinelli.com

Counsel for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was electronically filed and served on September 15, 2025, on all counsel of record via the Court's CM/ECF system:

Martin J. Bishop
Jason Theodore Mayer
Vanessa Ashley Yashoda Perumal
Crowell & Moring LLP
455 N. Cityfront Plaza Drive
Ste. 3600
Chicago, IL 60611
mbishop@crowell.com
jmayer@crowell.com
vperumal@crowell.com

Counsel for Defendant

/s/ Joshua D. Arters

Joshua D. Arters

EXHIBIT A

Dispute #	IDR Determination Date	IDR Award	IDR Determination Balance Due
DISP-55005	7/11/2024	\$1,654	1,654.33
DISP-55005	7/11/2024	\$1,654	1,654.33
DISP-55005	7/11/2024	\$3,309	3,308.66
DISP-55005	7/11/2024	\$3,309	3,308.66
DISP-55005	7/11/2024	\$1,654	1,654.33
DISP-55012	6/10/2024	\$3,309	1,515.58
DISP-63751	7/30/2024	\$9,926	8,271.65
DISP-63751	7/30/2024	\$1,654	1,513.55
DISP-63840	7/26/2024	\$1,455	925.14
DISP-63862	4/18/2024	\$4,963	4,962.99
DISP-80346	12/8/2022	\$522	193.24
DISP-80431	7/2/2024	\$6,617	6,054.20
DISP-80622	5/24/2024	\$3,309	3,308.66
DISP-80622	5/24/2024	\$3,309	3,308.66
DISP-80622	5/24/2024	\$1,654	1,654.33
DISP-80622	5/24/2024	\$1,654	1,654.33
DISP-80622	5/24/2024	\$1,654	1,654.33
DISP-106086	12/12/2022	\$695	695.35
DISP-161728	7/26/2024	\$4,963	908.13
DISP-161728	7/26/2024	\$8,272	2,424.80
DISP-161745	6/9/2023	\$1,654	1,654.33
DISP-180497	9/10/2024	\$1,158	1,157.52
DISP-180497	9/10/2024	\$1,158	9.70
DISP-180525	9/3/2024	\$3,309	3,308.66
DISP-180525	9/3/2024	\$3,309	281.56
DISP-180525	9/3/2024	\$8,272	8,271.65
DISP-180525	9/3/2024	\$1,654	1,654.33
DISP-180949	10/29/2024	\$1,654	1,654.33
DISP-214386	5/18/2023	\$95	95.41
DISP-214664	6/7/2023	\$1,158	36.55
DISP-214830	8/9/2024	\$1,654	1,513.55
DISP-214830	8/9/2024	\$1,654	140.78
DISP-214830	8/9/2024	\$3,309	3,121.06
DISP-214830	8/9/2024	\$6,617	6,054.20
DISP-228518	11/11/2024	\$1,158	113.45
DISP-228539	8/22/2024	\$6,617	6,254.20
DISP-228761	5/30/2023	\$1,158	613.67
DISP-228952	5/17/2024	\$3,309	3,096.63
DISP-263557	7/29/2024	\$1,158	1,157.52
DISP-263557	7/29/2024	\$1,158	1,157.52
DISP-302757	8/26/2024	\$1,654	1,654.33

DISP-302781	11/23/2024	\$1,158	1,113.26
DISP-329472	1/4/2024	\$1,570	1,329.55
DISP-369484	3/27/2024	\$3,309	28.15
DISP-393662	7/11/2024	\$1,654	1,480.49
DISP-393949	7/30/2024	\$1,158	1,086.90
DISP-393949	7/30/2024	\$1,158	1,157.52
DISP-394181	8/22/2024	\$11,580	2,118.97
DISP-394489	8/22/2024	\$1,570	286.83
DISP-394520	8/16/2024	\$1,158	221.04
DISP-401417	6/10/2023	\$1,570	1,454.17
DISP-404277	8/1/2024	\$4,963	114.23
DISP-437800	6/20/2024	\$1,654	24.32
DISP-509040	8/8/2023	\$1,158	225.79
DISP-509525	2/1/2024	\$1,570	1,333.99
DISP-509720	9/4/2024	\$1,158	1,067.36
DISP-534795	11/1/2024	\$3,309	3,027.10
DISP-534795	11/1/2024	\$1,654	1,654.33
DISP-534873	2/1/2024	\$3,309	3,003.46
DISP-559559	11/18/2024	\$3,309	281.56
DISP-682164	2/19/2024	\$1,570	149.21
DISP-684380	8/28/2024	\$3,309	1,811.60
DISP-691982	2/26/2024	\$1,158	15.21
DISP-692106	2/16/2024	\$1,654	140.78
DISP-694041	1/12/2024	\$1,570	125.65
DISP-694133	3/13/2024	\$3,309	255.48
DISP-694247	1/25/2024	\$1,158	280.42
DISP-694312	3/11/2024	\$1,570	39.40
DISP-694433	3/12/2024	\$3,309	28.22
DISP-694437	2/1/2024	\$3,309	70.25
DISP-694483	2/26/2024	\$1,158	76.05
DISP-695486	3/13/2024	\$1,570	197.03
DISP-695487	1/20/2024	\$1,570	197.03
DISP-695868	3/11/2024	\$3,309	74.88
DISP-696125	2/28/2024	\$1,158	48.06
DISP-696590	3/12/2024	\$3,309	581.35
DISP-697159	3/12/2024	\$1,570	1,057.33
DISP-697314	1/8/2024	\$3,309	281.56
DISP-697856	2/27/2024	\$3,309	281.56
DISP-698214	3/11/2024	\$1,158	513.99
DISP-698223	7/26/2024	\$1,570	112.90
DISP-698267	2/7/2024	\$1,158	43.18
DISP-698758	3/5/2024	\$1,570	11.29
DISP-699088	2/16/2024	\$11,580	281.56
DISP-747888	2/13/2024	\$1,570	915.87

DISP-747949	2/5/2024	\$1,570	50.26
DISP-774882	4/9/2024	\$1,570	1,364.56
DISP-775082	4/5/2024	\$9,926	1,818.81
DISP-775582	3/28/2024	\$1,158	1,078.98
DISP-811761	3/26/2024	\$1,158	63.51
DISP-812009	4/11/2024	\$1,158	1,157.52
DISP-870503	8/30/2024	\$1,158	6.57
DISP-870527	2/22/2024	\$1,654	1,005.37
DISP-910061	7/30/2024	\$1,570	19.70
DISP-910219	5/23/2024	\$1,158	696.04
DISP-910219	5/23/2024	\$1,158	15.21
DISP-910236	3/29/2024	\$1,654	18.72
DISP-910295	10/23/2024	\$374	56.20
DISP-910295	10/23/2024	\$174	37.44
DISP-910433	10/23/2024	\$308	13.12
DISP-910439	10/23/2024	\$3,309	763.07
DISP-910439	10/23/2024	\$3,309	3,027.10
DISP-910467	3/14/2024	\$563	428.00
DISP-936779	4/4/2024	\$4,963	56.15
DISP-936943	4/3/2024	\$1,570	317.39
DISP-936982	4/1/2024	\$1,570	76.81
DISP-937039	11/12/2024	\$1,158	1,123.65
DISP-982361	10/23/2024	\$3,309	3,027.10
DISP-982361	10/23/2024	\$3,309	3,027.10
DISP-982426	10/23/2024	\$1,570	1,464.43
DISP-982915	10/23/2024	\$1,654	1,513.55
DISP-982919	10/23/2024	\$3,309	3,027.10
DISP-983015	10/23/2024	\$1,158	1,117.25
DISP-983015	10/23/2024	\$1,158	1,114.34
DISP-983295	4/8/2024	\$1,158	21.51
DISP-1036449	4/8/2024	\$1,158	1,157.52
DISP-1036792	4/3/2024	\$1,654	680.52
DISP-1066604	4/11/2024	\$1,158	19.22
DISP-1079691	4/23/2024	\$1,570	197.03
DISP-1148142	8/15/2024	\$1,158	1,118.66
DISP-1148557	10/14/2024	\$8,272	7,632.65
DISP-1148811	7/3/2024	\$1,158	1,124.51
DISP-1237432	5/14/2024	\$1,570	1,412.08
DISP-1240671	5/14/2024	\$1,654	28.97
DISP-1241148	6/4/2024	\$19,852	351.95
DISP-1373282	10/24/2024	\$1,654	1,513.55
DISP-1373460	10/24/2024	\$1,158	1,115.33
DISP-1471189	7/22/2024	\$1,570	29.55
DISP-1471205	9/16/2024	\$76	11.40

DISP-1471255	9/16/2024	\$749	112.31
DISP-1471313	9/16/2024	\$1,123	70.35
DISP-1519786	10/16/2024	\$1,570	213.16
DISP-1519786	10/16/2024	\$1,570	328.02
DISP-1568698	9/9/2024	\$14,889	14,888.97
DISP-1568869	8/16/2024	\$1,570	1,569.71
DISP-1568923	10/24/2024	\$1,570	1,569.71
DISP-1568951	9/3/2024	\$308	308.28
DISP-1608310	8/22/2024	\$1,158	401.54
DISP-1608563	10/24/2024	\$1,570	800.00
DISP-1684282	9/17/2024	\$3,309	7.87
DISP-1724058	10/19/2024	\$1,158	20.05
DISP-1724437	10/22/2024	\$1,570	463.96
DISP-1724652	10/19/2024	\$4,963	497.70
DISP-1783760	10/15/2024	\$1,570	1,476.88
DISP-1857589	11/2/2024	\$1,570	109.21
DISP-1859529	11/8/2024	\$1,158	1,086.36
DISP-105483	2/19/2025	\$6,617	1,405.42
DISP-161758	6/14/2023	\$44	44.25
DISP-161828	5/2/2023	\$115	115.47
DISP-180504	5/25/2023	\$6,617	374.89
DISP-180525	9/3/2024	\$3,309	27.73
DISP-199927	4/23/2023	\$1	1.00
DISP-228487	3/18/2025	\$1,654	1,654.33
DISP-228491	5/7/2025	\$1,570	1,454.24
DISP-228522	1/4/2025	\$1,654	1,478.26
DISP-329574	1/28/2025	\$3,309	66.54
DISP-369467	12/20/2024	\$1,570	127.15
DISP-404126	1/15/2025	\$1,158	1,074.52
DISP-404126	1/15/2025	\$1,158	1,071.16
DISP-404126	1/15/2025	\$1,158	1,114.34
DISP-404185	12/20/2024	\$1,158	418.50
DISP-404185	12/20/2024	\$1,158	1,026.46
DISP-404185	12/20/2024	\$1,158	1,114.34
DISP-404399	7/18/2024	\$3,309	362.13
DISP-424082	9/16/2024	\$1,158	1,081.47
DISP-424430	12/20/2024	\$1,570	1,458.20
DISP-534687	12/31/2024	\$1,158	1,157.52
DISP-684366	2/24/2024	\$3,309	1,869.58
DISP-684614	1/12/2024	\$3,309	402.28
DISP-697872	2/16/2024	\$1,158	4.32
DISP-746339	2/19/2024	\$4,963	87.22
DISP-746851	1/30/2024	\$1,158	19.22
DISP-747872	1/30/2024	\$3,309	112.62

DISP-910265	12/2/2024	\$1,158	1,121.94
DISP-910265	12/2/2024	\$1,158	578.76
DISP-936404	5/6/2025	\$1,817	1,773.82
DISP-1036431	8/6/2025	\$1,775	1,775.00
DISP-1036431	8/6/2025	\$3,550	3,057.27
DISP-1036431	8/6/2025	\$3,550	3,268.44
DISP-1036431	8/6/2025	\$1,775	1,634.22
DISP-1036628	8/5/2025	\$43	43.18
DISP-1079378	4/14/2025	\$76	32.87
DISP-1079378	4/14/2025	\$76	43.18
DISP-1079750	3/31/2025	\$4,963	422.34
DISP-1148545	3/31/2025	\$3,309	3,027.10
DISP-1206227	5/9/2025	\$1,570	1,464.43
DISP-1206227	5/9/2025	\$1,570	1,458.20
DISP-1206264	3/12/2025	\$1,158	1,117.25
DISP-1206264	3/12/2025	\$1,158	1,107.62
DISP-1206264	3/12/2025	\$1,158	1,117.25
DISP-1206525	5/27/2025	\$1,654	1,513.55
DISP-1206525	5/27/2025	\$3,309	3,027.10
DISP-1206525	5/27/2025	\$3,309	3,027.10
DISP-1206525	5/27/2025	\$4,963	4,415.28
DISP-1240757	4/28/2025	\$3,309	74.88
DISP-1240992	3/20/2025	\$113	28.22
DISP-1241009	3/20/2025	\$1,158	10.79
DISP-1258703	3/20/2025	\$1,158	1,117.25
DISP-1373467	1/3/2025	\$1,654	135.94
DISP-1387243	1/10/2025	\$13,235	12,108.40
DISP-1457934	3/6/2025	\$1,158	1,157.52
DISP-1479197	5/16/2025	\$3,550	2,986.88
DISP-1519186	12/3/2024	\$3,309	271.88
DISP-1519228	3/20/2025	\$36	35.58
DISP-1567870	1/24/2025	\$1,158	1,157.52
DISP-1568100	3/20/2025	\$80	45.18
DISP-1568100	3/20/2025	\$43	43.16
DISP-1578640	1/7/2025	\$4,963	4,681.43
DISP-1606692	3/5/2025	\$1,158	1,113.26
DISP-1608587	4/7/2025	\$1,817	1,781.42
DISP-1608587	4/7/2025	\$1,817	1,781.42
DISP-1682979	5/25/2025	\$1,775	1,592.43
DISP-1683229	5/20/2025	\$1,775	782.57
DISP-1724504	5/28/2025	\$2,229	92.83
DISP-1724509	4/16/2025	\$1,817	35.58
DISP-1724640	5/29/2025	\$5,325	5,119.58
DISP-1724640	5/29/2025	\$8,875	3,550.00

DISP-1724666	6/4/2025	\$3,550	271.88
DISP-1724666	6/4/2025	\$3,550	3,278.12
DISP-1724666	6/4/2025	\$7,100	6,542.49
DISP-1786324	9/2/2025	\$34	12.30
DISP-1786324	9/2/2025	\$34	33.62
DISP-1786324	9/2/2025	\$34	33.62
DISP-1786324	9/2/2025	\$36	35.58
DISP-1849083	7/23/2025	\$1,817	1,732.13
DISP-1857531	4/15/2025	\$2,229	2,229.00
DISP-1857636	2/12/2025	\$1,158	1,157.52
DISP-1857986	1/2/2025	\$1,158	231.50
DISP-1858374	5/29/2025	\$3,550	271.88
DISP-1858556	2/7/2025	\$1,570	1,394.31
DISP-1858597	5/15/2025	\$1,817	10.42
DISP-1859067	12/26/2024	\$6,617	775.44
DISP-1859459	2/11/2025	\$6,617	405.36
DISP-1859536	7/10/2025	\$1,775	1,639.06
DISP-1859567	2/11/2025	\$1,158	35.58
DISP-1860206	2/11/2025	\$1,570	92.83
DISP-1922478	2/11/2025	\$34	6.72
DISP-1922491	6/13/2025	\$7,100	6,719.37
DISP-1922533	4/17/2025	\$2,229	432.17
DISP-1922589	4/17/2025	\$1,775	600.00
DISP-1922705	12/27/2024	\$1,158	872.26
DISP-1922750	2/7/2025	\$1,158	1,157.52
DISP-1922848	2/11/2025	\$3,309	661.73
DISP-1922982	2/11/2025	\$4,963	3,073.10
DISP-1923168	2/11/2025	\$1,158	1,106.08
DISP-1923465	2/11/2025	\$1,570	1,435.42
DISP-1923619	4/14/2025	\$7,100	7,011.01
DISP-1923879	2/17/2025	\$34	2.23
DISP-1924674	6/10/2025	\$1,817	1,772.74
DISP-1924695	6/13/2025	\$1,817	4.42
DISP-1977460	1/2/2025	\$1,158	40.27
DISP-1978230	4/14/2025	\$3,550	3,550.00
DISP-1978530	1/2/2025	\$6,617	563.12
DISP-1979553	8/26/2025	\$1,817	1,817.00
DISP-1979779	12/23/2024	\$3,309	3,036.78
DISP-2061436	12/17/2024	\$4,963	36.79
DISP-2061587	2/11/2025	\$80	44.60
DISP-2061667	2/7/2025	\$6,617	6,073.56
DISP-2061770	12/12/2024	\$3,309	2,913.93
DISP-2061812	12/12/2024	\$1,570	1,361.98
DISP-2062186	12/17/2024	\$1,654	1,533.20

DISP-2062354	2/11/2025	\$1,570	1,497.65
DISP-2129019	1/3/2025	\$1,158	224.38
DISP-2129323	12/27/2024	\$1,158	1,084.42
DISP-2129790	1/31/2025	\$1,570	1,569.71
DISP-2129850	1/2/2025	\$4,963	4,962.99
DISP-2130073	1/2/2025	\$136	135.94
DISP-2130203	2/4/2025	\$3,309	3,012.02
DISP-2130287	2/12/2025	\$1,654	1,513.55
DISP-2130840	12/27/2024	\$36	36.42
DISP-2130897	1/9/2025	\$1,158	1,157.52
DISP-2130964	1/9/2025	\$1,158	1,123.90
DISP-2246812	2/20/2025	\$1,654	1,485.92
DISP-2248548	7/11/2025	\$1,570	1,482.01
DISP-2293137	4/22/2025	\$1,817	1,708.28
DISP-2293742	2/11/2025	\$6,617	93.48
DISP-2295488	2/20/2025	\$1,570	1,482.01
DISP-2388136	2/7/2025	\$3,309	2,372.91
DISP-2388769	3/29/2025	\$4,963	4,555.17
DISP-2388771	2/10/2025	\$3,309	3,184.08
DISP-2388830	2/10/2025	\$1,570	1,296.68
DISP-2389222	2/10/2025	\$4,963	4,555.17
DISP-2389336	2/7/2025	\$1,570	1,482.01
DISP-2389669	2/10/2025	\$1,654	1,539.25
DISP-2389695	2/20/2025	\$1,158	1,121.94
DISP-2389857	2/12/2025	\$1,158	1,052.94
DISP-2473509	3/3/2025	\$3,309	1,080.66
DISP-2474509	3/29/2025	\$1,158	1,157.52
DISP-2474883	3/4/2025	\$1,158	1,157.52
DISP-2474984	3/29/2025	\$1,570	1,569.71
DISP-2475631	3/6/2025	\$3,309	1,833.09
DISP-2475694	3/4/2025	\$1,570	1,569.71
DISP-2504818	3/4/2025	\$4,963	4,732.37
DISP-2504870	2/24/2025	\$1,158	231.50
DISP-2504890	3/6/2025	\$1,570	83.09
DISP-2505098	3/4/2025	\$1,570	1,478.39
DISP-2505146	3/17/2025	\$1,654	1,373.60
DISP-2505271	2/25/2025	\$4,963	3,420.44
DISP-2505339	2/24/2025	\$1,570	1,434.50
DISP-2505485	3/4/2025	\$1,654	330.87
DISP-2505845	2/25/2025	\$1,158	32.07
DISP-2505991	2/24/2025	\$1,158	1,122.52
DISP-2506050	3/4/2025	\$1,654	1,004.42
DISP-2506142	2/26/2025	\$1,570	1,379.48
DISP-2506223	2/28/2025	\$1,158	1,157.52

DISP-2506420	2/26/2025	\$1,158	1,133.99
DISP-2506515	3/13/2025	\$3,309	3,036.78
DISP-2506767	2/24/2025	\$1,570	1,460.50
DISP-2506792	2/24/2025	\$1,570	673.94
DISP-2506831	2/24/2025	\$1,654	1,324.60
DISP-2506853	3/4/2025	\$1,654	1,559.17
DISP-2506910	2/26/2025	\$3,309	3,036.78
DISP-2507004	2/28/2025	\$3,309	157.89
DISP-2507187	3/4/2025	\$6,617	6,414.19
DISP-2507347	2/24/2025	\$8,272	8,271.65
DISP-2508224	2/28/2025	\$1,570	1,569.71
DISP-2508955	3/4/2025	\$3,139	3,139.42
DISP-2509059	3/4/2025	\$6,617	1,047.32
DISP-2509352	2/24/2025	\$1,158	1,115.69
DISP-2509370	3/4/2025	\$1,158	1,114.34
DISP-2510013	2/24/2025	\$1,158	1,157.52
DISP-2510027	2/26/2025	\$1,654	1,518.39
DISP-2510210	3/4/2025	\$3,309	1,693.36
DISP-2510212	2/26/2025	\$1,158	1,105.21
DISP-2510364	3/4/2025	\$3,309	1,957.44
DISP-2552574	6/11/2025	\$3,550	2,913.06
DISP-2572911	8/12/2025	\$3,309	18.75
DISP-2572983	3/21/2025	\$617	13.84
DISP-2572983	3/21/2025	\$308	276.54
DISP-2572988	8/26/2025	\$3,550	3,550.00
DISP-2572988	8/26/2025	\$1,775	1,639.06
DISP-2573006	3/18/2025	\$3,309	3,308.66
DISP-2573008	3/18/2025	\$1,570	40.66
DISP-2573134	8/12/2025	\$1,570	20.77
DISP-2573385	3/25/2025	\$1,570	1,482.01
DISP-2573407	3/24/2025	\$6,617	108.75
DISP-2573516	4/8/2025	\$2,229	2,133.96
DISP-2573562	3/17/2025	\$3,309	3,308.66
DISP-2573838	3/18/2025	\$3,309	95.15
DISP-2573867	3/20/2025	\$308	55.80
DISP-2574045	3/18/2025	\$1,158	15.58
DISP-2574097	3/21/2025	\$1,158	224.78
DISP-2574260	3/21/2025	\$1,158	8.01
DISP-2574260	3/21/2025	\$1,158	1,121.10
DISP-2574309	3/21/2025	\$36	7.28
DISP-2574517	4/8/2025	\$3,550	3,006.24
DISP-2574517	4/8/2025	\$1,775	1,639.06
DISP-2574517	4/8/2025	\$1,775	1,700.74
DISP-2574517	4/8/2025	\$1,775	1,581.14

DISP-2574517	4/8/2025	\$1,775	1,658.75
DISP-2574517	4/8/2025	\$8,875	8,195.30
DISP-2575272	3/21/2025	\$4,963	69.21
DISP-2575272	3/21/2025	\$4,963	4,555.17
DISP-2575357	4/2/2025	\$2,229	2,229.00
DISP-2575387	3/21/2025	\$1,654	303.68
DISP-2669520	3/31/2025	\$14,200	12,276.72
DISP-2669555	3/27/2025	\$4,963	4,962.99
DISP-2669794	4/21/2025	\$1,817	1,679.82
DISP-2670280	4/3/2025	\$2,229	2,075.69
DISP-2670368	4/2/2025	\$1,570	410.00
DISP-2670471	3/25/2025	\$1,158	43.92
DISP-2670965	3/25/2025	\$3,309	387.72
DISP-2671086	4/22/2025	\$2,229	1,871.10
DISP-2671427	4/1/2025	\$1,654	1,456.96
DISP-2671518	3/24/2025	\$3,309	2,727.08
DISP-2671852	3/24/2025	\$1,158	1,095.67
DISP-2672127	3/24/2025	\$1,158	1,083.63
DISP-2672145	3/24/2025	\$1,654	1,518.39
DISP-2763498	4/17/2025	\$1,817	29.63
DISP-2763583	8/8/2025	\$1,775	1,775.00
DISP-2763690	5/9/2025	\$1,817	1,716.14
DISP-2763724	4/17/2025	\$1,817	42.00
DISP-2763729	4/17/2025	\$1,817	1,765.12
DISP-2763743	4/17/2025	\$414	414.00
DISP-2763743	4/17/2025	\$414	344.74
DISP-2763923	4/18/2025	\$1,775	357.29
DISP-2763935	5/12/2025	\$1,817	1,773.08
DISP-2764071	4/17/2025	\$1,817	1,742.90
DISP-2764126	4/22/2025	\$5,325	4,514.22
DISP-2764225	6/23/2025	\$5,325	4,887.52
DISP-2764324	8/8/2025	\$3,550	3,429.32
DISP-2764493	4/22/2025	\$1,817	16.66
DISP-2764678	4/17/2025	\$1,817	1,817.00
DISP-2764692	4/17/2025	\$1,775	1,581.91
DISP-2764750	4/13/2025	\$2,229	431.29
DISP-2764811	4/18/2025	\$1,775	1,714.48
DISP-2764848	5/9/2025	\$2,229	43.47
DISP-2764855	4/15/2025	\$1,817	1,783.38
DISP-2764911	4/16/2025	\$2,229	2,138.11
DISP-2765148	4/17/2025	\$1,817	1,730.59
DISP-2765166	4/22/2025	\$3,550	3,402.24
DISP-2765188	4/17/2025	\$3,550	3,278.12
DISP-2765408	4/17/2025	\$2,229	2,003.68

DISP-2765603	4/16/2025	\$2,229	2,141.30
DISP-2765726	4/18/2025	\$1,775	128.50
DISP-2892393	4/30/2025	\$1,817	1,773.08
DISP-2892464	5/21/2025	\$1,775	1,639.06
DISP-2892575	5/22/2025	\$414	378.84
DISP-2892575	5/22/2025	\$414	382.26
DISP-2892575	5/22/2025	\$414	367.50
DISP-2892680	5/23/2025	\$1,817	1,781.42
DISP-2892680	5/23/2025	\$1,817	1,781.42
DISP-2892688	6/13/2025	\$80	44.93
DISP-2892697	5/20/2025	\$1,775	1,639.06
DISP-2892697	5/20/2025	\$3,550	3,195.88
DISP-2892697	5/20/2025	\$3,550	3,155.27
DISP-2892730	6/14/2025	\$592	345.74
DISP-2892748	8/4/2025	\$3,550	3,121.22
DISP-2892781	4/29/2025	\$2,229	114.67
DISP-2892803	5/21/2025	\$2,229	2,229.00
DISP-2892819	6/11/2025	\$2,229	2,053.60
DISP-2892833	5/20/2025	\$1,775	1,639.06
DISP-2892850	5/2/2025	\$3,550	3,550.00
DISP-2892864	5/22/2025	\$2,229	1,989.26
DISP-2892903	6/25/2025	\$1,817	1,770.52
DISP-2892917	5/20/2025	\$3,550	3,170.15
DISP-2893161	4/30/2025	\$1,775	193.86
DISP-2893168	6/11/2025	\$3,550	3,496.48
DISP-2893382	4/30/2025	\$3,550	387.72
DISP-2893469	5/20/2025	\$414	303.66
DISP-2893469	5/20/2025	\$414	414.00
DISP-2893469	5/20/2025	\$414	344.74
DISP-2893601	5/2/2025	\$1,817	43.92
DISP-2893663	5/20/2025	\$3,550	3,550.00
DISP-2893968	5/23/2025	\$1,817	1,781.42
DISP-2893968	5/23/2025	\$1,817	1,725.10
DISP-2893968	5/23/2025	\$1,817	1,817.00
DISP-2893968	5/23/2025	\$1,817	1,780.58
DISP-2893968	5/23/2025	\$1,817	1,736.82
DISP-2893968	5/23/2025	\$1,817	1,783.38
DISP-2894053	4/30/2025	\$2,229	2,136.17
DISP-2894238	5/15/2025	\$36	27.37
DISP-2894395	5/23/2025	\$1,817	1,780.58
DISP-2894395	5/23/2025	\$1,817	1,817.00
DISP-2988477	5/9/2025	\$1,817	1,781.42
DISP-2988846	6/2/2025	\$592	10.52
DISP-2988851	7/2/2025	\$2,229	2,053.60

DISP-2989011	5/12/2025	\$414	359.28
DISP-2989169	7/22/2025	\$1,817	72.10
DISP-2989169	7/22/2025	\$1,817	1,817.00
DISP-2989169	7/22/2025	\$1,817	1,788.16
DISP-2989169	7/22/2025	\$1,817	1,749.17
DISP-2989169	7/22/2025	\$1,817	1,781.42
DISP-2989296	6/10/2025	\$1,817	1,783.38
DISP-2989421	5/20/2025	\$3,550	301.02
DISP-2989424	5/9/2025	\$828	393.50
DISP-2989453	7/2/2025	\$1,817	1,772.85
DISP-2989463	6/10/2025	\$414	414.00
DISP-2989463	6/10/2025	\$414	11.35
DISP-2989463	6/10/2025	\$414	7.80
DISP-2989463	6/10/2025	\$414	382.26
DISP-2989463	6/10/2025	\$414	383.00
DISP-2989463	6/10/2025	\$414	381.78
DISP-2989492	5/9/2025	\$1,775	1,639.06
DISP-2989755	5/12/2025	\$1,775	1,775.00
DISP-2989917	6/10/2025	\$1,775	1,639.06
DISP-2989986	6/11/2025	\$2,229	2,229.00
DISP-2989986	6/11/2025	\$2,229	2,092.49
DISP-2989997	7/2/2025	\$1,817	1,776.66
DISP-2990091	6/1/2025	\$2,229	2,053.60
DISP-2990278	5/28/2025	\$1,817	1,775.17
DISP-2991671	6/6/2025	\$3,550	3,278.12
DISP-2991671	6/6/2025	\$1,775	1,775.00
DISP-2991671	6/6/2025	\$5,325	5,260.07
DISP-2991671	6/6/2025	\$3,550	3,260.60
DISP-2992042	9/4/2025	\$1,817	1,783.38
DISP-2992042	9/4/2025	\$1,817	1,817.00
DISP-2992042	9/4/2025	\$1,817	1,817.00
DISP-2992042	9/4/2025	\$1,817	1,817.00
DISP-2992042	9/4/2025	\$1,817	1,764.71
DISP-2992042	9/4/2025	\$1,817	1,736.82
DISP-2992044	5/20/2025	\$3,550	3,268.44
DISP-2992287	7/21/2025	\$2,229	2,229.00
DISP-2992510	5/19/2025	\$7,100	6,116.24
DISP-2992695	7/9/2025	\$3,550	394.73
DISP-2992695	7/9/2025	\$3,550	3,054.26
DISP-2992695	7/9/2025	\$3,550	3,278.12
DISP-2992695	7/9/2025	\$3,550	3,278.12
DISP-2992695	7/9/2025	\$3,550	3,278.12
DISP-2992695	7/9/2025	\$1,775	1,625.47
DISP-3099045	6/3/2025	\$2,229	2,042.21

DISP-3099070	5/30/2025	\$828	704.00
DISP-3099075	5/30/2025	\$12,425	11,473.42
DISP-3099310	5/30/2025	\$1,035	584.21
DISP-3099436	7/4/2025	\$1,817	1,764.71
DISP-3099465	6/14/2025	\$1,817	1,773.28
DISP-3099465	6/14/2025	\$1,817	1,773.48
DISP-3099675	5/28/2025	\$3,550	358.76
DISP-3099748	7/23/2025	\$2,229	2,136.17
DISP-3099788	6/14/2025	\$2,229	2,114.91
DISP-3099788	6/14/2025	\$2,229	2,115.50
DISP-3099815	5/30/2025	\$3,550	3,006.24
DISP-3099900	5/24/2025	\$3,550	3,278.12
DISP-3099975	5/28/2025	\$1,775	1,639.06
DISP-3100082	5/29/2025	\$1,775	135.94
DISP-3100089	5/28/2025	\$1,817	96.48
DISP-3100162	5/30/2025	\$3,550	2,774.56
DISP-3100193	5/29/2025	\$1,817	1,782.75
DISP-3100281	6/3/2025	\$3,550	3,278.12
DISP-3100378	6/3/2025	\$1,817	1,726.33
DISP-3100489	7/15/2025	\$2,229	2,139.38
DISP-3100596	7/23/2025	\$1,817	1,781.42
DISP-3100663	5/31/2025	\$2,229	2,043.34
DISP-3100697	5/30/2025	\$1,817	1,817.00
DISP-3100711	6/13/2025	\$3,550	3,545.91
DISP-3100711	6/13/2025	\$5,325	5,201.52
DISP-3100835	5/28/2025	\$1,775	1,775.00
DISP-3100915	5/30/2025	\$1,817	1,780.58
DISP-3101102	6/1/2025	\$2,229	1,990.61
DISP-3101284	5/30/2025	\$1,817	1,733.34
DISP-3101298	5/30/2025	\$1,817	61.85
DISP-3101488	6/6/2025	\$1,817	1,745.84
DISP-3101658	5/29/2025	\$3,550	3,437.38
DISP-3101711	5/30/2025	\$12,425	5,043.65
DISP-3187666	6/12/2025	\$1,817	1,773.82
DISP-3187685	6/10/2025	\$1,817	8.27
DISP-3187708	6/10/2025	\$2,229	2,229.00
DISP-3187778	6/12/2025	\$1,817	1,817.00
DISP-3187801	6/10/2025	\$1,817	1,782.43
DISP-3187853	6/11/2025	\$1,817	1,765.39
DISP-3187948	6/11/2025	\$1,817	1,783.38
DISP-3188015	6/12/2025	\$1,775	1,775.00
DISP-3188054	7/27/2025	\$3,550	3,332.50
DISP-3188075	7/27/2025	\$2,229	2,085.21
DISP-3188083	7/25/2025	\$1,817	1,621.88

DISP-3188271	6/10/2025	\$3,550	3,278.12
DISP-3188327	7/23/2025	\$2,229	2,143.52
DISP-3188386	7/26/2025	\$7,100	6,556.24
DISP-3188389	7/23/2025	\$1,817	1,782.75
DISP-3188427	7/23/2025	\$1,775	1,639.06
DISP-3188459	7/23/2025	\$5,325	5,325.00
DISP-3188528	7/27/2025	\$1,775	1,742.67
DISP-3188564	7/27/2025	\$2,229	2,116.10
DISP-3188665	7/29/2025	\$1,775	1,577.63
DISP-3188679	7/28/2025	\$1,817	1,736.82
DISP-3188774	7/27/2025	\$83	12.40
DISP-3188785	7/23/2025	\$1,817	1,781.61
DISP-3188864	7/23/2025	\$5,325	61.09
DISP-3189137	6/19/2025	\$1,775	193.86
DISP-3189163	7/27/2025	\$2,229	2,094.99
DISP-3189179	6/19/2025	\$1,817	1,784.34
DISP-3189197	7/27/2025	\$3,550	3,550.00
DISP-3189288	6/10/2025	\$1,775	135.94
DISP-3189288	6/10/2025	\$1,775	1,666.25
DISP-3189291	6/19/2025	\$2,229	2,229.00
DISP-3189297	7/27/2025	\$1,817	1,742.60
DISP-3189484	7/25/2025	\$2,229	2,141.30
DISP-3189570	7/25/2025	\$3,550	40.72
DISP-3189607	7/30/2025	\$1,817	1,784.34
DISP-3189616	7/25/2025	\$1,817	1,762.02
DISP-3189802	6/13/2025	\$1,817	1,817.00
DISP-3189868	7/23/2025	\$5,325	4,902.66
DISP-3189871	6/11/2025	\$1,817	1,761.90
DISP-3189949	7/26/2025	\$5,325	5,325.00
DISP-3189963	7/23/2025	\$1,817	1,817.00
DISP-3189980	7/27/2025	\$1,775	1,598.28
DISP-3189991	7/26/2025	\$1,817	1,756.03
DISP-3190001	7/28/2025	\$3,550	3,155.27
DISP-3190016	7/25/2025	\$3,550	3,278.12
DISP-3190028	7/27/2025	\$7,100	6,285.44
DISP-3190051	7/27/2025	\$1,817	1,817.00
DISP-3190064	6/11/2025	\$2,229	32.14
DISP-3190096	7/23/2025	\$2,229	2,136.38
DISP-3190097	7/23/2025	\$1,775	1,639.06
DISP-3190142	7/25/2025	\$1,775	1,418.09
DISP-3190173	7/27/2025	\$1,817	1,781.42
DISP-3190209	7/23/2025	\$1,775	1,775.00
DISP-3190217	7/29/2025	\$3,550	3,550.00
DISP-3190227	7/27/2025	\$1,775	1,639.06

DISP-3190343	7/23/2025	\$2,229	2,160.62
DISP-3190356	7/26/2025	\$3,550	61.09
DISP-3190408	7/25/2025	\$1,817	1,772.06
DISP-3190442	7/27/2025	\$3,550	3,274.34
DISP-3190453	7/27/2025	\$2,229	2,136.17
DISP-3190465	7/27/2025	\$3,550	3,431.25
DISP-3190508	7/27/2025	\$3,550	3,332.50
DISP-3190511	7/30/2025	\$1,775	1,464.82
DISP-3190519	7/31/2025	\$2,229	2,069.40
DISP-3190546	7/24/2025	\$2,229	2,229.00
DISP-3190559	7/24/2025	\$1,817	1,817.00
DISP-3190559	7/24/2025	\$1,817	1,781.61
DISP-3190575	7/27/2025	\$2,229	2,143.52
DISP-3276733	6/25/2025	\$1,817	1,784.34
DISP-3276864	6/25/2025	\$1,817	1,774.32
DISP-3276908	7/14/2025	\$1,817	1,776.35
DISP-3277028	6/25/2025	\$1,775	1,503.12
DISP-3277028	6/25/2025	\$3,550	3,162.28
DISP-3277036	6/25/2025	\$3,550	3,441.52
DISP-3277234	7/22/2025	\$1,817	1,485.57
DISP-3277315	6/25/2025	\$1,817	1,782.91
DISP-3277315	6/25/2025	\$1,817	1,817.00
DISP-3277315	6/25/2025	\$1,817	1,817.00
DISP-3277315	6/25/2025	\$1,817	1,782.43
DISP-3277383	6/25/2025	\$2,229	2,138.54
DISP-3277427	7/28/2025	\$2,229	1,901.00
DISP-3277427	7/28/2025	\$2,229	2,122.60
DISP-3277427	7/28/2025	\$2,229	1,909.80
DISP-3277478	7/23/2025	\$2,229	2,048.08
DISP-3277478	7/23/2025	\$2,229	1,803.40
DISP-3277507	8/1/2025	\$1,817	1,646.27
DISP-3277507	8/1/2025	\$1,817	1,776.35
DISP-3277507	8/1/2025	\$1,817	1,768.35
DISP-3277507	8/1/2025	\$1,817	1,687.05
DISP-3277554	6/27/2025	\$1,817	1,781.42
DISP-3277564	6/24/2025	\$1,817	1,784.34
DISP-3277666	6/25/2025	\$1,775	1,652.65
DISP-3277721	6/24/2025	\$1,817	1,781.61
DISP-3277810	7/15/2025	\$2,229	2,152.06
DISP-3277864	6/26/2025	\$414	414.00
DISP-3277864	6/26/2025	\$414	385.52
DISP-3277889	7/14/2025	\$1,817	1,784.34
DISP-3277962	6/26/2025	\$1,775	1,775.00
DISP-3277962	6/26/2025	\$3,550	3,550.00

DISP-3277962	6/26/2025	\$3,550	3,278.12
DISP-3278012	8/25/2025	\$1,817	1,787.60
DISP-3278022	6/26/2025	\$2,229	2,139.26
DISP-3278149	6/25/2025	\$2,229	1,713.62
DISP-3278207	6/30/2025	\$2,229	2,143.52
DISP-3278224	6/25/2025	\$3,550	3,414.06
DISP-3278243	7/14/2025	\$2,229	2,117.28
DISP-3278286	6/26/2025	\$414	414.00
DISP-3278286	6/26/2025	\$414	414.00
DISP-3278286	6/26/2025	\$207	207.00
DISP-3278306	7/23/2025	\$10,650	9,834.36
DISP-3278411	7/23/2025	\$1,775	1,581.14
DISP-3278545	6/20/2025	\$8,875	8,195.30
DISP-3278812	6/23/2025	\$1,817	1,817.00
DISP-3278812	6/23/2025	\$1,817	1,784.34
DISP-3278812	6/23/2025	\$1,817	1,817.00
DISP-3278835	6/23/2025	\$1,775	1,746.22
DISP-3278835	6/23/2025	\$5,325	4,917.18
DISP-3278835	6/23/2025	\$3,550	3,550.00
DISP-3278906	6/20/2025	\$1,775	1,581.14
DISP-3278928	6/25/2025	\$2,229	2,143.52
DISP-3279018	6/25/2025	\$3,550	3,435.58
DISP-3279131	6/25/2025	\$3,550	3,305.30
DISP-3279187	6/25/2025	\$2,229	2,183.77
DISP-3279418	6/25/2025	\$2,229	2,122.60
DISP-3279585	6/24/2025	\$2,229	2,229.00
DISP-3279671	7/29/2025	\$1,817	1,747.86
DISP-3279671	7/29/2025	\$1,817	1,654.40
DISP-3279991	6/25/2025	\$2,229	2,143.52
DISP-3396886	7/8/2025	\$1,817	32.16
DISP-3397115	7/10/2025	\$2,229	2,229.00
DISP-3397195	7/10/2025	\$7,100	6,610.62
DISP-3397271	7/10/2025	\$5,325	5,325.00
DISP-3397289	7/15/2025	\$2,229	2,229.00
DISP-3397515	7/16/2025	\$2,229	2,229.00
DISP-3397515	7/16/2025	\$2,229	2,229.00
DISP-3397688	7/10/2025	\$1,817	1,796.25
DISP-3397701	7/15/2025	\$1,775	1,775.00
DISP-3397701	7/15/2025	\$1,775	1,571.36
DISP-3397701	7/15/2025	\$3,550	1,775.00
DISP-3397701	7/15/2025	\$3,550	3,278.12
DISP-3397793	7/10/2025	\$3,550	3,550.00
DISP-3397823	7/10/2025	\$2,229	2,229.00
DISP-3398000	7/10/2025	\$1,817	1,770.23

DISP-3398195	7/10/2025	\$10,650	1,920.00
DISP-3398195	7/10/2025	\$3,550	233.99
DISP-3398231	7/10/2025	\$5,325	4,917.18
DISP-3398259	7/10/2025	\$1,775	1,775.00
DISP-3398259	7/10/2025	\$3,550	3,332.50
DISP-3398272	7/10/2025	\$1,817	1,817.00
DISP-3398293	7/10/2025	\$3,550	3,550.00
DISP-3398763	7/10/2025	\$2,229	2,229.00
DISP-3398763	7/10/2025	\$2,229	2,058.04
DISP-3398763	7/10/2025	\$2,229	2,138.54
DISP-3398992	7/10/2025	\$1,775	1,775.00
DISP-3399074	7/10/2025	\$2,229	2,229.00
DISP-3399202	7/10/2025	\$1,817	1,817.00
DISP-3399370	7/10/2025	\$1,817	1,784.34
DISP-3399426	7/10/2025	\$207	178.52
DISP-3399426	7/10/2025	\$414	383.66
DISP-3399426	7/10/2025	\$414	383.14
DISP-3399449	7/10/2025	\$1,775	1,639.06
DISP-3399588	7/10/2025	\$3,550	3,432.03
DISP-3399929	7/15/2025	\$1,817	1,817.00
DISP-3399929	7/15/2025	\$1,817	1,751.68
DISP-3399929	7/15/2025	\$1,817	1,658.50
DISP-3399929	7/15/2025	\$1,817	1,089.07
DISP-3399929	7/15/2025	\$1,817	1,782.43
DISP-3399952	7/14/2025	\$3,550	3,332.50
DISP-3400342	7/10/2025	\$7,100	7,100.00
DISP-3400342	7/10/2025	\$1,775	1,775.00
DISP-3400342	7/10/2025	\$1,775	203.64
DISP-3400393	7/14/2025	\$414	357.04
DISP-3400393	7/14/2025	\$414	207.00
DISP-3400393	7/14/2025	\$414	383.86
DISP-3400694	7/9/2025	\$1,817	1,817.00
DISP-3400777	7/10/2025	\$1,817	1,751.68
DISP-3400777	7/10/2025	\$1,817	1,781.61
DISP-3400777	7/10/2025	\$1,817	1,781.61
DISP-3400785	7/16/2025	\$2,229	2,229.00
DISP-3400836	7/10/2025	\$1,817	1,817.00
DISP-3400836	7/10/2025	\$1,817	1,817.00
DISP-3400836	7/10/2025	\$1,817	22.87
DISP-3400978	7/10/2025	\$2,229	2,121.71
DISP-3400978	7/10/2025	\$2,229	34.97
DISP-3401176	7/10/2025	\$1,817	1,800.43
DISP-3401253	7/8/2025	\$1,817	1,817.00
DISP-3401316	8/5/2025	\$1,775	1,766.28

DISP-3401332	7/9/2025	\$2,229	2,097.70
DISP-3504302	7/22/2025	\$1,817	1,689.56
DISP-3504304	7/26/2025	\$3,550	3,278.12
DISP-3504328	8/2/2025	\$2,229	2,229.00
DISP-3504342	7/28/2025	\$1,817	1,782.43
DISP-3504351	7/31/2025	\$2,229	2,138.54
DISP-3504396	7/25/2025	\$2,229	2,136.38
DISP-3504404	7/30/2025	\$1,817	1,784.34
DISP-3504413	7/24/2025	\$2,229	2,138.54
DISP-3504531	7/23/2025	\$1,817	15.24
DISP-3504545	7/21/2025	\$1,817	1,781.61
DISP-3504550	7/28/2025	\$3,550	3,550.00
DISP-3504556	7/28/2025	\$5,325	4,917.18
DISP-3504557	7/29/2025	\$2,229	2,143.52
DISP-3504590	7/22/2025	\$8,875	1,600.00
DISP-3504599	7/25/2025	\$1,817	1,782.43
DISP-3504610	7/22/2025	\$1,817	1,781.61
DISP-3504622	7/22/2025	\$2,229	2,136.38
DISP-3504800	8/20/2025	\$1,817	1,781.61
DISP-3504898	7/22/2025	\$3,550	3,292.73
DISP-3504919	7/22/2025	\$5,325	4,917.18
DISP-3504926	7/22/2025	\$1,775	1,639.06
DISP-3504931	7/22/2025	\$7,100	6,951.68
DISP-3504942	7/26/2025	\$1,817	1,784.34
DISP-3504955	7/24/2025	\$3,550	3,278.12
DISP-3505055	7/22/2025	\$2,229	2,117.28
DISP-3505112	7/22/2025	\$3,550	3,305.31
DISP-3505164	7/22/2025	\$3,550	2,427.10
DISP-3505226	7/22/2025	\$1,817	1,817.00
DISP-3505403	7/22/2025	\$3,550	3,550.00
DISP-3505404	7/22/2025	\$1,817	1,817.00
DISP-3505408	7/26/2025	\$1,817	1,772.53
DISP-3505410	7/24/2025	\$3,550	3,189.68
DISP-3505451	7/22/2025	\$1,817	1,781.61
DISP-3505467	7/22/2025	\$1,775	40.72
DISP-3505482	7/22/2025	\$2,229	2,136.38
DISP-3505493	7/22/2025	\$2,229	39.81
DISP-3505511	7/22/2025	\$2,229	2,138.54
DISP-3505616	7/22/2025	\$7,100	6,556.24
DISP-3505669	7/29/2025	\$1,817	1,774.32
DISP-3505694	7/22/2025	\$3,550	3,278.12
DISP-3505746	7/22/2025	\$3,550	50.00
DISP-3505797	7/22/2025	\$2,229	2,229.00
DISP-3505799	7/31/2025	\$2,229	2,143.52

DISP-3505816	7/28/2025	\$1,775	1,639.06
DISP-3506124	8/2/2025	\$1,775	1,639.06
DISP-3506146	7/22/2025	\$5,325	4,917.18
DISP-3506402	7/22/2025	\$1,817	1,782.43
DISP-3506438	7/28/2025	\$828	767.72
DISP-3506458	7/28/2025	\$1,817	1,817.00
DISP-3506485	7/22/2025	\$5,325	4,743.42
DISP-3506496	7/24/2025	\$1,817	1,781.61
DISP-3506509	7/28/2025	\$2,229	2,138.54
DISP-3506532	7/28/2025	\$1,817	1,785.89
DISP-3506543	7/26/2025	\$3,550	2,949.84
DISP-3506546	7/28/2025	\$1,817	1,784.34
DISP-3506562	7/28/2025	\$1,817	1,782.43
DISP-3506604	7/28/2025	\$1,775	1,639.06
DISP-3506638	7/24/2025	\$5,325	4,917.18
DISP-3506772	7/28/2025	\$1,817	1,782.43
DISP-3587006	8/1/2025	\$3,550	3,360.25
DISP-3587034	8/2/2025	\$1,817	1,773.83
DISP-3587246	8/4/2025	\$2,229	2,138.54
DISP-3587304	8/4/2025	\$2,229	2,116.02
DISP-3587319	8/28/2025	\$1,775	1,639.06
DISP-3587448	8/5/2025	\$4,245	122.18
DISP-3587473	9/10/2025	\$407	247.09
DISP-3587473	9/10/2025	\$1,018	338.50
DISP-3587478	8/5/2025	\$7,100	7,043.74
DISP-3587478	8/5/2025	\$10,650	8,107.53
DISP-3587478	8/5/2025	\$1,775	1,639.06
DISP-3587489	8/4/2025	\$5,325	4,954.66
DISP-3587543	8/28/2025	\$2,229	2,138.54
DISP-3587638	8/4/2025	\$2,229	2,142.88
DISP-3587680	8/1/2025	\$2,229	2,102.71
DISP-3587710	8/14/2025	\$1,817	15.24
DISP-3587724	8/4/2025	\$2,229	2,158.91
DISP-3587789	8/28/2025	\$1,817	1,782.43
DISP-3587799	8/1/2025	\$3,550	2,614.25
DISP-3587883	8/6/2025	\$1,817	1,790.21
DISP-3587883	8/6/2025	\$1,817	1,817.00
DISP-3587883	8/6/2025	\$1,817	1,784.34
DISP-3587900	8/1/2025	\$7,100	7,100.00
DISP-3587970	8/4/2025	\$2,229	2,146.88
DISP-3587986	8/7/2025	\$1,817	1,783.97
DISP-3588120	8/4/2025	\$3,550	3,278.12
DISP-3588173	8/2/2025	\$3,550	3,278.12
DISP-3588204	8/1/2025	\$1,817	1,782.43

DISP-3588205	8/4/2025	\$10,650	9,834.36
DISP-3588207	8/2/2025	\$3,550	3,278.12
DISP-3588267	8/4/2025	\$1,817	1,781.61
DISP-3588293	8/4/2025	\$1,775	1,639.06
DISP-3588315	8/5/2025	\$414	376.36
DISP-3588315	8/5/2025	\$414	375.58
DISP-3588320	8/12/2025	\$5,325	4,917.18
DISP-3588369	8/4/2025	\$3,550	3,278.12
DISP-3588483	8/6/2025	\$1,817	1,781.61
DISP-3588508	8/4/2025	\$1,817	1,781.61
DISP-3588676	8/4/2025	\$1,817	1,784.34
DISP-3652498	8/15/2025	\$3,550	3,278.12
DISP-3652519	8/12/2025	\$1,817	3.33
DISP-3652533	8/26/2025	\$1,817	1,784.38
DISP-3652579	8/14/2025	\$2,229	2,139.38
DISP-3652595	8/14/2025	\$1,775	1,775.00
DISP-3652656	8/13/2025	\$1,817	1,784.38
DISP-3652664	8/13/2025	\$1,817	1,781.61
DISP-3652684	8/16/2025	\$5,325	4,917.18
DISP-3652690	8/16/2025	\$5,325	3,127.02
DISP-3652734	8/13/2025	\$1,817	1,817.00
DISP-3652743	8/14/2025	\$1,817	1,784.38
DISP-3652769	8/13/2025	\$1,775	1,639.06
DISP-3652809	8/13/2025	\$2,229	2,029.76
DISP-3652840	8/9/2025	\$3,550	234.00
DISP-3652847	8/14/2025	\$1,817	1,741.96
DISP-3652872	8/14/2025	\$2,229	2,229.00
DISP-3652887	8/16/2025	\$2,229	2,143.64
DISP-3652949	8/12/2025	\$1,817	1,774.32
DISP-3652961	8/14/2025	\$1,775	1,639.06
DISP-3652996	8/14/2025	\$1,817	1,696.88
DISP-3653013	8/12/2025	\$1,817	1,086.20
DISP-3653021	8/15/2025	\$1,817	1,773.73
DISP-3653061	9/10/2025	\$1,817	1,773.83
DISP-3653100	8/12/2025	\$33	6.52
DISP-3653110	8/13/2025	\$1,817	1,817.00
DISP-3653177	8/10/2025	\$2,229	2,116.02
DISP-3653206	8/13/2025	\$828	771.12
DISP-3653253	8/14/2025	\$3,550	3,550.00
DISP-3653384	8/14/2025	\$1,775	1,666.24
DISP-3653385	8/9/2025	\$3,550	3,155.27
DISP-3653424	8/15/2025	\$2,229	2,143.64
DISP-3653525	8/14/2025	\$2,229	2,229.00
DISP-3653526	8/14/2025	\$1,817	1,784.38

DISP-3653607	8/9/2025	\$1,817	42.04
DISP-3653614	8/14/2025	\$3,550	3,278.12
DISP-3653618	8/15/2025	\$1,775	1,639.06
DISP-3653719	8/15/2025	\$1,817	1,790.90
DISP-3653861	9/10/2025	\$3,550	3,550.00
DISP-3653949	9/10/2025	\$5,325	4,917.18
DISP-3654029	8/13/2025	\$1,775	1,717.62
DISP-3654064	8/9/2025	\$2,229	2,145.04
DISP-3654100	8/12/2025	\$1,817	1,775.04
DISP-3654105	8/15/2025	\$2,229	2,229.00
DISP-3654107	8/14/2025	\$1,817	1,784.38
DISP-3654155	8/14/2025	\$2,229	1,914.60
DISP-3654162	8/14/2025	\$5,325	4,743.42
DISP-3654221	8/13/2025	\$2,229	60.14
DISP-3654294	8/13/2025	\$1,817	1,781.61
DISP-3654317	9/10/2025	\$1,817	1,772.57
DISP-3654334	8/14/2025	\$1,817	1,817.00
DISP-3654496	8/8/2025	\$1,817	1,782.43
DISP-3654503	8/15/2025	\$582	581.58
DISP-3654527	8/14/2025	\$1,817	1,756.42
DISP-3654678	8/15/2025	\$3,550	3,278.12
DISP-3654686	8/15/2025	\$8,875	8,195.30
DISP-3654756	8/14/2025	\$5,325	4,998.74
DISP-3654770	8/14/2025	\$780	508.11
DISP-3654800	8/13/2025	\$12,425	11,473.41
DISP-3654846	8/14/2025	\$2,229	2,143.64
DISP-3654884	8/14/2025	\$2,229	2,143.64
DISP-3654917	8/16/2025	\$3,550	3,278.12
DISP-3654945	8/9/2025	\$1,775	20.36
DISP-3654961	8/16/2025	\$3,550	3,444.17
DISP-3655001	8/15/2025	\$85	17.07
DISP-3655025	8/14/2025	\$2,229	2,136.38
DISP-3655087	8/14/2025	\$1,817	1,776.96
DISP-3655157	8/16/2025	\$1,817	1,781.61
DISP-3655185	8/14/2025	\$3,550	3,443.65
DISP-3655195	8/14/2025	\$2,229	2,124.20
DISP-3655228	8/15/2025	\$1,817	1,817.00
DISP-3655318	9/10/2025	\$1,817	1,781.61
DISP-3655344	8/14/2025	\$3,550	3,142.72
DISP-3655391	8/12/2025	\$1,817	1,817.00
DISP-3655732	8/26/2025	\$2,229	2,136.38
DISP-3655783	8/15/2025	\$815	162.05
DISP-3655903	8/14/2025	\$2,229	2,119.24
DISP-3656047	8/14/2025	\$1,817	1,782.75

DISP-3656111	8/14/2025	\$3,550	3,278.12
DISP-3656126	8/16/2025	\$1,817	1,761.85
DISP-3656156	8/16/2025	\$815	39.14
DISP-3656168	8/14/2025	\$1,817	85.76
DISP-3656188	8/15/2025	\$1,775	1,639.06
DISP-3739219	8/20/2025	\$1,817	1,781.42
DISP-3739223	8/22/2025	\$1,817	1,782.33
DISP-3760864	8/29/2025	\$1,817	1,817.00
DISP-3760914	9/8/2025	\$1,817	1,773.83
DISP-3760945	9/8/2025	\$2,229	2,138.54
DISP-3760967	8/30/2025	\$3,550	3,550.00
DISP-3760975	8/26/2025	\$2,229	2,110.84
DISP-3761001	8/30/2025	\$1,817	1,781.61
DISP-3761020	8/29/2025	\$5,325	4,917.18
DISP-3761026	8/30/2025	\$1,775	1,720.51
DISP-3761142	8/29/2025	\$1,817	1,817.00
DISP-3761144	8/29/2025	\$1,817	1,781.61
DISP-3761170	8/30/2025	\$1,817	1,817.00
DISP-3761171	8/30/2025	\$1,775	1,639.06
DISP-3761228	8/27/2025	\$2,229	2,229.00
DISP-3761286	8/30/2025	\$1,817	1,817.00
DISP-3761289	8/30/2025	\$5,325	5,325.00
DISP-3761290	8/30/2025	\$1,817	1,772.53
DISP-3761296	8/27/2025	\$5,325	4,743.42
DISP-3761301	8/29/2025	\$1,775	1,639.06
DISP-3761352	8/29/2025	\$1,775	1,639.06
DISP-3761354	8/27/2025	\$1,775	1,639.06
DISP-3761437	8/29/2025	\$1,817	1,790.87
DISP-3761469	9/8/2025	\$1,817	1,784.34
DISP-3761479	9/8/2025	\$1,817	1,817.00
DISP-3761670	8/27/2025	\$1,817	1,772.53
DISP-3761675	8/27/2025	\$1,817	1,771.83
DISP-3761749	9/8/2025	\$2,229	2,116.02
DISP-3761804	8/30/2025	\$3,550	3,278.12
DISP-3761948	8/30/2025	\$2,229	2,229.00
DISP-3761990	8/27/2025	\$1,817	1,817.00
DISP-3762029	8/30/2025	\$7,100	6,556.24
DISP-3762050	8/29/2025	\$1,775	1,775.00
DISP-3762208	8/30/2025	\$1,817	1,781.61
DISP-3762283	8/30/2025	\$1,817	1,784.38
DISP-3762295	8/29/2025	\$1,775	1,639.06
DISP-3762320	9/8/2025	\$2,229	2,199.99
DISP-3762354	8/30/2025	\$3,550	3,329.72
DISP-3762359	8/27/2025	\$1,817	1,817.00

DISP-3762393	8/30/2025	\$1,817	1,782.43
DISP-3762407	9/8/2025	\$1,817	1,781.61
DISP-3762458	8/30/2025	\$2,229	2,138.54
DISP-3762599	8/28/2025	\$3,550	3,278.12
DISP-3762641	8/30/2025	\$3,550	3,346.36
DISP-3762751	8/29/2025	\$1,817	1,782.43
DISP-3762768	8/30/2025	\$2,229	2,136.38
DISP-3762773	9/4/2025	\$2,229	2,113.78
DISP-3762897	8/30/2025	\$1,775	1,775.00
DISP-3762913	8/30/2025	\$1,817	1,782.43
DISP-3762930	8/30/2025	\$2,229	2,229.00
DISP-3763113	8/27/2025	\$1,775	1,571.36
DISP-3763146	8/30/2025	\$1,817	1,782.43
DISP-3763185	8/30/2025	\$8,875	8,195.30
DISP-3763263	9/8/2025	\$5,325	4,917.18
DISP-3763403	8/30/2025	\$1,817	1,784.34
DISP-3763454	8/30/2025	\$2,229	2,143.52
DISP-3763488	9/8/2025	\$1,817	1,772.53
DISP-3763585	8/30/2025	\$3,550	3,550.00
DISP-3763587	8/28/2025	\$3,550	3,278.12
DISP-3763779	8/30/2025	\$5,325	4,998.74
DISP-3763852	8/27/2025	\$2,229	2,229.00
DISP-3857870	9/11/2025	\$7,100	6,773.74
DISP-3857912	9/11/2025	\$5,325	4,917.18
DISP-3857956	9/11/2025	\$1,817	1,776.02
DISP-3857975	9/11/2025	\$1,775	1,639.06
DISP-3858042	9/11/2025	\$3,550	3,142.72
DISP-3858067	9/11/2025	\$2,229	2,085.36
DISP-3858126	9/11/2025	\$1,817	1,776.35
DISP-3858187	9/11/2025	\$3,550	3,550.00
DISP-3858251	9/11/2025	\$3,550	3,495.12
DISP-3858311	9/11/2025	\$1,817	1,784.38
DISP-3858352	9/11/2025	\$1,775	1,639.06
DISP-3858381	9/11/2025	\$3,550	3,142.72
DISP-3858390	9/11/2025	\$3,550	3,142.72
DISP-3858447	9/11/2025	\$3,550	3,278.12
DISP-3858516	9/11/2025	\$3,550	3,385.76
DISP-3858523	9/11/2025	\$2,229	2,143.64
DISP-3858683	9/11/2025	\$2,229	2,029.94
DISP-3858741	9/11/2025	\$1,775	1,639.06
DISP-3858761	9/11/2025	\$2,229	2,122.60
DISP-3858767	9/11/2025	\$199	106.44
DISP-3858790	9/11/2025	\$5,325	4,917.18
DISP-3858812	9/11/2025	\$90	90.46

DISP-3858836	9/11/2025	\$1,775	1,571.36
DISP-3858870	9/11/2025	\$1,817	1,775.04
DISP-3858902	9/11/2025	\$3,550	640.00
DISP-3858997	9/11/2025	\$1,817	1,740.76
DISP-3859030	9/11/2025	\$1,817	1,784.34
DISP-3859053	9/11/2025	\$1,817	1,740.76
DISP-3859074	9/11/2025	\$1,817	1,796.25
DISP-3859076	9/11/2025	\$3,550	3,550.00
DISP-3859160	9/11/2025	\$1,775	1,581.14
DISP-3859195	9/10/2025	\$1,817	1,740.76
DISP-3859274	9/11/2025	\$1,817	1,735.26
DISP-3859370	9/11/2025	\$1,817	1,781.61
DISP-3859396	9/11/2025	\$1,817	1,784.38
DISP-3859397	9/11/2025	\$2,229	2,143.52
DISP-3859492	9/11/2025	\$2,229	2,174.72
DISP-3859701	9/11/2025	\$1,817	1,762.12
DISP-3859707	9/11/2025	\$1,817	1,784.34
			1,864,561.23

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

SPECIALTYCARE INC., REMOTE
NEUROMONITORING PHYSICIANS, PC
and SENTIENT PHYSICIANS, PC,

Plaintiffs,

v.

HEALTH CARE SERVICE CORPORATION
d/b/a BLUE CROSS BLUE SHIELD OF
TEXAS,

Defendant.

No. 25 CV 12945

Judge Manish S. Shah

MEMORANDUM OPINION AND ORDER

Plaintiffs SpecialtyCare Inc., Remote Neuromonitoring Physicians, and Sentient Physicians sued defendant Health Care Service Corporation d/b/a Blue Cross Blue Shield of Texas for its failure to pay SpecialtyCare money it was ordered to pay after an independent dispute resolution process pursuant to the No Surprises Act. Defendants move to dismiss the complaint for lack of subject-matter jurisdiction and for failure to state a claim upon which relief can be granted. For the reasons discussed below, the motion is granted.

I. Legal Standards

A complaint requires only “a short and plain statement” showing that the plaintiff is entitled to relief. Fed. R. Civ. P. 8(a)(2); *Ashcroft v. Iqbal*, 556 U.S. 662, 677–78 (2009). To survive a motion to dismiss under Fed. R. Civ. P. 12(b)(6), the plaintiff must allege facts that “allow[] the court to draw the reasonable inference

that the defendant is liable for the misconduct alleged.” *Iqbal*, 556 U.S. at 678. “Threadbare recitals of the elements of a cause of action, supported by mere conclusory statements” are insufficient. *Iqbal*, 556 U.S. at 678.

Federal Rule of Civil Procedure 12(b)(1) governs dismissals based on a lack of subject-matter jurisdiction. A complaint must contain “a short and plain statement of the grounds for the court’s jurisdiction.” Fed. R. Civ. P. 8(a)(1). The plaintiff bears the burden of establishing jurisdiction. *Apex Digital, Inc. v. Sears, Roebuck & Co.*, 572 F.3d 440, 443 (7th Cir. 2009).

At this stage, I accept all factual allegations in the complaint as true and draw all reasonable inferences in the plaintiff’s favor. *Iqbal*, 556 U.S. at 678; *Lee v. City of Chicago*, 330 F.3d 456, 468 (7th Cir. 2003).

II. Background

Congress passed the No Surprises Act to protect patients from surprise medical bills when receiving care from out-of-network healthcare providers. *See* 42 U.S.C. § 300gg-111, et seq. Under the Act, health plans and issuers, like Blue Cross Blue Shield of Texas, are required to provide coverage for participants and beneficiaries and reimburse providers directly for out-of-network services. 42 U.S.C. § 300gg-111; [33] ¶ 15.¹ The Act sets up an independent dispute resolution process for billing disputes between providers and insurers. 42 U.S.C. § 300gg-111(c). First, the healthcare provider and insurer must try to agree on a price for the services. 42 U.S.C.

¹ Bracketed numbers refer to entries on the district court docket. Referenced page numbers are taken from the CM/ECF header placed at the top of filings. The facts are taken from plaintiffs’ amended complaint, [33].

§ 300gg-111(c)(1)(A). If the parties cannot come to an agreement, either party may initiate independent dispute resolution proceedings. 42 U.S.C. § 300gg-111(c)(1)(B). A certified independent dispute resolution entity is selected by either the parties or the Department of Health and Human Services and the entity determines the amount the insurer owes the provider by choosing between offers submitted by the parties. 42 U.S.C. § 300gg-111(c)(4)–(5). The certified independent dispute resolution entity’s award is binding on the parties, and payment of the award “shall be made ... not later than 30 days after the date on which such determination is made.” 42 U.S.C. § 300gg-111(c)(5)(E)(i).

Plaintiffs allege that a certified independent dispute resolution entity ordered Blue Cross Blue Shield of Texas to pay plaintiffs for services rendered. [33] ¶¶ 6, 21. They allege that Blue Cross Blue Shield of Texas has failed to pay and owes \$1,864,562 in unpaid past due amounts. [33] ¶¶ 6, 22. These payments, plaintiffs say, are well past the thirty-day payment window set in the No Surprises Act. [33] ¶ 23.

III. Analysis

A. Employee Retirement Income Security Act

Plaintiffs bring a claim under ERISA, alleging that Blue Cross Blue Shield of Texas improperly denied benefits, including the right to payment, to plaintiffs. [33] ¶¶ 46–54. Blue Cross Blue Shield of Texas moves to dismiss the claim for lack of subject-matter jurisdiction, arguing that plaintiffs lack “statutory standing.” Plaintiffs allege that they are beneficiaries under ERISA and are the “real part[ies] in interest as to these claims,” and so have standing. [33] ¶ 47.

The issue in this suit is not one of jurisdictional standing, but “whether [plaintiffs’] claim comes within the zone of interests regulated by a specific statute.” *Penn. Chiropractic Ass’n v. Independence Hosp. Indem. Plan, Inc.*, 802 F.3d 926, 928 (7th Cir. 2015). I “avoid the language of standing and ask instead whether plaintiffs are participants or beneficiaries as ERISA uses those words.” *Id.* Because the issue is whether plaintiffs can state a claim under the ERISA statute, it is analyzed under Rule 12(b)(6), not Rule 12(b)(1).

“A civil action may be brought by a participant or beneficiary [of an ERISA plan] to recover benefits due to him under the terms of his plan, to enforce his rights under the terms of the plan, or to clarify his rights to future benefits under the terms of the plan.” 29 U.S.C. § 1132(a)(1)(B). Plaintiffs are not participants in the plans. *See* 29 U.S.C. § 1002(7) (participant is an employee or former employee who seeks a plan’s benefits). Instead, they say they are beneficiaries. A beneficiary is “a person designated by a participant, or by the terms of an employee benefit plan, who is or may become entitled to a benefit thereunder.” 29 U.S.C. § 1002(8).

“When a ‘participant’ assigns to a medical provider the right to receive the participant’s entitlement under the plan, this makes the provider a ‘beneficiary’” under ERISA. *See Penn. Chiropractic Ass’n*, 802 F.3d at 928. “[A]n assignment puts the assignee into the shoes of the assignor.” *Milam v. Selene Fin., LP*, 163 F.4th 416, 420 (7th Cir. 2025). An assignee cannot have greater rights than the assignor possessed and can only assert claims that could be brought by the assignor

themselves. *Decatur Mem'l Hosp. v. Conn. Gen. Life Ins. Co.*, 990 F.2d 925, 927 (7th Cir. 1993).

Plaintiffs were assigned participants' plan entitlements and so are "beneficiaries" of the Blue Cross Blue Shield of Texas plans through assignment. [33] ¶ 47. This includes any entitlement to payment for healthcare services. *See Griffin v. TeamCare*, 909 F.3d 842, 845–46 (7th Cir. 2018). But plaintiffs do not allege that payment was denied, rather, they allege that they were underpaid for their services. [33] ¶¶ 6, 16, 18, 22, 27. There is a difference between a claim that implicates the *rate* of payment, and one that implicates the *right* to payment. *See DB Healthcare, LLC v. Blue Cross Blue Shield of Ariz., Inc.*, 852 F.3d 868, 877–78 (9th Cir. 2017) (claim relating to process of post-payment claims review and practice of recouping erroneous payments are not within the scope of assignment); *Brown v. BlueCross BlueShield of Tennessee, Inc.*, 827 F.3d 543, 548–49 (6th Cir. 2016) (recoupment of payments governed by separate contract between provider and insurer, not the employee benefits agreements, and so outside the scope of assignment); *Lone Star OB/GYN Assocs. v. Aetna Health Inc.*, 579 F.3d 525, 530–31 (5th Cir. 2009) (claims for underpayment were "entirely separate from coverage and arise out of the independent legal duty contained in the contract"). The "right to payment" falls within ERISA's "zone of interests" because an outright denial of payment is a denial of benefits, but the "rate of payment" does not, because the rate depends on terms outside the plans themselves (here, the independent dispute resolution process). *Brown*, 827 F.3d at 548. The Blue Cross Blue Shield of Texas plan participants were

not parties to the independent dispute resolution process, so they could not bring a suit for underpayment. *Id.* at 549. Because the participants could not bring a suit, the dispute about underpayment “cannot be covered by those members’ assignment of benefits.” *Id.* “While the ultimate effect on [plaintiffs] may be the same (i.e., non-payment), [plaintiffs’] grievance with Blue Cross is uniquely its own; it is not derivative of [plaintiffs’] patients.” *Id.*

That the plaintiffs’ claim falls outside the “zone of interests” regulated by ERISA is “further bolstered by the fact that the patient-assignors are unaffected by the outcome of this litigation.” *Id.* The plan’s participants cannot be billed by the providers to make up for any shortfall. *See* 42 U.S.C. § 300gg-111(a)(1), (b). Because the participants received “all the ‘benefits due to [them] under the terms of [the] plan,” *DaVita Inc. v. Amy’s Kitchen, Inc.*, 981 F.3d 664, 678–79 (9th Cir. 2020), plaintiffs fail to state a claim for improper denial of benefits under ERISA.

B. Section 9 of the Federal Arbitration Act

Plaintiffs say that I can confirm the independent dispute resolution award through Section 9 of the Federal Arbitration Act. Defendants counter that Congress did not incorporate the section into the No Surprises Act, and so it does not apply to the independent dispute resolution award.

FAA Section 9 says that if the parties “in their agreement have agreed that a judgment of the court shall be entered upon the award made pursuant to the arbitration,” a party to an arbitration may apply to the court to confirm the award, which it must do unless the award is vacated, modified, or corrected as laid out in

sections 10 and 11 of the Act. 9 U.S.C. § 9. Section 10 allows a district court to vacate an award if (1) the award was “procured by corruption, fraud, or undue means”; (2) there was “evident partiality or corruption in the arbitrators”; (3) the arbitrators were guilty of misconduct because they refused to postpone a hearing when there was sufficient cause shown, refused to hear pertinent and material evidence, or misbehaved in a way to prejudice the rights of any party; or (4) the arbitrators exceeded their powers or improperly executed them so that a “mutual, final, and definite award” was not made. 9 U.S.C. § 10(a).

Plaintiffs do not argue that the parties had an arbitration agreement; instead, they say that Section 9 does not require one. But the plain language of Section 9 of the FAA requires an “agreement” between the parties that “a judgment of the court shall be entered upon the award made pursuant to [] arbitration.” 9 U.S.C. § 9. “[T]he clear plain language and ordinary meaning of a text controls unless it leads to absurd results contrary to the obvious intent of the drafters.” *United States ex. rel. Streck v. Eli Lilly & Co.*, 152 F.4th 816, 834 (7th Cir. 2025). The text of the statute requires an agreement.

And arbitration “is a matter of contract.” *Gupta v. Morgan Stanley Smith Barney, LLC*, 934 F.3d 705, 710 (7th Cir. 2019). Indeed, it is “strictly ‘a matter of consent,’ ... and thus ‘is a way to resolve those disputes—but *only those disputes*—that the parties have agreed to submit to arbitration.” *Granite Rock Co. v. Int’l Bhd. of Teamsters*, 561 U.S. 287, 299 (2010) (internal citations omitted) (emphasis in original). The independent dispute resolution process was not the result of an

arbitration agreement, but pursuant to a statute authorizing the process. 42 U.S.C. § 300gg-111(c)(1)(B). It would not lead to absurd results contrary to the intent of the drafters if Section 9 of the FAA did not apply to a statutorily required process.

Plaintiffs argue that an agreement is not necessary for Section 9 to apply. But in each of their cited cases, there was an arbitration agreement. *See Hall St. Assocs., LLC v. Mattel, Inc.*, 552 U.S. 576, 587 n.6 (2008) (discussing the specific language in the agreement and whether specific standards must exist in the agreement to judicially enforce the arbitration award); *Qorvis Comm'ns, LLC v. Wilson*, 549 F.3d 303, 305–06, 308 (4th Cir. 2008) (arbitration clause in employment agreement); *Booth v. Hume Publ'g*, 902 F.2d 925, 930 (11th Cir. 1990) (employment agreement with provision that arbitrator's determination would be final and binding); *George Watts & Son, Inc. v. Tiffany & Co.*, 248 F.3d 577, 579–80 (7th Cir. 2001) (“But Watts does not contend that the arbitrator violated the arbitration agreement in such a fashion.”). Plaintiffs offer no other authority to support their argument that they do not need an agreement to arbitrate for Section 9 to apply.

That the No Surprises Act references 9 U.S.C. § 10(a) does not mean it also incorporated § 9. The Act does not incorporate § 10(a) entirely and instead cross-references four circumstances where a federal court can vacate an arbitration award. 42 U.S.C. § 300gg-111(c)(5)(E)(i)(II); 9 U.S.C. § 10(a)(1)–(4). The statute does not reference 9 U.S.C. § 9 in any way. “It is a fundamental principle of statutory interpretation that absent provision[s] cannot be supplied by the courts.” *Rotkiske v.*

Klemm, 589 U.S. 8, 14 (2019) (internal quotation marks and citation omitted). I decline to read an unreferenced provision into the No Surprises Act.

Because there was no arbitration agreement, Section 9 of the FAA does not apply, and Count 1 must be dismissed.

C. Private Cause of Action under the No Surprises Act

Plaintiffs also allege violations of the No Surprises Act, asserting that there is an implied cause of action under the Act.

“[P]rivate rights of action to enforce federal law must be created by Congress.” *Alexander v. Sandoval*, 532 U.S. 275, 286 (2001). There are two types of private rights of action: express and implied. *Chi. Tchr. Union, Loc. 1 v. Educators for Excellence, Inc.*, 159 F.4th 524, 528 (7th Cir. 2025). An express right of action is in a statute’s text; an implied right of action is “judicially inferred.” *Id.* To find an implied right of action, “[t]he judicial task is to interpret the statute Congress has passed to determine whether it displays an intent to create not just a private right but also a private remedy.” *Sandoval*, 532 U.S. at 286. There is a “strong presumption” against the creation of an implied right of action. *Chi. Tchr. Union*, 159 F.4th at 530. Without congressional intent to create a cause of action, “courts may not create one, no matter how desirable that might be as a policy matter, or how compatible with the statute.” *Sandoval*, 532 U.S. at 286–87.

There is no express right of action in the No Surprises Act. And beyond its silence, the Act bars judicial review of a determination of a certified independent dispute resolution entity except in a case described in paragraphs (1) through (4) of

Section 10(a) of the FAA. 42 U.S.C. § 300gg-111(c)(5)(E). Section 10, in turn, allows a court to vacate an arbitration award for corruption, fraud, partiality, misconduct, or if the arbitrators exceeded their power. 9 U.S.C. § 10(a)(1)–(4); *see* Section III.B. at 7. On its face, the No Surprises Act bars judicial review except in a few limited circumstances, none of which are relevant here. I do not have authority to review the independent dispute resolution entity’s determination.

Plaintiffs argue that implying a private right to seek confirmation or enforcement of an award is not “judicial review.” I disagree. The Supreme Court has explained that the “Federal Arbitration Act ... provides for expedited judicial review to *confirm*, vacate, or modify arbitration awards.” *Hall St. Assocs.*, 552 U.S. at 578 (emphasis added); *see also Concrete Pipe & Prods. of Cali., Inc. v. Constr. Laborers Pension Tr. for S. Cali.*, 508 U.S. 602, 611 (1993) (“The statute provides for judicial review of the arbitrator’s decision by an action in the district court to enforce, vacate, or modify the award.”). Because confirmation of an arbitrator’s award is included in judicial review, I am barred from confirming any independent dispute resolution award.

Even if confirmation of an independent dispute resolution award is not judicial review, the statute’s language does not reflect Congress’s intent to create a private remedy necessary to find an implied cause of action. Under the No Surprises Act, independent dispute resolution determinations “shall be binding upon the parties involved.” 42 U.S.C. § 300gg-111(c)(5)(E)(i)(I). The Act also says that payment “shall be made ... not later than 30 days after the date on which such determination is

made.” 42 U.S.C. § 300gg-111(c)(6). Payment “shall be made directly to the nonparticipating provider or facility.” 42 U.S.C. § 300gg-111(c)(6)

The No Surprises Act confers a right for providers to payment. The Act says that payment “shall” be made to providers, which is “rights-creating” language suggesting an implied right of action. *See Me. Cmty. Health Options v. United States*, 590 U.S. 296, 324 (2020). But “Congress’s use of mandatory language alone is not enough to create an implied private right of action.” *Saloojas, Inc. v. Aetna Health of Cali., Inc.*, 80 F.4th 1011, 1015 (9th Cir. 2023). Congress must intend to create a private remedy. *Sandoval*, 532 U.S. at 286. “Most revealing of Congress’s intent is that [the No Surprises Act] already has a method of enforcement: [42 U.S.C. § 300gg-22(b)(2)].” *Chi. Tchrs. Union*, 159 F.4th at 530. When Congress creates an enforcement mechanism other than a private right of action, it “suggests that Congress intended to preclude others.” *Id.* (quoting *Sandoval*, 532 U.S. at 290).

Congress empowered the Department of Health and Human Services to assess penalties against insurers for failure to comply with the No Surprises Act. *See* 42 U.S.C. § 300gg-22(b)(2); 45 C.F.R. § 150.303. Under the enforcement provision, any health plan or health insurance issuer that fails to comply with an independent dispute resolution determination is liable for up to \$100 for each day of noncompliance. 42 U.S.C. § 300gg-22(b)(2)(C)(i). The regulations implementing the statute also describe the processes for investigating potential violations and assessing civil money penalties for failing to comply with the No Surprises Act. 45 C.F.R. §§ 150.303–150.345. That Congress created an enforcement mechanism for the

Department of Health and Human Services is the “most revealing” clue about Congress’s intent and suggests that Congress did not intend to create a private remedy for providers.

Plaintiffs cite to *Me. Cmty. Health Options* in support of their position. That case involved obligations by the government to pay for goods and services, and whether that obligation fell within the Tucker Act’s immunity waiver, allowing the petitioners to sue the government for unpaid obligations. *Id.* at 307–08, 322. The Tucker Act waives the United States’s immunity for certain damages suits in the Court of Federal Claims. *Id.* at 322. The court held that the “shall pay” language in the statute created an obligation for the government to pay. *Id.* at 314. This language in the Tucker Act context, “often reflects congressional intent to create both a right and remedy.” *Id.* at 324 (internal quotation marks omitted). The Court also reasoned that there was a right of action because the statute focused on “compensating insurers for past conduct” and because there was no separate remedial scheme to enforce the statute. *Id.* at 325–26.

Maine Community, while supportive in some ways of plaintiff’s claim, is not controlling. The Court said that the mandatory language “*often*” reflects an intent to create a right and remedy, but not always. And the No Surprises Act’s focus is on protecting *patients* from surprise medical bills. *Guardian Flight, L.L.C. v. Health Care Serv. Corp.*, 140 F.4th 271, 273 (5th Cir. 2025). The Court in *Maine Community* also explained that there was no other enforcement mechanism in the statute, despite the mandatory language. The No Surprises Act has a separate remedial scheme,

which is the “most revealing” factor in determining Congress’s intent. Although the language in the Act is mandatory, which can reflect Congress’s intent in some circumstances, here, where there is an administrative enforcement mechanism and a focus on patients, not providers, there is no clear intent to create an implied cause of action. Because there is no implied cause of action to bring claims for violations of the No Surprises Act, Counts 2 and 3 are dismissed.

D. State-Law Claims

Plaintiffs bring state-law open account, bad faith, and unjust enrichment claims. There is no independent basis for federal jurisdiction, because there are no federal claims remaining and there is no complete diversity between the parties. 28 U.S.C. § 1332; *Jimenez v. Kiefer*, 100 F.4th 931, 936 (7th Cir. 2024); [33] ¶¶ 8–9.² I decline to exercise supplemental jurisdiction under 28 U.S.C. § 1367(c)(3). Plaintiffs’ state-law claims are dismissed.

² Both plaintiff Sentient Physicians, PC and defendant Blue Cross Blue Shield of Texas are citizens of Illinois.

IV. Conclusion

Defendant's motion to dismiss, [36], is granted. The federal claims are dismissed with prejudice and the state-law claims are dismissed without prejudice.³ Enter judgment and terminate civil case.

ENTER:


Manish S. Shah
United States District Judge

Date: June 2, 2026

³ Plaintiffs are “generally entitled to at least one chance to amend their complaint to cure an error in response to a district court’s dismissal order unless amendment would be futile.” *Hernandez v. Ill. Inst. of Tech.*, 63 F.4th 661, 671–72 (7th Cir. 2023) (internal quotation marks and citation omitted). Because underpayment is not within the zone of interests regulated by ERISA, Section 9 of the FAA does not apply, and the No Surprises Act does not confer a private cause of action, any amendment to these counts would be futile.

IN THE UNITED STATES DISTRICT COURT
FOR THE
NORTHERN DISTRICT OF ILLINOIS

SpecialtyCare, Inc.,

Plaintiff,

v.

Health Care Service Corporation d/b/a Blue Cross
Blue Shield of Texas,

Defendants.

Case No. 24-cv-12945
Judge Manish Shah

JUDGMENT IN A CIVIL CASE

Judgment is hereby entered (check appropriate box):

☐ in favor of plaintiff(s)
and against defendant(s)
in the amount of \$ _____,

which ☐ includes _____ pre-judgment interest.
☐ does not include pre-judgment interest.

Post-judgment interest accrues on that amount at the rate provided by law from the date of this judgment.

Plaintiff(s) shall recover costs from defendant(s).

☐ in favor of defendant(s)
and against plaintiff(s)

Defendant(s) shall recover costs from plaintiff(s).

☒ other: In favor of defendant Health Care Service Corporation d/b/a Blue Cross Blue Shield of Texas and against plaintiffs SpecialtyCare, Inc., Remote Neuromonitoring Physicians, PC, and Sentient Physicians, PC. The federal claims are dismissed with prejudice and the state-law claims are dismissed without prejudice.

This action was (*check one*):

☐ tried by a jury with Judge Manish Shah presiding, and the jury has rendered a verdict.
☐ tried by Judge Manish Shah without a jury and the above decision was reached.
☒ decided by Judge Manish Shah on a motion.

Date: 6/2/2026

Thomas G. Bruton, Clerk of Court

APPX182

ILND 450 (Rev. 10/13) Judgment in a Civil Action Case: 1:24-cv-12945 Document #: 74 Filed: 06/02/26 Page 2 of 2 PageID #:604

/Susan McClintic , Deputy Clerk

APPX183

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

SPECIALTYCARE INC., REMOTE
NEUROMONITORING PHYSICIANS,
PC, and SENTIENT PHYSICIANS, PC,

Plaintiffs,

v.

HEALTH CARE SERVICE
CORPORATION d/b/a BLUE CROSS
BLUE SHIELD OF TEXAS,

Defendant.

Civil Action No. 1:24-cv-12945

Related Cases:

Case No. 1:24-cv-12935

Case No. 1:24-cv-12902

Hon. Manish S. Shah

PLAINTIFFS' NOTICE OF APPEAL

Plaintiffs SpecialtyCare, Inc., Remote Neuromonitoring Physicians, PC, and Sentient Physicians, PC (collectively "SpecialtyCare"), appeal to the United States Court of Appeals for the Seventh Circuit from all orders and decisions, including without limitation the Memorandum Order and Opinion granting Defendant's motion to dismiss rendered on June 2, 2026 (ECF No. 73).

Dated: June 12, 2026

Respectfully submitted,

/s/Joshua D. Arters

Bryan M. Westhoff (IL-6278694)
Kevin M. Hogan (IL-6339112)
POLSINELLI PC
150 N. Riverside Plaza, Suite 3000
Chicago, Illinois 60606
Telephone: 312-819-1900
Facsimile: 312-819-1910
bwesthoff@polsinelli.com
kmhogan@polsinelli.com

Joshua D. Arters (TN #31340)
Kevin T. Elkins (TN #33280)
POLSINELLI PC
501 Commerce Street, Suite 1300
Nashville, Tennessee 37203
Telephone: 615-252-3923
jarters@polsinelli.com
kelkins@polsinelli.com

Counsel for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was electronically filed and served on June 12, 2026, on all counsel of record via the Court's CM/ECF system:

Martin J. Bishop
Jason Theodore Mayer
Vanessa Ashley Yashoda Perumal
Crowell & Moring LLP
455 N. Cityfront Plaza Drive
Suite 3600
Chicago, IL 60611
mbishop@crowell.com
jmayer@crowell.com
vperumal@crowell.com

Counsel for Defendant

/s/Joshua D. Arters
Joshua D. Arters

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS**

PHI HEALTH, LLC,	)	
	)	
Plaintiff,	)	Case No.: 25-cv-12406
v.	)	
	)	
HEALTH CARE SERVICE CORP., a	)	
Mutual Legal Reserve Company, d/b/a	)	
BLUE CROSS BLUE SHIELD OF	)	
TEXAS	)	
	)	
Defendant.	)	
	)	

DEFENDANT’S NOTICE OF REMOVAL

Defendant Health Care Service Corporation, a Mutual Legal Reserve Company, doing business in Texas as Blue Cross and Blue Shield of Texas (“HCSC”), hereby removes Case No. 2025CH09074, *PHI HEALTH, LLC v. HEALTH CARE SERVICE CORP., a Mutual Legal Reserve Company, dba Blue Cross Blue Shield of Texas*, pursuant to 28 U.S.C. §§ 1331, 1367, 1441, and 1446, from the Circuit Court of Cook County, Illinois, to the United States District Court for the Northern District of Illinois, Eastern Division. Removal of this action is proper because federal question jurisdiction exists, given that Plaintiff’s Complaint includes several federal causes of action, including violation under the federal No Surprises Act, 42 U.S.C. § 300gg-111. In support of this Notice of Removal, HCSC states as follows:

I. BACKGROUND

1. On September 3, 2025, Plaintiff PHI Health, LLC (“PHI”) filed a Complaint (“Complaint”) against HCSC in the Circuit Court of Cook County, Illinois, entitled *PHI HEALTH, LLC v. HEALTH CARE SERVICE CORP., a Mutual Legal Reserve Company, dba Blue Cross Blue*

Shield of Texas Case No. 2025CH09074 (the “State Action”). A true and correct copy of the Complaint is attached hereto as **Exhibit A**.

2. In the Complaint, PHI filed this action to confirm and enforce three alleged Independent Dispute Resolution (“IDR”) determinations issued under the No Surprises Act (“NSA”), 42 U.S.C. § 300gg-111. *See Ex. A* at ¶¶ 13-15. The Complaint asserts causes of action for (1) confirmation and enforcement of the IDR awards under Section 9 of the Federal Arbitration Act, 9 U.S.C. § 9; (2) confirmation of the IDR awards under the Illinois Uniform Arbitration Act; (3) a private cause of action for violation of the NSA; and (4) declaratory judgment. *See Ex. A* at ¶¶ 16-38. PHI seeks damages of \$75,853.73, as well as interest, costs, and fees. *See Ex. A* at p. 9.

3. HCSC was served with process on September 12, 2025.

II. TIMELY REMOVAL

4. This Notice of Removal is timely because it is being filed within 30 days of service of the Complaint filed by PHI. *See supra* at ¶ 3.

III. PROPER VENUE

5. Venue is proper because this Court is the United States District Court for the district and division embracing the place where the State Action is pending. *See* 28 U.S.C. § 1441(a).

IV. JURISDICTION

6. Pursuant to 28 U.S.C. § 1331, United States District Courts are vested with jurisdiction to consider cases or controversies “arising under” the laws of the United States of America. *See* 28 U.S.C. § 1331. A case arises under federal law when, according to the face of the plaintiff’s well-pled complaint, federal law provides the basis for the plaintiff’s request for relief. *See Chaudhry v. Amazon.com, Inc.*, 821 F. App’x 637, 638 (7th Cir. 2020) (removal was proper when complaint identified “federal statutes as bases for relief”); *see also Grable & Sons Metal*

Prods. v. Darue Eng'g & Mfg., 545 U.S. 308, 314-16 (2005) (providing for jurisdiction pursuant to 28 U.S.C. § 1331 when a dispute involves a “substantial federal question”).

7. A defendant may remove “[a]ny civil action of which the district courts have original jurisdiction founded on a claim or right arising under the Constitution, treaties or laws of the United States.” 28 U.S.C. § 1441(b). When a case raises a claim “arising under” federal law, the “entire case may be removed.” 28 U.S.C. § 1441(c); *see also Chaudhry*, 821 F. App’x at 639 (“[T]he presence of federal claims in a complaint suffices for removal jurisdiction.”) (citing *Caterpillar Inc. v. Williams*, 482 U.S. 386, 392 (1987)).

8. Here, PHI alleges claims against HCSC arising under several federal statutes. Specifically, Count One seeks relief pursuant to the Federal Arbitration Act to enforce IDR determinations allegedly issued pursuant to the federal NSA, and Count Three alleges violations of the federal NSA. *See generally Ex. A.*

9. Because PHI brings claims against HCSC that “aris[e] under” federal law, the Court has federal question jurisdiction, and the case may be removed. 28 U.S.C. §§ 1331, 1441; *see Caterpillar Inc.*, 482 U.S. at 392; *Grable*, 545 U.S. at 314-16; *Chaudhry*, 821 F. App’x at 638-39.

10. The Court may also exercise supplemental jurisdiction over PHI’s remaining state law claim. District courts have supplemental jurisdiction over all state law claims “that are so related to claims in the action within such original jurisdiction that they form part of the same case or controversy under Article II of the United States Constitution.” 28 U.S.C. § 1367. Claims are part of the “same case or controversy” if they “derive from a common nucleus of operative facts.” *United Mine Workers v. Gibbs*, 383 U.S. 715, 725 (1966). Even a loose factual connection is sufficient to confer jurisdiction. *See Ammerman v. Sween*, 54 F.3d 423, 424 (7th Cir. 1995).

11. Here, PHI's claims all relate to the same common nucleus of operative facts because they all seek to enforce the same alleged IDR determinations issued under the federal NSA. *See Ex. A* at ¶¶ 5-15. All of PHI's causes of action in this action, therefore, "derive from a common nucleus of operative facts" such that they form the "same case or controversy." 28 U.S.C. § 1367(a); *see Ammerman*, 54 F.3d at 424. Accordingly, the Court has supplemental jurisdiction over PHI's state law claim.

V. COMPLIANCE WITH ADDITIONAL REMOVAL PROCEDURES

12. HCSC has fully complied with all the procedural requirements for removal set forth in 28 U.S.C. § 1446.

13. In accordance with 28 U.S.C. § 1446(a), true and correct copies of all process and pleadings on file in the State Action are attached as **Exhibit B**. A true and correct copy of the Cook County Circuit Court Case Information Summary for the State Action is attached as **Exhibit C**. A true and correct copy of the Clerk of the Cook County Circuit Court Docket for the State Action is attached as **Exhibit D**. *See* 28 U.S.C. § 1446(a).

14. HCSC will provide this Notice of Removal to PHI, through its counsel of record in the State Action, L. Brandon Liss, Fox Swibel Levin & Carrol LLP, 200 W. Madison Street, Suite 3000, Chicago, Illinois 60606, and will promptly file a copy of this Notice of Removal in the Circuit Court of Cook County, Illinois, County Department, Chancery Division, before which the State Action was pending. *See* 28 U.S.C. § 1446(d).

15. HCSC is contemporaneously filing a Civil Cover Sheet and Notification as to Affiliates pursuant to Rule 7.1 of the Federal Rules of Civil Procedure and Local Rule 3.2 with this Notice of Removal.

VI. CONCLUSION

WHEREFORE, HCSC hereby gives notice that this action is removed from the Circuit Court of Cook County, Illinois to the United States District Court for the Northern District of Illinois, Eastern District and requests that this Court exercise jurisdiction over this action and grant any relief it deems just and proper.

DATED: October 10, 2025

Respectfully submitted,

By: /s/ Jason T. Mayer

Jason T. Mayer

Vanessa A. Perumal

CROWELL & MORING LLP

455 N. Cityfront Plaza Drive, Suite 3600

Chicago, IL 60611

jmayer@crowell.com

vperumal@crowell.com

T: 312.321.4200

Attorney for Defendant

Health Care Service Corporation

CERTIFICATE OF SERVICE

I hereby certify that on October 10, 2025, I electronically filed the foregoing with the Clerk of the United States District Court for the Northern District of Illinois using the ECF System, which will send notice to all counsel of record in this lawsuit. I hereby further certify that I served a true and correct copy of the foregoing via electronic mail on the following counsel of record:

L. Brandon Liss
Fox Swibel Levin & Carroll LLP
200 W. Madison Street, Suite 3000
Chicago, IL 60606
bliss@foxswibel.com

/s/ Jason T. Mayer

EXHIBIT A

APPX194

FILED DATE: 9/3/2025 11:44 AM 2025CH09074

may be served through its Chief Legal Officer, Catherine Nelson, or any other officer of the company, at its principal place of business, 300 E. Randolph Street, Chicago, Illinois 60601.

3. The Court has personal jurisdiction over Insurer pursuant to 735 ILCS 5/2-209, because it provides provider network access to health care providers in Illinois and offers its services to Illinois companies and individuals. Upon information and belief, Insurer maintains an office in Chicago, Illinois. Therefore, Insurer transacted business and made contracts or promises substantially connected to the State of Illinois.

4. Venue is proper in this Court pursuant 735 ILCS 5/2-101 in that Insurer has its primary place of business in Cook County, and it is joined in this lawsuit in good faith and with probable cause for the purpose of obtaining a judgment against it. Additionally, by the nature of Insurer's place of business, Cook County is also the county in which all or some part of the transaction occurred out of which the causes of action arose.

Facts Common to All Counts

I. PHI Provided Air Ambulance Services; PHI is Underpaid for Those Services.

5. PHI supplied emergency air ambulance transport services to the following members of Defendant's Plan:

Patient 1:

Year of Service: 2023

Claim Number: 00003334505P6880X

Patient ID: ZGPPOW-J4C109465915001

PHI No.: 400371

Patient 2:

Year of Service: 2024

Claim Number: 000040655060W090X

Patient ID: ZGPPOW-H4J106833605001

PHI No.: 406107

6. PHI sent Insurer a bill for these emergency medical services.

FILED DATE: 9/3/2025 11:44 AM 2025CH09074

7. As set forth in Charts 1 and 2 *infra*, Insurer sent PHI “Explanation of Benefits” (“EOB”) forms setting forth initial payment to PHI for the service codes at issue for these transports and specified the patients’ “cost sharing” amount.

8. Because the initial payments were deficient, PHI turned to the dispute resolution plan set forth in the federal No Surprises Act (“NSA”).²

II. PHI Initiated and Prevailed in NSA Arbitration.

A. Background on NSA

9. The NSA creates an obligation for group health plans and health insurers to pay out-of-network providers of air ambulance services. If the provider deems the reimbursement paid by the group health plan or insurer to be deficient, the NSA contains a detailed mechanism for determining what the appropriate “out of network” rate is in each case.

10. First, the parties are required to negotiate. If the out-of-network air ambulance provider and the health plan or insurer are not able to agree on the appropriate out-of-network rate, then the rate is set by a “determination” of a “certified IDR entity” rendered in an “independent dispute resolution [IDR] process.” 42 U.S.C. § 300gg-111(a)(3)(K); 29 U.S.C. § 1185e, 1185f.

11. The IDR process is baseball-style arbitration. Each side (the air ambulance provider and the group health plan or insurer) submits its own “offer” to the IDR entity stating what it believes the appropriate out-of-network rate to be; each party also submits reasons and evidence supporting its offer. 42 U.S.C. § 300gg-112(b)(5); 29 U.S.C. § 1185e, 1185f. The IDR entity considers a number of factors, and, based on those factors, “select[s] one of the offers submitted . . . to be the amount of payment.”

² The federal No Surprises Act is codified in triplicate in three different parts of the U.S. Code: 42 U.S.C. § 300gg-111 *et seq.*; 29 U.S.C. §§ 1185e *et seq.*; and 26 U.S.C. §§ 9816 *et seq.*

FILED DATE: 9/3/2025 11:44 AM 2025CH09074

12. The IDR entity's "determination" is made "binding" on the parties by the NSA. The group health plan or insurer must make the "payment required . . . directly to the nonparticipating provider not later than 30 days after the date on which such determination is made" by the IDR entity. 42 U.S.C § 300gg-112(a)(3) and (b)(6); 29 U.S.C. § 1185e, 1185f.

B. PHI Filed Arbitration and Prevailed, yet Defendant Refuses to Pay.

13. PHI initiated IDR proceedings for the payments offered for the transports at issue in this case by submitting Notices of IDR Initiation through the federal IDR Portal. PHI gave valid notice to Defendant³ of the initiation of the IDR proceedings.

14. The IDR Entity issued Written Payment Determination Notices, which include the "IDR Awards," the pertinent results of which are set forth in the attached **Exhibits A-1, A-2, and A-3**, as well as in **Charts 1 and 2** below. In sum, the amount of the IDR Award Balance Owed totals \$75,853.73. To date, Defendant has not paid PHI the full amount it is owed.

[Remainder of Page Intentionally Blank]

³ Pursuant to the NSA, the IDR is to be initiated against the entity on the EOB, which could be the insurer or a third-party administrator.

FILED DATE: 9/3/2025 11:44 AM 2025CH09074

CHART 1:

Service Code	Billed Charges	Initial Payment	Patient's "Cost Sharing"	IDR Award	IDR Award Balance Owed ⁴
Air Ambulance Base DISP-1356121 ⁵	\$72,372.00	\$11,991.77	\$0.00	\$57,862.08	\$45,870.31
TOTAL					\$45,870.31

CHART 2:

Service Code	Billed Charges	Initial Payment	Patient's "Cost Sharing"	IDR Award	IDR Award Balance Owed
Air Ambulance Base DISP-1604192 ⁶	\$46,104.00	\$12,651.96	\$0.00	\$38,889.42	\$26,237.46
Air Ambulance Mileage DISP-1604193 ⁷	\$6,024.00	\$1,025.12	\$0.00	\$4,771.08	\$3,746.96
TOTAL					\$29,983.42

15. PHI simply requests the funds to which it is entitled, whether by issuance of payment by Defendant or judicial relief.

⁴ The "IDR Award Balance Owed" is the IDR Award less prior payments and any cost-sharing responsibility of the patient.

⁵ A copy of the IDR Award is attached as **Exhibit A-1**.

⁶ A copy of the IDR Award is attached as **Exhibit A-2**.

⁷ A copy of the IDR Award is attached as **Exhibit A-3**.

FILED DATE: 9/3/2025 11:44 AM 2025CH09074

COUNT ONE
(Enforcement of Arbitration Award Under the Federal Arbitration Act)

16. PHI incorporates by reference the allegations of the preceding paragraphs.
17. The IDR Awards should be confirmed by judgment of this Court pursuant to the Federal Arbitration Act, 9 U.S.C. § 9.
18. The IDR Awards are valid and have not been vacated or set aside by any authority.
19. No grounds exist for vacating, modifying, or correcting the IDR Awards.
20. Confirmation of the IDR Awards necessitates a money judgment in PHI's favor in the total amount that Defendant is obligated to pay to PHI, namely, the IDR Award Balance Owed.

WHEREFORE, Plaintiff, PHI Health, LLC, respectfully requests an Order: (i) enforcing the IDR Arbitration Awards; (ii) finding Defendant liable for its failure to pay the IDR Award Balance Owed; (iii) awarding PHI Health, LLC \$75,853.73 for the outstanding IDR Award Balance Owed; (iv) awarding PHI Health, LLC applicable interest, costs, and fees; and (v) providing for whatever additional relief this Court deems just and appropriate.

COUNT TWO
(Application to Confirm the IDR Award Under the Illinois Uniform Arbitration Act)

21. PHI incorporates by reference the allegations of the preceding paragraphs.
22. The IDR Awards should be confirmed by judgment of this Court pursuant to the Illinois Uniform Arbitration Act. *See* 710 ILCS 5/11.
23. The IDR Awards are valid and have not been vacated or set aside by any authority.
24. No grounds exist for vacating, modifying, or correcting the IDR Awards.
25. Confirmation of the IDR Awards necessitates a money judgment in PHI's favor in the total amount that Defendant is obligated to pay to PHI, namely, the IDR Award Balance Owed.

FILED DATE: 9/3/2025 11:44 AM 2025CH09074

WHEREFORE, Plaintiff, PHI Health, LLC, respectfully requests an Order: (i) enforcing the IDR Arbitration Awards; (i) finding Defendant liable for its failure to pay the IDR Award Balance Owed; (iii) awarding PHI Health, LLC \$75,853.73 for the outstanding IDR Award Balance Owed; (iv) awarding PHI Health, LLC applicable interest, costs, and fees; and (v) providing for whatever additional relief this Court deems just and appropriate.

COUNT THREE⁸
(Implied Right of Action under the NSA)

26. Plaintiff incorporates the allegations of the preceding paragraphs as if fully incorporated herein.

27. The NSA requires Defendant to make the “payment required . . . directly to [PHI] not later than 30 days after the date on which such determination is made” by the IDR entity. 42 U.S.C. § 300gg-112 (a)(3) and (b)(6); 29 U.S.C. § 1185e, 1185f. More than 30 days have passed, and PHI has no record of receiving payment.

28. The NSA thus requires Defendant to pay PHI the IDR Award Balance Owed for the transport at issue in this case.

WHEREFORE, Plaintiff, PHI Health, LLC, respectfully requests an Order: (i) finding Defendant liable for its failure to pay the IDR Award Balance Owed; (ii) awarding PHI Health, LLC \$75,853.73 for the outstanding IDR Award Balance Owed; (iii) awarding PHI Health, LLC applicable interest, costs, and fees; and (iv) providing for whatever additional relief this Court deems just and appropriate.

⁸ PHI acknowledges the non-binding decision in *Guardian Flight, L.L.C. v. Health Care Serv. Corp.*, No. 24-10561, 2025 WL 1661358 (5th Cir. June 12, 2025).

COUNT FOUR
(Declaratory Judgment)

29. Plaintiff incorporates the allegations of the preceding paragraphs as if fully incorporated herein.

30. Plaintiff brings this claim pursuant to 735 ILCS 5/2-701 for a declaratory judgment regarding its rights to enforcement of the applicable IDR awards and entitlement to the IDR Award Balance Owed.

31. Plaintiff has an actual, tangible, legal interest in the matter at issue, namely, that it is entitled to the IDR Award Balance Owed.

32. Defendant has an adverse or opposing interest to Plaintiff's legal interest.

33. An actual, concrete, and justiciable controversy exists among the parties as it relates to Defendant's obligation to pay the IDR Award Balance Owed.

34. Declaratory judgment is appropriate if a justiciable controversy exists as to the rights and status of the parties and the controversy will be resolved by the declaration.

35. In this case, PHI seeks a determination and declaration of its right to payment in the amount of the IDR Award Balance Owed; specifically, Defendant is legally obligated to pay the IDR Award Balance Owed, and PHI is entitled to pursue any and all remedies available to it to collect the debt. Defendant has shown a willingness to ignore IDR awards issued in the past and the future.

36. As a result of the foregoing declarations, PHI will be protected from Defendant and other insurance companies and benefits plans continuing to not pay PHI amounts it is owed for its life-saving emergency healthcare services.

37. Such declarations are proper and necessary under the existing circumstances in order that the parties may ascertain their rights and obligations.

FILED DATE: 9/3/2025 11:44 AM 2025CH09074

38. The foregoing declarations, in whole or in part, would settle the controversy between the parties. Without a declaration concerning PHI's rights and interests relating to the services it provides and the enforcement of IDR awards, including payment of the IDR Award Balance Owed, PHI will continue to suffer damages on existing and future claims for services.

WHEREFORE, Plaintiff, PHI Health, LLC, respectfully requests entry of a declaratory judgment Order: (i) finding Defendant liable for its failure to pay the IDR Award Balance Owed; (ii) awarding PHI Health, LLC \$75,853.73 for the outstanding IDR Award Balance Owed; (iii) awarding PHI Health, LLC applicable interest, costs, and fees; and (iv) providing for whatever additional relief this Court deems just and appropriate.

Dated: September 3, 2025

PHI HEALTH, LLC

By: /s/ L. Brandon Liss
One of its Attorneys

L. Brandon Liss (bliss@foxswibel.com)
Madelyn P. Peterson (mpeterson@foxswibel.com)
Fox Swibel Levin & Carroll, LLP
200 W. Madison St., Suite 3000
Chicago, IL 60606
(312) 224-1200
Firm ID No. 49915

EXHIBIT A-1

APPX203

IDR dispute status: Payment Determination Made
IDR reference number: DISP-1356121

Federal Hearings and Appeals Services, Inc. has reviewed your Federal Independent Dispute Resolution (IDR) dispute with reference number **DISP-1356121** and has determined that PHI Health, LLC is the prevailing party in this dispute.

After considering all permissible information submitted by both parties, Federal Hearings and Appeals Services, Inc. has determined that the out-of-network payment amount of **\$57,862.08** offered by PHI Health, LLC is the appropriate out-of-network rate for the service A0436 on claim number 02023334505P6880X under this dispute.

Federal Hearings and Appeals Services, Inc. based this determination on a review of the following:

PHI Health, LLC submitted an offer of \$57,862.08

Blue Cross Blue Shield of Texas submitted an offer of \$11,991.77

For each of the following determination factors, an “x” in the Initiating Party and/or Non-Initiating Party column means the party provided supporting information.

	Additional Circumstances	Initiating Party	Non-Initiating Party
1	The quality and outcomes measurements of the provider that furnished such services	X	
2	The acuity of the individual receiving such services or the complexity of furnishing such services to such individual	X	X
3	The training, experience, and quality of the medical personnel that furnished such services	X	
4	Ambulance vehicle type, including the clinical capability level of such vehicle	X	X
5	Population density of the pick up location (such as urban, suburban, rural, or frontier)	X	
6	Demonstrations of good faith efforts (or lack of good faith efforts) made by the disputing parties to enter into network agreements and, if applicable, contracted rates between the disputing parties during the previous 4 plan years	X	
7	Additional information submitted by a party	X	

Final Determination Rationale

After a complete and careful consideration of the totality of the evidence as promulgated in 45 CFR 149.510(c)(4) which does not include information on the prohibited factors described in 45 CFR 149.510(c)(4)(v), and after applying the No Surprises Act statutory provisions, PHI Health, LLC’s offer best represents the value of the services that are the subject of this unique payment determination.

APPX204

Both the Prevailing Party and the Non-Prevailing Party submitted an offer and credible information representing their valuation of the service(s) provided. FHAS found that the Prevailing Party's offer best represents the value of the out-of-network service(s) due to the submitted, credible information for the following factors:

The Initiating party's credible evidence of patient acuity was of substantial weight in this adjudication. The Initiating party's evidence supporting additional information added significant weight in reaching a payment determination. The Initiating party's evidence supporting prior contracted rates and good faith negotiations effort added significant weight in reaching a payment determination. The Initiating party's evidence supporting the level of training and experience and/ or the quality and outcome measurements was of substantial weight in this adjudication. The Initiating party's evidence supporting the population density at the point of pick-up added significant weight in reaching a payment determination. The Initiating party's information regarding the QPA was of limited value in reaching a payment determination in this matter. The Initiating party's credible evidence of the quality and outcome measurements was of substantial weight in this adjudication. The Initiating party's credible evidence of ambulance vehicle type, including clinical capabilities of vehicle, was of substantial weight in this adjudication. The Non-Initiating party's evidence supporting patient acuity added significant weight in reaching a payment determination. The Non-Initiating party's information regarding the QPA was of limited value in reaching a payment determination in this matter. The Non-Initiating party's evidence supporting ambulance vehicle type, including clinical capabilities of vehicle, and good faith negotiations effort added significant weight in reaching a payment determination.

Please note that while all factors are reviewed as required under 45 CFR 149.510(c)(4), the submitted evidence and information associated with the aforementioned factors demonstrated the prevailing party's offer best represents the value of the out-of-network service(s) in this particular case.

Next Step:

If any amount is due to either party, it must be paid **not later than 30 calendar days** after the date of this notification, as follows:

- **A plan, issuer, or Federal Employees Health Benefits (FEHB) Program carrier owes a payment to a non-participating provider of air ambulance services**, when the amount of the offer selected by the certified IDR entity exceeds the sum of 1) any initial payment the plan, issuer, or FEHB carrier has paid to the non-participating provider, and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.
- **A non-participating provider of air ambulance services owes a refund to a plan, issuer, or FEHB carrier** when the offer selected by the certified IDR entity is less than the sum of 1) any initial payment the plan, issuer, or FEHB carrier has paid to the non-participating provider and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.

NOTE: The non-prevailing party is ultimately responsible for the certified IDR entity fee, which is retained by the certified IDR entity for the services performed. Federal Hearings and Appeals Services, Inc. has determined that Blue Cross Blue Shield of Texas is the non-prevailing party in DISP-1356121 and is

responsible for paying the certified IDR entity fee. The certified IDR entity fee that was paid by the prevailing party will be returned to PHI Health, LLC by the certified IDR entity within 30 business days of the date of this notification.

Pursuant to the Federal Employees Health Benefits Act at 5 U.S.C. 8902(p), Internal Revenue Code sections 9816(c)(5)(E) and 9817(b)(5)(D), Employee Retirement Income Security Act sections 716(c)(5)(E) and 717(b)(5)(D), and Public Health Service Act sections 2799A-1(c)(5)(E) and 2799A-2(b)(5)(D), and their implementing regulations at 5 CFR 890.114, 26 CFR 54.9816-8T (c)(4)(vii), 29 CFR 2590.716-8(c)(4)(vii) and 45 CFR 149.510(c)(4)(vii), this determination is legally binding unless there is fraud or evidence of intentional misrepresentation of material facts to the certified IDR entity by any party regarding the dispute.

The party that initiated the Federal IDR Process may not submit a subsequent Notice of IDR Initiation involving the same other party with respect to a claim for the same or similar service that was the subject of this dispute during the 90-calendar-day suspension period following the date of this email, also referred to as the “cooling off” period.

If the initiating party was a provider, the provider is identified by the National Provider Identifier (NPI) or Taxpayer Identification Number (TIN). During the cooling off period, the provider may not submit a subsequent Notice of IDR Initiation involving the same non-initiating party with respect to a claim billed under the same NPI or TIN for the same or similar service.

The initiating party with respect to dispute number DISP-1356121 was PHI Health, LLC. The initiating party’s NPI is 1306289996 and TIN is 721404705. The non-initiating party was Blue Cross Blue Shield of Texas. The 90-calendar day cooling off period begins on September 3, 2024 . Please retain this information for your records.

If the end of the open negotiation period for such service falls during the cooling off period, either party may submit a Notice of IDR Initiation within 30 business days following the end of the cooling off period, as opposed to the standard 4-business-day period following the end of the open negotiation period. This 30-business-day period begins on the day after the last day of the cooling off period.

Resources

Visit the [No Surprises website](#) for additional IDR resources.

Contact information

For questions, contact Federal Hearings and Appeals Services, Inc.. Include your IDR Reference number referenced above.

Thank you,

Federal Hearings and Appeals Services, Inc.

Privileged and Confidential: The information contained in this e-mail message, including any attachments, is intended only for the personal and confidential use of the intended recipient(s) and may contain confidential and privileged information as well as information protected by the Privacy Act of 1974. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please immediately contact the sender by reply e-mail and delete all copies of the original message.

EXHIBIT A-2

APPX207

IDR dispute status: Payment Determination Made
IDR reference number: DISP-1604192

Federal Hearings and Appeals Services, Inc. has reviewed your Federal Independent Dispute Resolution (IDR) dispute with reference number **DISP-1604192** and has determined that PHI Health, LLC is the prevailing party in this dispute.

After considering all permissible information submitted by both parties, Federal Hearings and Appeals Services, Inc. has determined that the out-of-network payment amount of **\$38,889.42** offered by PHI Health, LLC is the appropriate out-of-network rate for the service A0431 on claim number 020240655060W090X under this dispute.

Federal Hearings and Appeals Services, Inc. based this determination on a review of the following:

PHI Health, LLC submitted an offer of \$38,889.42

Blue Cross Blue Shield of Texas submitted an offer of \$12,651.96

For each of the following determination factors, an “x” in the Initiating Party and/or Non-Initiating Party column means the party provided supporting information.

	Additional Circumstances	Initiating Party	Non-Initiating Party
1	The quality and outcomes measurements of the provider that furnished such services		
2	The acuity of the individual receiving such services or the complexity of furnishing such services to such individual		
3	The training, experience, and quality of the medical personnel that furnished such services	X	
4	Ambulance vehicle type, including the clinical capability level of such vehicle		
5	Population density of the pick up location (such as urban, suburban, rural, or frontier)		
6	Demonstrations of good faith efforts (or lack of good faith efforts) made by the disputing parties to enter into network agreements and, if applicable, contracted rates between the disputing parties during the previous 4 plan years		
7	Additional information submitted by a party		

Final Determination Rationale

After a complete and careful consideration of the totality of the evidence as promulgated in 45 CFR 149.510(c)(4) which does not include information on the prohibited factors described in 45 CFR 149.510(c)(4)(v), and after applying the No Surprises Act statutory provisions, PHI Health, LLC’s offer best represents the value of the services that are the subject of this unique payment determination.

APPX208

FILED DATE: 9/3/2025 11:44 AM 2025CH09074

Both the Prevailing Party and the Non-Prevailing Party submitted an offer and credible information representing their valuation of the service(s) provided. FHAS found that the Prevailing Party's offer best represents the value of the out-of-network service(s) due to the submitted, credible information for the following factors:

The Initiating party's credible evidence of patient acuity was of substantial weight in this adjudication. The Initiating party's evidence supporting additional information added significant weight in reaching a payment determination. The Initiating party's evidence supporting prior contracted rates and good faith negotiations effort added significant weight in reaching a payment determination. The Initiating party's evidence supporting the level of training and experience and/ or the quality and outcome measurements was of substantial weight in this adjudication. The Initiating party's information regarding the QPA was of limited value in reaching a payment determination in this matter. The Initiating party's credible evidence of the quality and outcome measurements was of substantial weight in this adjudication. The Initiating party's credible evidence of ambulance vehicle type, including clinical capabilities of vehicle, was of substantial weight in this adjudication. The Non-Initiating party's information regarding patient acuity was of limited value in reaching a payment determination in this matter. The Non-Initiating party's information regarding the QPA was of limited value in reaching a payment determination in this matter. The Non-Initiating party's evidence supporting ambulance vehicle type, including clinical capabilities of vehicle, and good faith negotiations effort added significant weight in reaching a payment determination.

Please note that while all factors are reviewed as required under 45 CFR 149.510(c)(4), the submitted evidence and information associated with the aforementioned factors demonstrated the prevailing party's offer best represents the value of the out-of-network service(s) in this particular case.

Next Step:

If any amount is due to either party, it must be paid **not later than 30 calendar days** after the date of this notification, as follows:

- **A plan, issuer, or Federal Employees Health Benefits (FEHB) Program carrier owes a payment to a non-participating provider of air ambulance services**, when the amount of the offer selected by the certified IDR entity exceeds the sum of 1) any initial payment the plan, issuer, or FEHB carrier has paid to the non-participating provider, and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.
- **A non-participating provider of air ambulance services owes a refund to a plan, issuer, or FEHB carrier** when the offer selected by the certified IDR entity is less than the sum of 1) any initial payment the plan, issuer, or FEHB carrier has paid to the non-participating provider and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.

NOTE: The non-prevailing party is ultimately responsible for the certified IDR entity fee, which is retained by the certified IDR entity for the services performed. Federal Hearings and Appeals Services, Inc. has determined that Blue Cross Blue Shield of Texas is the non-prevailing party in DISP-1604192 and is responsible for paying the certified IDR entity fee. The certified IDR entity fee that was paid by the prevailing party will be returned to PHI Health, LLC by the certified IDR entity within 30 business days of the date of this notification.

Pursuant to the Federal Employees Health Benefits Act at 5 U.S.C. 8902(p), Internal Revenue Code sections 9816(c)(5)(E) and 9817(b)(5)(D), Employee Retirement Income Security Act sections 716(c)(5)(E) and 717(b)(5)(D), and Public Health Service Act sections 2799A-1(c)(5)(E) and 2799A-2(b)(5)(D), and their implementing regulations at 5 CFR 890.114, 26 CFR 54.9816-8T (c)(4)(vii), 29 CFR 2590.716-8(c)(4)(vii) and 45 CFR 149.510(c)(4)(vii), this determination is legally binding unless there is fraud or evidence of intentional misrepresentation of material facts to the certified IDR entity by any party regarding the dispute.

The party that initiated the Federal IDR Process may not submit a subsequent Notice of IDR Initiation involving the same other party with respect to a claim for the same or similar service that was the subject of this dispute during the 90-calendar-day suspension period following the date of this email, also referred to as the “cooling off” period.

If the initiating party was a provider, the provider is identified by the National Provider Identifier (NPI) or Taxpayer Identification Number (TIN). During the cooling off period, the provider may not submit a subsequent Notice of IDR Initiation involving the same non-initiating party with respect to a claim billed under the same NPI or TIN for the same or similar service.

The initiating party with respect to dispute number DISP-1604192 was PHI Health, LLC. The initiating party’s NPI is 1306289996 and TIN is 721404705. The non-initiating party was Blue Cross Blue Shield of Texas. The 90-calendar day cooling off period begins on September 12, 2024 . Please retain this information for your records.

If the end of the open negotiation period for such service falls during the cooling off period, either party may submit a Notice of IDR Initiation within 30 business days following the end of the cooling off period, as opposed to the standard 4-business-day period following the end of the open negotiation period. This 30-business-day period begins on the day after the last day of the cooling off period.

Resources

Visit the [No Surprises website](#) for additional IDR resources.

Contact information

For questions, contact Federal Hearings and Appeals Services, Inc.. Include your IDR Reference number referenced above.

Thank you,

Federal Hearings and Appeals Services, Inc.

Privileged and Confidential: The information contained in this e-mail message, including any attachments, is intended only for the personal and confidential use of the intended recipient(s) and may contain confidential and privileged information as well as information protected by the Privacy Act of 1974. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please immediately contact the sender by reply e-mail and delete all copies of the original message.

APPX210

EXHIBIT A-3

IDR dispute status: Payment Determination Made
IDR reference number: DISP-1604193

Federal Hearings and Appeals Services, Inc. has reviewed your Federal Independent Dispute Resolution (IDR) dispute with reference number **DISP-1604193** and has determined that PHI Health, LLC is the prevailing party in this dispute.

After considering all permissible information submitted by both parties, Federal Hearings and Appeals Services, Inc. has determined that the out-of-network payment amount of **\$4,771.08** offered by PHI Health, LLC is the appropriate out-of-network rate for the service A0436 on claim number 020240655060W090X under this dispute.

Federal Hearings and Appeals Services, Inc. based this determination on a review of the following:

PHI Health, LLC submitted an offer of \$4,771.08

Blue Cross Blue Shield of Texas submitted an offer of \$1,025.12

For each of the following determination factors, an “x” in the Initiating Party and/or Non-Initiating Party column means the party provided supporting information.

	Additional Circumstances	Initiating Party	Non-Initiating Party
1	The quality and outcomes measurements of the provider that furnished such services	X	
2	The acuity of the individual receiving such services or the complexity of furnishing such services to such individual	X	
3	The training, experience, and quality of the medical personnel that furnished such services	X	
4	Ambulance vehicle type, including the clinical capability level of such vehicle	X	
5	Population density of the pick up location (such as urban, suburban, rural, or frontier)		
6	Demonstrations of good faith efforts (or lack of good faith efforts) made by the disputing parties to enter into network agreements and, if applicable, contracted rates between the disputing parties during the previous 4 plan years	X	
7	Additional information submitted by a party	X	X

Final Determination Rationale

After a complete and careful consideration of the totality of the evidence as promulgated in 45 CFR 149.510(c)(4) which does not include information on the prohibited factors described in 45 CFR 149.510(c)(4)(v), and after applying the No Surprises Act statutory provisions, PHI Health, LLC’s offer best represents the value of the services that are the subject of this unique payment determination.

APPX212

Both the Prevailing Party and the Non-Prevailing Party submitted an offer and credible information representing their valuation of the service(s) provided. FHAS found that the Prevailing Party's offer best represents the value of the out-of-network service(s) due to the submitted, credible information for the following factors:

The Initiating party's credible evidence of patient acuity was of substantial weight in this adjudication. The Initiating party's documentation regarding additional information was of limited value in reaching a payment determination in this matter. The Initiating party's credible evidence of prior contracted rates and good faith negotiations effort was of substantial weight in this adjudication. The Initiating party's evidence supporting the level of training and experience and/ or the quality and outcome measurements added significant weight in reaching a payment determination. The Initiating party's evidence supporting the QPA added significant weight in reaching a payment determination. The Initiating party's information regarding the quality and outcome measurements of the provider was of limited value in reaching a payment determination in this matter. The Initiating party's evidence supporting ambulance vehicle type, including clinical capabilities of vehicle, added significant weight in reaching a payment determination. The Non-Initiating party's documentation regarding additional information was of limited value in reaching a payment determination in this matter. The Non-Initiating party's evidence supporting the QPA added significant weight in reaching a payment determination.

Please note that while all factors are reviewed as required under 45 CFR 149.510(c)(4), the submitted evidence and information associated with the aforementioned factors demonstrated the prevailing party's offer best represents the value of the out-of-network service(s) in this particular case.

Next Step:

If any amount is due to either party, it must be paid **not later than 30 calendar days** after the date of this notification, as follows:

- **A plan, issuer, or Federal Employees Health Benefits (FEHB) Program carrier owes a payment to a non-participating provider of air ambulance services**, when the amount of the offer selected by the certified IDR entity exceeds the sum of 1) any initial payment the plan, issuer, or FEHB carrier has paid to the non-participating provider, and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.
- **A non-participating provider of air ambulance services owes a refund to a plan, issuer, or FEHB carrier** when the offer selected by the certified IDR entity is less than the sum of 1) any initial payment the plan, issuer, or FEHB carrier has paid to the non-participating provider and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.

NOTE: The non-prevailing party is ultimately responsible for the certified IDR entity fee, which is retained by the certified IDR entity for the services performed. Federal Hearings and Appeals Services, Inc. has determined that Blue Cross Blue Shield of Texas is the non-prevailing party in DISP-1604193 and is responsible for paying the certified IDR entity fee. The certified IDR entity fee that was paid by the prevailing party will be returned to PHI Health, LLC by the certified IDR entity within 30 business days of the date of this notification.

APPX213

Pursuant to the Federal Employees Health Benefits Act at 5 U.S.C. 8902(p), Internal Revenue Code sections 9816(c)(5)(E) and 9817(b)(5)(D), Employee Retirement Income Security Act sections 716(c)(5)(E) and 717(b)(5)(D), and Public Health Service Act sections 2799A-1(c)(5)(E) and 2799A-2(b)(5)(D), and their implementing regulations at 5 CFR 890.114, 26 CFR 54.9816-8T (c)(4)(vii), 29 CFR 2590.716-8(c)(4)(vii) and 45 CFR 149.510(c)(4)(vii), this determination is legally binding unless there is fraud or evidence of intentional misrepresentation of material facts to the certified IDR entity by any party regarding the dispute.

The party that initiated the Federal IDR Process may not submit a subsequent Notice of IDR Initiation involving the same other party with respect to a claim for the same or similar service that was the subject of this dispute during the 90-calendar-day suspension period following the date of this email, also referred to as the “cooling off” period.

If the initiating party was a provider, the provider is identified by the National Provider Identifier (NPI) or Taxpayer Identification Number (TIN). During the cooling off period, the provider may not submit a subsequent Notice of IDR Initiation involving the same non-initiating party with respect to a claim billed under the same NPI or TIN for the same or similar service.

The initiating party with respect to dispute number DISP-1604193 was PHI Health, LLC. The initiating party’s NPI is 1306289996 and TIN is 721404705. The non-initiating party was Blue Cross Blue Shield of Texas. The 90-calendar day cooling off period begins on September 4, 2024 . Please retain this information for your records.

If the end of the open negotiation period for such service falls during the cooling off period, either party may submit a Notice of IDR Initiation within 30 business days following the end of the cooling off period, as opposed to the standard 4-business-day period following the end of the open negotiation period. This 30-business-day period begins on the day after the last day of the cooling off period.

Resources

Visit the [No Surprises website](#) for additional IDR resources.

Contact information

For questions, contact Federal Hearings and Appeals Services, Inc.. Include your IDR Reference number referenced above.

Thank you,

Federal Hearings and Appeals Services, Inc.

Privileged and Confidential: The information contained in this e-mail message, including any attachments, is intended only for the personal and confidential use of the intended recipient(s) and may contain confidential and privileged information as well as information protected by the Privacy Act of 1974. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please immediately contact the sender by reply e-mail and delete all copies of the original message.

APPX214

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

PHI HEALTH, LLC

Plaintiff,

v.

**HEALTH CARE SERVICE CORP., A
MUTUAL LEGAL RESERVE
COMPANY, D/B/A BLUE CROSS BLUE
SHIELD OF TEXAS,**

Defendant.

Case No. 25cv12406

Hon. Charles P. Kocoras

PLAINTIFF’S FIRST AMENDED COMPLAINT

Plaintiff PHI Health, LLC (“PHI”) files this First Amended Complaint against Health Care Services Corporation, a Mutual Legal Reserve Company d/b/a Blue Cross Blue Shield of Texas (“Defendant” or “BCBSTX”) for their failure to pay overdue awards issued pursuant to the No Surprises Act governing medical billing.

I.

INTRODUCTION

1. BCBSTX is violating the No Surprises Act (“NSA”) and engaging in similar unfair and deceptive trade practices. BCBSTX devised a scheme to turn the NSA on its head. Rather than Independent Dispute Resolution (“IDR”) proceedings being a quick, efficient way to resolve payment disputes between out-of-network providers of emergency services and health plans, BCBSTX uses the NSA to further its crusade to deny, delay and underpay out-of-network providers of emergency medical services. After providers receive low initial payments from

BCBSTX, providers must jump through the many hoops in the NSA to receive an award of fair compensation. And, once they receive an IDR award, BCBSTX simply does not pay it or delays payment far beyond the NSA's statutorily-mandated 30-day payment deadline and does not include interest on the late payment. This "low pay, late pay or no pay" scheme often results in providers not receiving fair compensation until many months and sometimes years after the emergency transport occurred, if they ever receive it at all.

2. This scheme falls squarely within the type of unfair and deceptive trade practice prohibited by the State of Illinois. BCBSTX has late-paid nor not paid air ambulance operators many millions of dollars in IDR Awards, including over 104 IDR awards issued to PHI that remain unpaid more than 30-days after the determination date. Defendants are ignoring federal law and violating Illinois state law; they must be held accountable.

3. Moreover, this scheme is endemic. As of November 4, 2025, PHI's records reflect that the company is awaiting payment on 4,525 IDR awards, of which approximately 3,800 (about 84%) are beyond the NSA's mandatory 30-day payment deadline.

4. PHI therefore applies, pursuant to the NSA, the Federal Arbitration Act ("FAA"), the Illinois Consumer Fraud and Deceptive Business Practices Act, the Illinois Arbitration Act and pursuant to state law claims for a judgment confirming the IDR awards and awarding Plaintiff for \$45,870.31 (the "IDR Award Balance Owed"), in addition to attorneys' fees, costs, and interest. The persistent pattern of delay and denial additionally warrants the recovery of punitive damages from BCBSTX.

II.

PARTIES

5. Plaintiff PHI Health, LLC is a limited liability company organized under the laws of the State of Louisiana and headquartered in Phoenix, Arizona, operating 85 bases located in sixteen states.

6. Defendant Health Care Services Corporation, a Mutual Legal Reserve Company d/b/a Blue Cross Blue Shield of Texas (“BCBSTX”) is organized under the laws of the State of Illinois and is headquartered in Chicago, Illinois.

JURISDICTION AND VENUE

7. PHI filed this suit in state court. BCBSTX removed the case based upon federal question jurisdiction pursuant to the NSA, which includes a right to payment of IDR awards within thirty days of issuance. *See, e.g.*, 29 U.S.C. § 1185e(c)(5)(A); 28 U.S.C. § 1331. The Court may exercise supplemental jurisdiction over the state law claims. 28 U.S.C. § 1367.

8. The Court has personal jurisdiction over BCBSTX because it is an Illinois company that is headquartered in Chicago, Illinois.

9. Venue is proper under 28 U.S.C. § 1391(b)(2) because PHI’s claims arise from BCBSTX’s non-payment of IDR awards, which takes place in this District.

FACTUAL BACKGROUND

A. The Importance of PHI’s Service.

10. The air ambulance industry plays an integral role in the American healthcare system, and PHI provides an essential service for many Americans. Air ambulances serve as the only lifeline connecting critically ill and injured patients to healthcare, particularly in rural communities. They transport trauma, stroke, heart attack, and burn patients and other emergent

cases requiring critical care. Today, at least one quarter of Americans (85 million) cannot access a Level 1 or 2 trauma center within an hour when emergency care is needed.¹

11. The delivery of on-demand, life-saving air ambulance services requires substantial investments in specialized aircraft, air bases, technology, personnel, and regulatory compliance systems. As recognized by a bi-partisan group of Senators and Representatives, “When seconds matter, air ambulances have proven to be the best way to care for patients in need.”²

12. BCBSTX’s calculated and deliberate decision to ignore both its coverage obligations and the IDR process, while at the same time reaping the benefits of the services, is antithetical to the NSA or to the rational and proper functioning of the U.S. healthcare system.

B. Background on the NSA.

13. The NSA became effective January 1, 2022. It is implemented and enforced by the combined efforts of the U.S. Departments of Labor, Health and Human Services, and the Treasury (the “Departments”), which together created a mandatory federal dispute resolution process to determine pricing for all out-of-network emergency air ambulance transports of patients who are covered by commercial health plans.

14. The NSA creates a federal obligation for group health plans and health insurers to pay out-of-network providers of air ambulance services. In total, the group health plans and health insurer must pay the applicable “out-of-network rate” due for the service, less any cost-sharing amount owed by the patient.

15. Pursuant to the statute, a group health plan or insurer has 30 days from which the bill for a covered service is transmitted by the provider to pay or deny the claim. 29 U.S.C. § 1185e

¹ <https://www.cornellhealthcarereview.org/post/critical-lifelines-air-ambulances-in-rural-america>

² Estes, Delbene, Bennet, Blackburn Introduce Legislation to Support Ambulances in Rural America, July 30, 2025, <https://estes.house.gov/news/documentsingle.aspx?DocumentID=7091>.

(b)(1)(C); 29 U.S.C. § 1185f(a)(3)(A). If initial payment is too low, the provider may initiate an “open negotiation period” to attempt to negotiate a higher amount. 29 U.S.C. § 1185e (c)(1)(A); 29 U.S.C. § 1185f (b)(1)(A). If the negotiations fail, the provider may initiate the IDR process. 29 U.S.C. § 1185e (c)(1)(B); 29 U.S.C. § 1185f (b)(1)(B).

16. The IDR process is baseball-style arbitration. It requires each side to submit position statements and proposed offers of payment for the services at issue to a third-party IDR entity. 29 U.S.C. § 1185e (c)(5), 1185f(b)(5). The IDR entity considers both proposed offers and a number of statutory factors, and, and based on those factors, “select[s] one of the offers submitted . . . to be the amount of payment.” *Id.*

17. The IDR entity’s “determination” is made “binding” by the NSA. The group health plan or insurer must make any additional “payment required” by the determination “directly to the nonparticipating provider **not later than 30 days after** the date on which such determination is made” by the IDR entity. 29 U.S.C. § 1185e(c)(5); 29 U.S.C. § 1185f(b)(5) (emphasis added).

C. PHI Filed Arbitration and Prevailed, Yet Defendants Refuse to Pay.

18. PHI followed these steps for each of the transports at issue herein. BCBSTX received the benefit of air ambulance transport for a patient who is insured by a benefits plan insured or administered by BCBSTX. In this case, by using PHI for transportation, the critically ill patient was able to avoid a 145-mile transport to a major medical facility, which would have taken well over two hours. Instead, the transport time was reduced to just over 70 miles and approximately 30 minutes.

19. PHI followed industry standard billing process for billing BCBSTX for this transport. In response, BCBSTX sent PHI an “Explanation of Benefits” form (or “EOB”) setting

forth two initial low underpayments to PHI for the two service codes for the transport at issue and specified the patient's "cost sharing" amount. *See Exhibit A.* Because initial payments were deficient, PHI turned to the dispute resolution plan set forth in the NSA, as directed by BCBSTX (*see Exhibit B*):

We have your recent inquiry about the claim listed above. Since you do not agree with the reimbursement amount on one or more lines of service, you may file a dispute resolution form.

The Independent Dispute Resolution (IDR) application is available in our BCBSTX-branded Payer Spaces section via Availity® Essentials.

20. First, PHI timely initiated the open negotiation process through email, as directed by BCBSTX. The parties were ultimately unable to agree to a fair payment for the transport. *See Exhibit C.*

21. When open negotiations failed, at BCBSTX's invitation and pursuant to the NSA, PHI initiated IDR proceedings by submitting a Notice of Initiation through the federal IDR Portal for the transport and service codes at issue. The IDR determination was in PHI's favor, which resulted in PHI being owed additional payment for the out-of-network transport.

22. That determination was issued via a Written Payment Determination Notice, which includes the "IDR Award." *See Exhibit F.*

23. BCBSTX frequently does not comply with the 30-day payment requirement. When the claim for services is finally paid, BCBSTX provides low reimbursement, hoping providers will find the IDR process too burdensome, or the provider will fail in one of the numerous steps in the IDR process and/or miss one of the NSA's strict deadlines. This forces providers to go through the IDR process, which is burdensome and costly, on every transport. Indeed, proof of Defendants' unfair payment practice is reflected by the fact that an IDR entity determined that the appropriate price for the transport at issue in this case is **382% more** than what BCBSTX initially paid.

24. When all of these steps to delay and deny have failed, and PHI finally has a binding determination and award from an IDR entity that it should be reasonably compensated for its services, BCBSTX simply ignores the IDR award. For example, as of November 12, 2025, PHI had 84 IDR determinations in which BCBSTX was determined to owe PHI additional amounts for emergency air medical transports that have not been paid by BCBSTX within the 30-day statutory deadline, reflecting over \$1,733,785.53 in additional amounts due. By November 20, 2025, the amount of IDR determinations in which BCBSTX was determined to owe PHI additional amounts that have not been paid by BCBSTX within the 30-day statutory deadline had grown to 104 (a 23.81% increase in a little over one week). On the occasions when BCBSTX actually does pay, it unreasonably delays payment and does include interest to account for the time value of the money that has been illegally withheld. For example, this suit originally covered two transports. BCBSTX actually finally paid for one of these transports; however, that payment was over a year late and did not include interest.

25. BCBSTX knows it is statutorily required to pay IDR awards within thirty days. However, it does not invest in the compliance systems and personnel needed to meet its obligations under federal law, even now, nearly four (4) years after the adoption of the NSA. This is because BCBSTX knows it profits from lack of compliance and violation of the mandatory payment obligations of the NSA. BCBSTX knows the longer it delays or denies payment, the more it earns from the interest and/or investment income generated for its fully insured business. And, with respect to self-funded health plans, BCBSTX knows it must compete with other companies (and each other) for the administrative fees those plans generate. By delaying payment or not paying IDR awards, BCBSTX is able to keep the health plans' claims costs arbitrarily low, thus

incentivizing plans to stay with them or using the results to market their services to other health plans.

26. BCBSTX's practice and policy of failure to timely pay IDR awards has become a widespread business practice. This business practice is evidenced by: 1) the numerous unpaid and/or late paid IDR awards owed by BCBSTX to PHI (as noted above, over 84 claims representing over \$1,733,785.53 in delayed and unpaid payments due), 2), the fact that approximately 84% of PHI's IDR awards as of November 4, 2025 have not been paid by the NSA's mandatory 3-day payment deadline, and 3) the fact that other providers of emergency services are being subjected to the same widespread unfair business practices.

D. BCBSTX Uses Self-Serving Complaints to Further Delay and Avoid Payment without Statutory Authority.

27. BCBSTX participated in open negotiation in this case. In its rejection of PHI's offer of settlement, BCBSTX stated, "IDR requests may be submitted to HHS upon conclusion of the 30-day open negotiation period." See Exhibit B.

28. After PHI initiated IDR, BCBSTX objected, contending that the IDR proceeding was improperly filed during the cooling-off period. See Exhibit D. PHI responded, explaining why BCBSTX's interpretation of the "cooling off" period was wrong. See Exhibit E. The IDR entity sided with PHI and moved forward, culminating in a September 2024 award issued in PHI's favor. See Exhibit F. Nevertheless, BCBSTX refuses to pay the IDR award because BCBSTX, acting as its own judge, jury and executioner, unilaterally believes that the IDR entity misapplied the cooling-off period and refuses to pay.

29. BCBSTX's assertion that the cooling-off period associated with DISP-496991 barred the IDR determination in DISP-1356121 is legally and factually incorrect. Under the No Surprises Act and its implementing regulations, the cooling-off period applies only where the

subsequent dispute involves “the same or similar item or service furnished by the same provider or facility to the **same plan or issuer**” within 90 days of an IDR determination. 45 C.F.R. § 149.510(c)(4)(iii)(A) (emphasis added). The earlier dispute (DISP-496991) involved a plan bearing a “ZGN” identifier, which denotes a plan issued or administered by BCBSTX.³ In contrast, the later dispute (DISP-1356121) involved a plan with a “J4C” identifier, which designates a plan issued or administered by Highmark Blue Cross Blue Shield of Pennsylvania, not BCBSTX.⁴ Because DISP-496991 involved a BCBSTX plan, while DISP-1356121 involved a Highmark Blue Cross Blue Shield of Pennsylvania plan, the statutory requirement of “the same plan or issuer” is not met. The fact that both plans operate within the broader Blue Cross Blue Shield Association does not render them the same “plan” or “issuer” under federal law. Each is a separate legal entity with its own claims administration, funding source, and regulatory obligations. Accordingly, DISP-1356121 was not subject to the cooling-off period triggered by DISP-496991, and the certified IDR entity correctly determined that the dispute was eligible for the federal IDR process. BCBSTX’s contrary interpretation is inconsistent with the text of 45 C.F.R. § 149.510, the structure of the Blue Cross Blue Shield Association’s home/host system, and the governing statutory framework.

30. Nevertheless, even if BCBSTX’s contention were correct (which it is not), neither the NSA, nor its implementing regulations, nor any government guidance provides a mechanism for a losing party to delay, suspend, or refuse payment of a valid IDR determination based on its disagreement with the certified IDR entity’s eligibility analysis, its belief that the cooling-off period was misapplied, or the filing of a complaint about the potential misapplication of a cooling-

³ <https://www.healthquestbilling.com/bcbs-alpha-prefix-from-zaa-to-zzz/>

⁴ <https://www.healthquestbilling.com/bcbs-alpha-numeric-prefix-j2a-to-j9z/>

off period with the Centers for Medicare and Medicaid Services (“CMS”). Under the NSA’s federal IDR process, when a certified IDR entity issues a payment determination, the losing party is legally required to pay the determined amount within the time prescribed by regulation. The implementing regulation, 45 C.F.R. § 149.510(c)(4)(iv)(B), provides: “The non-initiating party must pay the qualifying payment amount or the amount determined by the certified IDR entity not later than 30 business days after the date of the determination.”

31. CMS has reiterated this requirement in formal written guidance. In IDR guidance, CMS instructs: “Any amount due ... must be paid not later than 30 calendar days after the determination by the certified IDR entity.” *Federal Independent Dispute Resolution (IDR) Process: Guidance for Disputing Parties*, Dep’t of Health & Hum. Servs., Labor & the Treasury (Mar. 2023) at 27.⁵ CMS has further confirmed in its companion guidance to IDR entities that “[t]he certified IDR entity’s determination is legally binding unless there is fraud or evidence of intentional misrepresentation of material facts to the certified IDR entity by any party regarding the claim. Centers for Medicare & Medicaid Servs., U.S. Dep’t of Health & Human Servs. et al., *Federal Independent Dispute Resolution (IDR) Process Guidance for Certified IDR Entities* (Dec. 2023 Update to Mar. 2023 Guidance), at 22.⁶ Furthermore, CMS’s administrative oversight of IDR entities extends only to sanctions, monitoring, education, and corrective action directed at IDR entities themselves.

32. Despite these requirements, BCBSTX has refused to pay the final IDR Award issued in favor of PHI within the required 30-day period. The payment obligation is mandatory, unconditional, and not subject to unilateral suspension by the losing party.

⁵ Located at <https://www.cms.gov/files/document/federal-idr-guidance-disputing-parties-march-2023.pdf>.

⁶ Located at <https://www.cms.gov/files/document/federal-independent-dispute-resolution-guidance-disputing-parties.pdf>.

33. BCBSTX's refusal to pay the federal IDR determination constitutes a violation of federal law, frustrates Congress's express statutory design to ensure prompt provider reimbursement for out-of-network emergency and air ambulance services, and has caused financial harm to PHI. This is yet another example of how BCBSTX delays and denies payment to enrich its own pockets.

34. PHI seeks to enforce the outstanding balances remaining on the IDR Awards. PHI seeks interest on all awards. PHI further seeks post-judgment interest, attorney's fees, costs, punitive damages and equitable relief.

Count 1: Action for Payment of IDR Awards Under the NSA
(29 U.S.C. § 1185e (c)(6))

35. PHI incorporates by reference the allegations of the preceding paragraphs.

36. The NSA states that a determination of a certified IDR entity "*shall be binding upon the parties involved*" and that payment "shall be made directly to [PHI] *not later than 30 days after* the date on which such determination is made" by the IDR entity. 29 U.S.C. § 1185e (c)(6); 29 U.S.C. § 1185f(b)(6) (emphasis added).

37. More than 30 days have passed since the IDR determination for DISP-1356121, and PHI has not received payment. BCBSTX's only excuse is the application of the "cooling-off" period – an argument that was raised during IDR and rejected. As noted in Section II.D. *supra*, that argument lacks statutory merit and does not authorize BCBSTX to unilaterally withhold payment.

38. DISP-1356121 is a valid arbitration award that has not been vacated or set aside by any authority, and no grounds exists for vacating, modifying, or correcting the IDR Award.

39. Thus, the NSA requires BCBSTX to pay PHI the IDR Award Balance Owed for the transport at issue in this case, and Plaintiff is entitled to have the IDR determinations enforced.

The amount owed on unpaid, partially paid, and late-paid awards plus prejudgment and post-judgment interest should be issued as a final judgment.

Count 2: Action for Payment of IDR Award Under Federal Arbitration Act
(9 U.S.C. §§ 1, *et seq.*)

40. PHI incorporates by reference the allegations of the preceding paragraphs.

41. The IDR Awards should be confirmed by judgment of this Court pursuant to the Federal Arbitration Act, 9 U.S.C. § 9.

42. BCBSTX agreed to arbitrate these disputes, both expressly in communications with PHI and impliedly by their actions.

43. The IDR process is mandated by federal law, and BCBSTX invited PHI to participate in the IDR process both through the language on the EOBs as well as in communications during open negotiations. BCBSTX also participated in IDR.

44. The IDR Award DISP-1356121 is a valid arbitration award that has not been vacated or set aside by any authority.

45. No grounds exists for vacating, modifying, or correcting the IDR Award.

46. Confirmation is not “judicial review” but rather entry of the award previously rendered. Confirmation of the DISP-1356121 is warranted here.

Count 3: Declaratory and Injunctive Relief against BCBSTX

47. PHI incorporates by reference the allegations of the preceding paragraphs.

48. An actual, concrete, and justiciable controversy exists among the parties as it relates to BCBSTX’s obligation to pay the IDR Award Balance Owed, which is thus suited for declaratory relief pursuant to 28 U.S.C. § 2201.

49. Declaratory judgment is appropriate if a justiciable controversy exists as to the rights and status of the parties and the controversy will be resolved by the declaration.

50. PHI seeks a declaration that (1) the IDR determination is binding on BCBSTX, and (2) that BCBSTX conduct in refusing to pay the IDR Award that has not been vacated in the limited manner permitted under the NSA is unlawful.

51. As a result of the foregoing declarations, PHI will be protected from one of many tactics employed by BCBSTX to delay and deny payments to PHI.

52. Such declarations are proper and necessary under the existing circumstances in order that the parties may ascertain their rights and obligations.

53. The foregoing declaration, in whole or in part, would settle this ongoing payment controversy. Without a declaration concerning PHI's rights and interests relating to the application of the cooling-off period, PHI will continue to suffer damages on existing and future claims for services.

**Count 4: Violation of Illinois Consumer Fraud
and Deceptive Business Practices Act ("ICFA")**

54. PHI incorporates by reference the allegations of the preceding paragraphs.

55. PHI is a "person" within the meaning of 815 ILCS 505/1(c). PHI is a "consumer" within the meaning of 815 ILCS 505/1(e). BCBSTX is engaged in "trade" and "commerce" within the meaning of 815 ILCS 505/1(f), as they sell health insurance and administrative services from within the state.

56. BCBSTX has used and employed unfair methods of competition or unfair or deceptive acts or practices in the conduct of trade or commerce. These practices include, without limitation, making low initial payments that force providers to file IDR proceedings to obtain a fair payment, not paying IDR determinations within thirty days as required by federal law, not including interest on late payments when made, asserting incorrect and baseless defenses to

payment, and not investing in the compliance programs, systems and personnel needed to assure timely payment of IDR determinations.

57. BCBSTX's acts and practices offend public policy and are unethical, oppressive and unscrupulous. They violate public policy embodied by the NSA, which requires payment of IDR determinations "directly to the nonparticipating provider not later than 30 days after the date on which" an IDR determination is made. 29 U.S.C. § 1185e(c)(6), 1185f(b)(6).

58. These practices also constitute engaging in unfair settlement practices in violation of 215 ILCS 5/154.6 for not attempting in good faith to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear. BCBSTX's unreasonably low initial payments are unfair and not good faith attempts to effectuate equitable settlements. During the Open Negotiation Period, BCBSTX is not attempting in good faith to effectuate prompt, fair and equitable settlements. Once the IDR determination makes the precise amount owed by BCBSTX unquestionably clear, BCBSTX does not promptly, fairly and equitably settle the claim by paying the amount in the award (less any patient cost-sharing and initial payment already made). BCBSTX's conduct is not limited to this transport. The conduct has occurred with such frequency as to PHI and other providers of emergency healthcare services that it has become BCBSTX's regular business practice.

59. PHI has suffered substantial injury and an ascertainable loss of money as a proximate result of BCBSTX's actions. PHI seeks to recover actual, compensatory, and consequential damages; punitive damages under the ICFA; attorney's fees and costs under 815 ILCS 505/10a(c); pre- and post-judgment interest; and injunctive relief prohibiting BCBSTX from engaging in the unfair and deceptive practices described above.

JURY TRIAL DEMAND

60. PHI demands a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, PHI respectfully prays for judgment against BCBSTX for the following damages and relief:

- a. Enforcement of IDR Award DISP-1356121, including entering judgment for the IDR Award Balance Owed, as required by federal law under the NSA or, alternatively, the FAA;
- b. Interest or the return on investment realized by BCBSTX on the amount owed for DISP-1356121 award from the 31st day after the decision was issued until the date of judgment;
- c. Declaratory Judgment that IDR Award DISP-1356121 is binding on BCBSTX.
- d. Declaratory Judgment that BCBSTX conduct in refusing to pay the IDR Award that has not been vacated in the limited manner permitted under the NSA is unlawful.
- e. Pre- and post- judgment interest;
- f. Attorney's fees, costs of suit, and punitive damages;
- g. Injunctive relief as set forth above; and
- h. Any and all additional legal or equitable relief to which PHI may be entitled, and this Court deems just and proper.

Dated: November 21, 2025

Respectfully submitted,

PHI HEALTH, LLC

By: /s/ L. Brandon Liss
One of the attorneys for Plaintiff

L. Brandon Liss (bliss@foxswibel.com)
Natalie Holden (nholden@foxswibel.com)
Fox Swibel Levin & Carroll, LLP

200 West Madison Street, Suite 3000
Chicago, IL 60606
(312) 224-1200 - Telephone

CERTIFICATE OF SERVICE

The undersigned attorney hereby certifies that on November 21, 2025, he caused the foregoing document to be electronically filed with the Clerk of the United States District Court for the Northern District of Illinois, Eastern Division, using the Court's CM/ECF system, which is also served upon counsel for all parties of record.

By: /s/ L. Brandon Liss
L. Brandon Liss



BlueCross BlueShield of Texas
P.O. Box 660044
Dallas, Texas 75266-0044
Toll Free (800) 451-0287

PROVIDER CLAIM SUMMARY

DATE: 03/05/24
PROVIDER NUMBER: 1306289996
CHECK NUMBER: E4407362
TAX IDENTIFICATION NUMBER: 721404705
Visit www.bcbstx.com/provider,
for the latest news and updates on matters that impact you

PHI AIR MEDICAL LLC
PO BOX 676171
DALLAS TX 75267-6171

#752676171710*



ANY MESSAGES WILL BEGIN ON PAGE 3

PATIENT: [REDACTED]
PERF PRV: 0000000000000000AM1492
CLAIM NO: 00003334505P6880X

THIS IS AN ADJUSTMENT TO A PREVIOUSLY CONSIDERED CLAIM
IDENTIFICATION NO: ZGPPOW-J4C109465915001
PATIENT NO: 000400371PHI24149 CLAIM TYPE: MCP

FROM / TO	PROC	AMOUNT	ALLOWABLE	SERVICES	DEDUCTIONS/OTHER	AMOUNT
DATES PS* PAY CODE	BILLED	AMOUNT	NOT COVERED	INELIGIBLE	PAID	
11/25-11/25/23 05 NOP A0431	44,936.00	12,000.18	32,935.82 (1)	0.00	12,000.18	
11/25-11/25/23 05 NOP A0436	72,372.00	11,991.77	60,380.23 (1)	0.00	11,991.77	
	117,308.00	23,991.95	93,316.05	0.00	23,991.95	

QPA AMT DETAIL:	PROC CODE	QPA AMOUNT	ORIG QPA AMOUNT
	A0431	12,000.18	0.00
	A0436	11,991.77	0.00

AMOUNT PAID TO PROVIDER FOR THIS CLAIM: \$23,991.95

TOTAL SERVICES NOT COVERED: 93,316.05
PATIENT'S SHARE: \$0.00

REDACTED - INFORMATION CONCERNING ANOTHER PATIENT



BlueCross BlueShield of Texas
P.O. Box 660044
Dallas, Texas 75266-0044
Toll Free (800) 451-0287

PROVIDER CLAIM SUMMARY

DATE: 03/05/24
PROVIDER NUMBER: 1306289996
CHECK NUMBER: E4407362
TAX IDENTIFICATION NUMBER: 721404705
Visit www.bcbstx.com/provider
for the latest news and updates on matters that impact you

PHI AIR MEDICAL LLC
PO BOX 676171
DALLAS TX 75267-6171

ANY MESSAGES WILL BEGIN ON PAGE 3

REDACTED - INFORMATION CONCERNING ANOTHER PATIENT



BlueCross BlueShield of Texas
P.O. Box 660044
Dallas, Texas 75266-0044
Toll Free (800) 451-0287

PROVIDER CLAIM SUMMARY

DATE: 03/05/24
PROVIDER NUMBER: 1306289996
CHECK NUMBER: E4407362
TAX IDENTIFICATION NUMBER: 721404705

Visit www.bcbstx.com/provider,
for the latest news and updates on matters that impact you

PHI AIR MEDICAL LLC
PO BOX 676171
DALLAS TX 75267-6171

ANY MESSAGES WILL BEGIN ON PAGE 3

CONTINUED FROM PREVIOUS PAGE.

* PLACE OF SERVICE (PS) |
05. OTHER. |

CLAIM TYPE

MC. MANAGED CARE (NO PCP/OPTIONAL PCP)

MESSAGES:

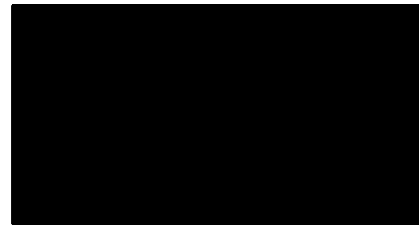
- (1). THIS SERVICE IS SUBJECT TO THE NO SURPRISES ACT (NSA). BCBSTX CERTIFIES THAT THE QUALIFYING PAYMENT AMOUNT (QPA) APPLIES AS THE RECOGNIZED AMOUNT TO THIS SERVICE AND EACH QPA WAS DETERMINED IN COMPLIANCE WITH THE NSA. IF YOU WISH TO INITIATE A 30-DAY OPEN NEGOTIATION PERIOD FOR PURPOSES OF DETERMINING THE AMOUNT OF TOTAL PAYMENT, YOU MAY CONTACT US AT AVAILITY.COM, CALL 855-523-7003, OR EMAIL NSA.DISPUTES@BCBSTX.COM TO INITIATE NEGOTIATIONS. IF THE 30-DAY NEGOTIATION PERIOD DOES NOT RESULT IN AGREEMENT, YOU MAY INITIATE THE INDEPENDENT DISPUTE RESOLUTION PROCESS WITHIN 4 DAYS AFTER THE END OF THE NEGOTIATION PERIOD.
- (2). THE CHARGE IS MORE THAN THE PRICED AMOUNT FOR THIS SERVICE. THE PROVIDER IS OUT-OF-NETWORK. THE PATIENT IS RESPONSIBLE FOR CHARGES OVER WHAT IS ALLOWED.



BlueCross BlueShield of Texas
PO Box 660044
Dallas, TX 75266-0044



*****5-DIGIT 75267
4102 1 AV D.507 13
PHI AIR MEDICAL LLC
PO BOX 676171
DALLAS TX 75267-6171



Dear Phi Air Medical Llc,

04/11/2024

1525

We have your recent inquiry about the claim listed above. Since you do not agree with the reimbursement amount on one or more lines of service, you may file a dispute resolution form.

The Independent Dispute Resolution (IDR) application is available in our BCBSTX-branded Payer Spaces section via Availity® Essentials.

To register for Availity Essentials, you can go to [availity.com](https://www.availity.com) and complete the online guided registration, at no cost. If you do not have access to file this form electronically, the written Notice of IDR Initiation form may be filed. This form can be found at [dol.gov](https://www.dol.gov). Click on

- Menu
- Laws and Regulations
- Key Laws
- No Surprise Act
- Notice of IDR Initiation

Or, you can use this URL: <https://www.dol.gov/sites/dolgov/files/ebsa/laws-and-regulations/laws/no-surprises-act/surprise-billing-part-ii-information-collection-documents-attachment-3.pdf>

The form can be mailed to the address listed above. If you wish to continue with a request for Negotiation/IDR review, please use the appropriate form to resubmit.

Also, Independent Dispute Resolution (IDR) user guides are available at [bcbstx.com/provider](https://www.bcbstx.com/provider). Use this path:

Claims & Eligibility> Claim Review Process> Non-Participating Providers> click on the No Surprises Act (NSA) link near the bottom of the page

If you have any questions, our team stands ready to help.

Sincerely,

Your Customer Advocates
Blue Cross and Blue Shield of Texas

Availity is a trademark of Availity, LLC, a separate company that operates a health information network to provide electronic information exchange services to medical professionals. Availity provides administrative services to BCBSTX. BCBSTX makes no endorsement, representations or warranties regarding any products or services provided by independent third-party vendors such as Availity. If you have any questions about the products or services provided by such vendors, you should contact the vendor(s) directly.



April 17, 2024

RE: 02023334505P6880X

Dear Phi Air Medical Llc

We have received your open negotiation notice on April 05, 2024, disputing claim number 02023334505P6880X.

You have provided an offer amount of \$117,308.00.

BCBSTX previously allowed \$23,991.95 on this claim. That amount is above the qualifying payment amount (QPA). We do not accept your offer and will not be offering any additional payment. Therefore, we consider the negotiation process complete.

The items and services may be subject to a timely request for IDR, as provided under the NSA, and assessment of agency administration and IDR entity fees. IDR requests may be submitted to HHS upon conclusion of the 30-day open negotiation period.

Sincerely,

The Independent Resolution Team

For eligible services noted on your Provider Claims Summary you can submit for Open Negotiation or check the status by:

- Logging on to Availity® to access the Independent Dispute Resolution (IDR) Portal under Payer Space by selecting BlueCross BlueShield. Eligible services will also be noted on your Provider Claims Summary.
- If you want to dispute the payment amount, you may open negotiations through Availity within 30 business days of the date the claim is finalized.
- You may also check the status of an open negotiation or take action on an open offer through Availity.
- IDR may be pursued within four business days after the negotiation period ends.

Only registered Availity users can access the Independent Dispute Portal for initiation of Open Negotiation request. If you aren't registered, go to Availity® and select "Register" to complete the guided online process, at no cost.

bcbstx.com

Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

APPX236



May 31, 2024

RE: DISP-1356121

Dear Federal Hearings and Appeals Services, Inc:

We have received your request regarding plan information for the above-mentioned IDR Dispute ID for the following claim(s).

Claim Number	Group Number	Plan Name	Effective Date of Plan	Renewal Date of Plan	Plan Type	Funding Type	Opt In/Out of State Process
02023334505P6880X	ZGPPOW		01/01/2023	01/01/2023			Unknown

Sincerely,
Independent Dispute Resolution Team

EXHIBIT D

Additional Information Requested

IDRE <IDRE@fhas.com>

Thu 5/23/2024 11:02 AM

To:insurance@phiairmedical.com <insurance@phiairmedical.com>;NSA Disputes <nsa.disputes@bcbsil.com>;
nsaidr@phiairmedical.com <nsaidr@phiairmedical.com>

his Message Is From an External Sender

This message came from outside your organization.

CAUTION: Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Report Suspicious

IDR dispute status: Additional Information Requested

IDR reference number: DISP-1356121

FHAS has reviewed your dispute and needs additional information regarding **DISP-1356121**

Next Step:

The Non-initiating Party makes the following objection(s):

The non-initiating party objected stating the cooling-off period applies for DISP-496991.

- The NIP should supply FHAS with the following:

- i. Dispute number of case that initiated the cooling-off period;
- ii. The determination letter for said dispute, including the service code, NPI or Tax ID, and date of determination.

- The IP should supply FHAS with the following information:

- i. Dispute number of case that already initiated a cooling-off period;
- ii. Email from IDRE stating a previous dispute involving the same services was closed for cooling-off period and;
- iii. Start date of previous cooling-off period (ex. Determination Date of case that initiated the cooling-off period).

<https://fhas.sharefile.com/r-rc985512a200c430a9df470cede6a3a3d>.

Both parties are requested to submit information regarding the merits of the objection(s) by

5/31/2024 by either uploading to the Share file or replying to this email with documentation.

If you upload documentation to the Share File you must include the Dispute number in the file name in order for it to be reviewed.

Resources

- Visit the No Surprises website for additional IDR resources.

Contact information

For questions, contact FederalIDRQuestions@cms.hhs.gov.

Reference your IDR reference number above.

Thank you,

FHAS

IDRE ID: IDREApp-107

Phone:

Fax:



Disclaimer

Federal Hearings and Appeals Services, Inc. (FHAS), and its affiliates are not responsible for errors or omissions in the transmission of this e-mail message. Any personal comments made in this e-mail do not reflect the views of FHAS, or its affiliates. The information contained in this document may be confidential and is intended solely for the use of the individual or entity to whom it is addressed. This document may also contain material that is privileged or protected from disclosure under applicable law. If you are not the intended recipient or the individual responsible for delivery to the intended recipient, please (1) be advised that any use, dissemination, forwarding, or copying of this document IS **STRICTLY PROHIBITED**; and (2) notify sender immediately by telephone and destroy the document. Thank you.

[FHAS.com](https://www.fhas.com)

[Cogno-Solve.com](https://www.cogno-solve.com)



BlueCross BlueShield of Texas
P.O. Box 660044
Dallas, Texas 75266-0044
Toll Free (800) 451-0287

RPT5225

PROVIDER CLAIM SUMMARY

DATE: 03/05/24
PROVIDER NUMBER: 1306289996
CHECK NUMBER: E4407362
TAX IDENTIFICATION NUMBER: 721404705
Visit www.bcbstx.com/provider
for the latest news and updates on matters that impact you

PHI AIR MEDICAL LLC
PO BOX 676171
DALLAS TX 75267-6171

#752676171710*



ANY MESSAGES WILL BEGIN ON PAGE 3

PATIENT: [REDACTED]
PERF PRV: 00000000000000AM1492
CLAIM NO: 00003334505P6880X

THIS IS AN ADJUSTMENT TO A PREVIOUSLY CONSIDERED CLAIM
IDENTIFICATION NO: ZGPPPW- [REDACTED]
PATIENT NO: [REDACTED] CLAIM TYPE: MCP

FROM / TO		PROC	AMOUNT	ALLOWABLE	SERVICES	DEDUCTIONS/OTHER	AMOUNT
DATES	PS * PAY	CODE	BILLED	AMOUNT	NOT COVERED	INELIGIBLE	PAID
11/25-11/25/23	05 NOP	A0431	44,936.00	12,000.18	32,935.82 (1)	0.00	12,000.18
11/25-11/25/23	05 NOP	A0436	72,372.00	11,991.77	60,380.23 (1)	0.00	11,991.77
			117,308.00	23,991.95	93,316.05	0.00	23,991.95

QPA AMT DETAIL:	PROC CODE	QPA AMOUNT	ORIG QPA AMOUNT
	A0431	12,000.18	0.00
	A0436	11,991.77	0.00

AMOUNT PAID TO PROVIDER FOR THIS CLAIM: \$23,991.95

TOTAL SERVICES NOT COVERED: 93,316.05
PATIENT'S SHARE: \$0.00

APPX240



BlueCross BlueShield of Texas
P.O. Box 660044
Dallas, Texas 75266-0044
Toll Free (800) 451-0287

PHI AIR MEDICAL LLC
PO BOX 676171
DALLAS TX 75267-6171

RPT5225

PROVIDER CLAIM SUMMARY

DATE: 03/05/24
PROVIDER NUMBER: 1306289996
CHECK NUMBER: E4407362
TAX IDENTIFICATION NUMBER: 721404705
Visit www.bcbstx.com/provider
for the latest news and updates on matters that impact you

MESSAGES:

(1). THIS SERVICE IS SUBJECT TO THE NO SURPRISES ACT (NSA). BCBSTX CERTIFIES THAT THE QUALIFYING PAYMENT AMOUNT (QPA) APPLIES AS THE RECOGNIZED AMOUNT TO THIS SERVICE AND EACH QPA WAS DETERMINED IN COMPLIANCE WITH THE NSA. IF YOU WISH TO INITIATE A 30-DAY OPEN NEGOTIATION PERIOD FOR PURPOSES OF DETERMINING THE AMOUNT OF TOTAL PAYMENT, YOU MAY CONTACT US AT AVAILITY.COM, CALL 855-523-7003, OR EMAIL NSA.DISPUTES@BCBSTX.COM TO INITIATE NEGOTIATIONS. IF THE 30-DAY NEGOTIATION PERIOD DOES NOT RESULT IN AGREEMENT, YOU MAY INITIATE THE INDEPENDENT DISPUTE RESOLUTION PROCESS WITHIN 4 DAYS AFTER THE END OF THE NEGOTIATION PERIOD.

IDR dispute status: Payment Determination Made
IDR reference number: DISP-496991

Maximus Federal Services, Inc. has reviewed your Federal Independent Dispute Resolution (IDR) dispute with reference number **DISP-496991** and has determined that PHI Health, LLC is the prevailing party in this dispute.

After considering all permissible information submitted by both parties, Maximus Federal Services, Inc. has determined that the out-of-network payment amount of **\$10,065.70** offered by PHI Health, LLC is the appropriate out-of-network rate for the service A0436 on claim number 0202215203000200C under this dispute.

Maximus Federal Services, Inc. based this determination on a review of the following:

PHI Health, LLC submitted an offer of \$10,065.70

Blue Cross Blue Shield of Texas submitted an offer of \$10,383.48

For each of the following determination factors, an "x" in the Initiating Party and/or Non-Initiating Party column means the party provided supporting information.

	Additional Circumstances	Initiating Party	Non-Initiating Party
1	The quality and outcomes measurements of the provider that furnished such services	X	
2	The acuity of the individual receiving such services or the complexity of furnishing such services to such individual	X	
3	The training, experience, and quality of the medical personnel that furnished such services	X	
4	Ambulance vehicle type, including the clinical capability level of such vehicle	X	
5	Population density of the pick up location (such as urban, suburban, rural, or frontier)	X	
6	Demonstrations of good faith efforts (or lack of good faith efforts) made by the disputing parties to enter into network agreements and, if applicable, contracted rates between the disputing parties during the previous 4 plan years	X	
7	Additional information submitted by a party	X	X

Final Determination Rationale

The initiating party, PHI Health, LLC, provided an offer of \$10,065.70 and provided information about the following: quality and outcomes measurements of the provider that furnished such services; the acuity of the individual receiving such services or the complexity of furnishing such services to such individual; the training, experience, and quality of the medical personnel that furnished such services; ambulance vehicle type, including the clinical capability level of such vehicle; population density of the pick-up location; demonstrations of good faith efforts (or lack of good faith efforts) made by the disputing parties to enter into

If the initiating party was a provider, the provider is identified by the National Provider Identifier (NPI) or Taxpayer Identification Number (TIN). During the cooling off period, the provider may not submit a subsequent Notice of IDR Initiation involving the same non-initiating party with respect to a claim billed under the same NPI or TIN for the same or similar service.

The initiating party with respect to dispute number DISP-496991 was PHI Health, LLC. The initiating party's NPI is 1306289996 and TIN is 721404705. The non-initiating party was Blue Cross Blue Shield of Texas. The 90-calendar day cooling off period begins on April 24, 2024 . Please retain this information for your records.

If the end of the open negotiation period for such service falls during the cooling off period, either party may submit a Notice of IDR Initiation within 30 business days following the end of the cooling off period, as opposed to the standard 4-business-day period following the end of the open negotiation period. This 30-business-day period begins on the day after the last day of the cooling off period.

Resources

Visit the [No Surprises website](#) for additional IDR resources.

Contact information

For questions, contact Maximus Federal Services, Inc.. Include your IDR Reference number referenced above.

Thank you,

Maximus Federal Services, Inc.

Privileged and Confidential: The information contained in this e-mail message, including any attachments, is intended only for the personal and confidential use of the intended recipient(s) and may contain confidential and privileged information as well as information protected by the Privacy Act of 1974. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please immediately contact the sender by reply e-mail and delete all copies of the original message.



05/31/2024

To whom it may concern,

PHI Health LLC (“PHI”) writes in opposition to the non-initiating party’s apparent assertion that the disputes listed below are ineligible for the federal IDR process because IDR DISP-496991 triggered a 90-day cooling-off period.

Dispute	Procedure Code	Payer Group Code Identifier	Number Identifier
DISP-1280195	A0436	JEA	238000
DISP-1279917	A0436	ZGP	346618
DISP-1284331	A0436	ZGP	229093
DISP-1356121	A0436	J4C	10583620
DISP-1374305	A0436	VER	000964

PHI Health LLC (“PHI”) has identified DISP-496991 does NOT match to any dispute listed above, therefore these are not the same groups or policy plan types and should not be considered as part of the cooling off.

Dispute	Procedure Code	Payer Group Code Identifier	Number Identifier
DISP-496991	A0436	ZGN	000631

Under the “cooling-off” rule, once an IDR entity issues a written decision in an IDR dispute, the party that initiated that IDR dispute may not initiate a new IDR dispute, for 90-calendar days, that “involv[es] the **same other party** . . . that was the subject of the initial” dispute. 45 C.F.R. § 149.510(c)(4)(vii)(B). For purposes of an IDR dispute involving air ambulance services, the “parties” are i) the provider of air ambulance services and ii) the patient’s group health plan or (when the patient has group or individual health insurance coverage) the health insurance issuer. *See also* 45 C.F.R. § 149.510(a)(1); 45 C.F.R. § 149.510(b)(1)(i), (2)(i).

Because DISP-496991 and the disputes listed above involved different parties, the 90-day cooling-off rule does not apply.



Please continue the payment determination for:

Dispute	Procedure Code
DISP-1280195	A0436
DISP-1279917	A0436

DISP-1284331	A0436
DISP-1356121	A0436
DISP-1374305	A0436

Respectfully,

No Surprises Act Department

EXHIBIT F**IDR dispute status:** Payment Determination Made**IDR reference number:** DISP-1356121

Federal Hearings and Appeals Services, Inc. has reviewed your Federal Independent Dispute Resolution (IDR) dispute with reference number **DISP-1356121** and has determined that PHI Health, LLC is the prevailing party in this dispute.

After considering all permissible information submitted by both parties, Federal Hearings and Appeals Services, Inc. has determined that the out-of-network payment amount of **\$57,862.08** offered by PHI Health, LLC is the appropriate out-of-network rate for the service A0436 on claim number 02023334505P6880X under this dispute.

Federal Hearings and Appeals Services, Inc. based this determination on a review of the following:

PHI Health, LLC submitted an offer of \$57,862.08

Blue Cross Blue Shield of Texas submitted an offer of \$11,991.77

For each of the following determination factors, an “x” in the Initiating Party and/or Non-Initiating Party column means the party provided supporting information.

	Additional Circumstances	Initiating Party	Non-Initiating Party
1	The quality and outcomes measurements of the provider that furnished such services	X	
2	The acuity of the individual receiving such services or the complexity of furnishing such services to such individual	X	X
3	The training, experience, and quality of the medical personnel that furnished such services	X	
4	Ambulance vehicle type, including the clinical capability level of such vehicle	X	X
5	Population density of the pick up location (such as urban, suburban, rural, or frontier)	X	
6	Demonstrations of good faith efforts (or lack of good faith efforts) made by the disputing parties to enter into network agreements and, if applicable, contracted rates between the disputing parties during the previous 4 plan years	X	
7	Additional information submitted by a party	X	

Final Determination Rationale

After a complete and careful consideration of the totality of the evidence as promulgated in 45 CFR 149.510(c)(4) which does not include information on the prohibited factors described in 45 CFR 149.510(c)(4)(v), and after applying the No Surprises Act statutory provisions, PHI Health, LLC's offer best represents the value of the services that are the subject of this unique payment determination.

APPX246

Both the Prevailing Party and the Non-Prevailing Party submitted an offer and credible information representing their valuation of the service(s) provided. FHAS found that the Prevailing Party's offer best represents the value of the out-of-network service(s) due to the submitted, credible information for the following factors:

The Initiating party's credible evidence of patient acuity was of substantial weight in this adjudication. The Initiating party's evidence supporting additional information added significant weight in reaching a payment determination. The Initiating party's evidence supporting prior contracted rates and good faith negotiations effort added significant weight in reaching a payment determination. The Initiating party's evidence supporting the level of training and experience and/ or the quality and outcome measurements was of substantial weight in this adjudication. The Initiating party's evidence supporting the population density at the point of pick-up added significant weight in reaching a payment determination. The Initiating party's information regarding the QPA was of limited value in reaching a payment determination in this matter. The Initiating party's credible evidence of the quality and outcome measurements was of substantial weight in this adjudication. The Initiating party's credible evidence of ambulance vehicle type, including clinical capabilities of vehicle, was of substantial weight in this adjudication. The Non-Initiating party's evidence supporting patient acuity added significant weight in reaching a payment determination. The Non-Initiating party's information regarding the QPA was of limited value in reaching a payment determination in this matter. The Non-Initiating party's evidence supporting ambulance vehicle type, including clinical capabilities of vehicle, and good faith negotiations effort added significant weight in reaching a payment determination.

Please note that while all factors are reviewed as required under 45 CFR 149.510(c)(4), the submitted evidence and information associated with the aforementioned factors demonstrated the prevailing party's offer best represents the value of the out-of-network service(s) in this particular case.

Next Step:

If any amount is due to either party, it must be paid **not later than 30 calendar days** after the date of this notification, as follows:

- **A plan, issuer, or Federal Employees Health Benefits (FEHB) Program carrier owes a payment to a non-participating provider of air ambulance services**, when the amount of the offer selected by the certified IDR entity exceeds the sum of 1) any initial payment the plan, issuer, or FEHB carrier has paid to the non-participating provider, and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.
- **A non-participating provider of air ambulance services owes a refund to a plan, issuer, or FEHB carrier** when the offer selected by the certified IDR entity is less than the sum of 1) any initial payment the plan, issuer, or FEHB carrier has paid to the non-participating provider and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.

NOTE: The non-prevailing party is ultimately responsible for the certified IDR entity fee, which is retained by the certified IDR entity for the services performed. Federal Hearings and Appeals Services, Inc. has determined that Blue Cross Blue Shield of Texas is the non-prevailing party in DISP-1356121 and is

responsible for paying the certified IDR entity fee. The certified IDR entity fee that was paid by the prevailing party will be returned to PHI Health, LLC by the certified IDR entity within 30 business days of the date of this notification.

Pursuant to the Federal Employees Health Benefits Act at 5 U.S.C. 8902(p), Internal Revenue Code sections 9816(c)(5)(E) and 9817(b)(5)(D), Employee Retirement Income Security Act sections 716(c)(5)(E) and 717(b)(5)(D), and Public Health Service Act sections 2799A-1(c)(5)(E) and 2799A-2(b)(5)(D), and their implementing regulations at 5 CFR 890.114, 26 CFR 54.9816-8T (c)(4)(vii), 29 CFR 2590.716-8(c)(4)(vii) and 45 CFR 149.510(c)(4)(vii), this determination is legally binding unless there is fraud or evidence of intentional misrepresentation of material facts to the certified IDR entity by any party regarding the dispute.

The party that initiated the Federal IDR Process may not submit a subsequent Notice of IDR Initiation involving the same other party with respect to a claim for the same or similar service that was the subject of this dispute during the 90-calendar-day suspension period following the date of this email, also referred to as the “cooling off” period.

If the initiating party was a provider, the provider is identified by the National Provider Identifier (NPI) or Taxpayer Identification Number (TIN). During the cooling off period, the provider may not submit a subsequent Notice of IDR Initiation involving the same non-initiating party with respect to a claim billed under the same NPI or TIN for the same or similar service.

The initiating party with respect to dispute number DISP-1356121 was PHI Health, LLC. The initiating party’s NPI is 1306289996 and TIN is 721404705. The non-initiating party was Blue Cross Blue Shield of Texas. The 90-calendar day cooling off period begins on September 3, 2024 . Please retain this information for your records.

If the end of the open negotiation period for such service falls during the cooling off period, either party may submit a Notice of IDR Initiation within 30 business days following the end of the cooling off period, as opposed to the standard 4-business-day period following the end of the open negotiation period. This 30-business-day period begins on the day after the last day of the cooling off period.

Resources

Visit the [No Surprises website](#) for additional IDR resources.

Contact information

For questions, contact Federal Hearings and Appeals Services, Inc.. Include your IDR Reference number referenced above.

Thank you,

Federal Hearings and Appeals Services, Inc.

Privileged and Confidential: The information contained in this e-mail message, including any attachments, is intended only for the personal and confidential use of the intended recipient(s) and may contain confidential and privileged information as well as information protected by the Privacy Act of 1974. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please immediately contact the sender by reply e-mail and delete all copies of the original message.

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

PHI HEALTH, LLC,	)	
	)	
Plaintiff,	)	
	)	
v.	)	25 C 12406
	)	Honorable Charles P. Kocoras
HEALTH CARE SERVICE CORP., a	)	
Mutual Legal Reserve Co. d/b/a BLUE	)	
CROSS BLUE SHIELD OF TEXAS,	)	
	)	
Defendant.	)	

MEMORANDUM OPINION

CHARLES P. KOCORAS, District Judge:

Plaintiff PHI Health, LLC (“PHI”), an air ambulance service provider, brings this action against Defendant Health Care Service Corp. d/b/a Blue Cross Blue Shield of Texas (“BCBSTX”) in an effort to enforce payment of Independent Dispute Resolution (“IDR”) determinations issued under the No Surprises Act (“NSA”), 29 U.S.C. § 1185e. PHI purports to bring claims under the NSA, Section 9 of the Federal Arbitration Act (“FAA”), 9 U.S.C. § 9, and the Declaratory Judgment Act (“DJA”), 28 U.S.C. § 2201. PHI also brings a claim for violation of the Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”), 8115 ILCS 505/1 *et seq.* Before the Court is BCBSTX’s motion to dismiss PHI’s amended complaint in its entirety under Federal Rule of Civil Procedure 12(b)(6). For the reasons that follow, BCBSTX’s motion is granted.

BACKGROUND

Congress enacted the NSA “to protect patients from surprise medical bills incurred when they receive emergency medical services from out-of-network healthcare providers.” *Guardian Flight, LLC. v. Health Care Serv. Corp.*, 140 F.4th 271, 273 (5th Cir. 2025) (citing 42 U.S.C. §§ 300gg-111, 300gg-112). “Because the NSA shifts the cost of some out-of-network care away from patients, it created a system for health care providers and private insurers to determine fair cost sharing.” *T.V. Seshan, M.D., P.C. v. Aetna, Inc.*, 2026 WL 867151, at *1 (S.D.N.Y. Mar. 30, 2026). After providing a qualified out-of-network service for an insured patient, the health care provider sends a bill for the cost of the medical service to the applicable insurer. The insurer responds with an initial payment or notice of denial of payment. *See* 42 U.S.C. § 300gg-131(b)(1)(C). The provider may then, within 30 days, initiate open negotiations to seek a more desirable cost-sharing arrangement for the service or item. *Id.* § 300gg-111(c)(1)(A). Where negotiations are unsuccessful after 30 days, either party may initiate the IDR process to resolve the dispute. *Id.* § 300gg-111(c)(1)(B). The IDR process is “‘baseball-style’ dispute resolution,” wherein each party submits a payment offer with supporting information, and the “IDR entity” chooses between the two offers. *Guardian Flight*, 140 F.4th at 273; 42 U.S.C. § 300gg-111(c)(5)(A)–(B).

The IDR determination:

- (I) *shall be binding* upon the parties involved, in the absence of a fraudulent claim or evidence of misrepresentation of facts presented to the IDR entity involved regarding such claim; and

- (II) *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.

42 U.S.C.A. § 300gg-111(c)(5)(E) (emphases added); 29 U.S.C. § 1185e(c)(5)(E). Payment “with respect to a qualified IDR item or service for which a determination is made . . . *shall* be made directly to the nonparticipating provider or facility not later than 30 days after the date on which such determination is made.” 42 U.S.C. § 300gg-111(c)(6) (emphasis added).

The only “judicial review” expressly authorized under the NSA is when a party seeks to *vacate* an arbitration award in one of four scenarios, none of which are applicable here. *See* 9 U.S.C. § 10(a)(1)–(4). The NSA empowers the Departments of Health and Human Services (“HHS”), Labor, and Treasury with enforcement authority over the IDR process, including the ability to impose civil monetary penalties. *See, e.g.*, 42 U.S.C. § 300gg-22(b)(2), 42 U.S.C. § 300gg-134(b).

In this case, PHI won an IDR dispute against BCBSTX for providing emergency air ambulance services, and BCBSTX so far has refused to pay. PHI thus brought this action to enforce payment of the IDR award under either the NSA or the FAA. PHI also seeks a declaratory judgment that the IDR award is binding on BCBSTX, and BCBSTX’s refusal to timely pay the IDR award is unlawful. PHI also brings a claim under the ICFA.

BCBSTX moves to dismiss PHI’s amended complaint with prejudice under Rule 12(b)(6) for four reasons: (1) the NSA does not create a private right of action;

(2) PHI cannot “confirm” an IDR award under Section 9 of the FAA because Congress explicitly chose not to incorporate Section 9 into the NSA; (3) PHI cannot use the DJA to circumvent Congress’s policy choice to restrict judicial review in favor of agency enforcement; and (4) PHI is not a consumer under the ICFA, the alleged conduct did not primarily take place in Illinois, and PHI failed to plead facts plausibly showing a violation of the ICFA.

LEGAL STANDARD

A motion to dismiss under Rule 12(b)(6) challenges the sufficiency of the complaint, not its merits. Fed. R. Civ. P. 12(b)(6); *Gibson v. City of Chicago*, 910 F.2d 1510, 1520 (7th Cir. 1990). “To survive a motion to dismiss, a complaint 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) (quotes omitted). “This means that the complaint must offer factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged.” *Farhan v. 2715 NMA LLC*, 161 F.4th 475, 482 (7th Cir. 2025) (cleaned up). The Court will accept “well-pleaded facts in the complaint as true and draw reasonable inferences in plaintiffs’ favor—but [will] not presume the truth of legal conclusions and conclusory allegations.” *Cielak v. Nicolet Union High Sch. Dist.*, 112 F.4th 472, 475 (7th Cir. 2024). For these reasons, “threadbare recitals of the elements of a cause of action, supported by mere conclusory statements, do not suffice.” *Orr v. Shicker*, 147 F.4th

734, 741 (7th Cir. 2025) (quoting *Peterson v. Wexford Health Sources, Inc.*, 986 F.3d 746, 751 (7th Cir. 2021)).

DISCUSSION

The following discussion proceeds in four parts. First, the Court analyzes whether the NSA contains an implied right of action that would enable PHI to bring the present case and finds that it does not. Second, the Court determines that PHI similarly cannot obtain relief under Section 9 of the FAA, because the NSA forecloses that claim. Third, the Court finds that because there is no private right of action under the NSA, PHI cannot use the DJA to enforce IDR payment determinations. Lastly, the Court concludes that PHI fails to state an ICFA claim.

I. Whether the NSA Creates a Private Right of Action

“[C]reating a cause of action is a legislative endeavor.” *Egbert v. Boule*, 596 U.S. 482, 491 (2022). An implied right of action “is an increasingly rare creature, one that requires [courts] to infer that Congress created a private *right* and provided for a private *remedy*, all without taking the conventional route of doing so expressly.” *Ohlendorf v. United Food & Com. Workers Int’l Union, Local 876*, 883 F.3d 636, 640 (6th Cir. 2018) (emphasis in original), *cert. denied*, 586 U.S. 869 (2018). An implied right of action must be supported by statutory language. *Alexander v. Sandoval*, 532 U.S. 275, 291 (2001).

Although the Seventh Circuit¹ has not yet opined on this issue, nearly every court that has considered it—including the Fifth Circuit and multiple district courts across the country—has declined to find that the NSA creates either an express or implied private right of action. *See, e.g., Guardian Flight*, 140 F.4th at 277 (“The NSA’s structure conveys Congress’s policy choice to enforce the statute through administrative penalties, not a private right of action.”); *Axis Neuromonitoring, LLC v. Aetna Inc.*, 2026 WL 795260, at *5–*8 (D. Conn. Mar. 20, 2026) (collecting cases and finding no express or implied private right of action); *Mitchell F. Reiter MD PC v. Horizon Blue Cross Blue Shield of N.J.*, 2025 WL 3514300, at *5 (D.N.J. Dec. 8, 2025) (noting “substantial majority of federal court decisions across the country that have examined this issue and declined to recognize an implied right of action under the NSA”) (cleaned up); *SpecialtyCare Inc. v. Aetna, Inc.*, 2025 WL 3719227, at *4 (M.D. Pa. Dec. 23, 2025) (no private right of action under NSA); *Interventional Pain Mgmt. v. Horizon Blue Cross Blue Shield of N.J.*, 2025 WL 3470569, at *8 (D.N.J. Dec. 3, 2025) (same); *Mod. Orthopaedics of N.J. v. Premera Blue Cross*, 2025 WL 3063648, at *14 (D.N.J. Nov. 3, 2025) (same); *T.V. Seshan*, 2025 WL 3496382, at *9 (same); *Worldwide*

¹ At least one court within this district has considered the issue and determined there is no private right of action under the NSA, and that Section 9 of the FAA does not apply. *See SpecialtyCare Inc., Remote Neuromonitoring Physicians, PC and Sentient Physicians, PC v. Health Care Service Corporation d/b/a Blue Cross Blue Shield of Illinois*, 2026 WL 1556442 (N.D. Ill. June 2, 2026) (Shah, J.); *SpecialtyCare Inc., Remote Neuromonitoring Physicians, PC v. Health Care Service Corporation d/b/a Blue Cross Blue Shield of New Mexico*, 2026 WL 1556244 (N.D. Ill. June 2, 2026) (Shah, J.); *SpecialtyCare, Inc. v. Health Care Service Corporation d/b/a Blue Cross Blue Shield of Texas*, 2026 WL 1556346 (June 2, 2026) (Shah, J.).

Aircraft Servs., Inc. v. United Healthcare, 2025 WL 3312169, at *2 (M.D. Fla. Nov. 28, 2025) (same); *E. Coast Advanced Plastic Surgery, LLC v. Cigna Health & Life Ins. Co.*, 2025 WL 2371537, at *17 (S.D.N.Y. Aug. 14, 2025) (“The statutory text [of the NSA] thus forecloses of a private right of action to enforce IDR determinations.”); *Jeffrey Farkas, M.D., LLC v. Horizon Blue Cross Blue Shield of N.J.*, 790 F. Supp. 3d 129, 137 (E.D.N.Y. 2025) (“[B]y seeking confirmation here, Plaintiff asks the Court to impermissibly invent a cause of action to confirm an award under the NSA. It may not do so.” (internal citations omitted)); *Freeman Pain Inst. v. Horizon Blue Cross Blue Shield of N.J.*, 2025 WL 3268289, *6 (D.N.J. Nov. 24, 2025) (“Congress plainly knows how to provide a private right of action—and has done so in other statutes—but chose not to do so here. Not only does the statute fail to create a private right of action, the NSA clearly bars judicial review of IDR awards except as to the specific vacatur provisions borrowed from the FAA[.]”); *Advanced Vascular Assocs. v. Horizon Blue Cross Blue Shield of N.J.*, 2026 WL 935833, at *5 (E.D. Pa. Apr. 7, 2026) (“Congress made IDR determinations binding, limited judicial review to narrow circumstances, and created an administrative enforcement scheme. . . . [I]t did not create a private cause of action to compel payment of the IDR arbitration awards.”); *SpecialtyCare Inc. v. Meritain Health, Inc.*, 2026 WL 353259, at *3 (D. Del. Feb. 9, 2026), *report and recommendation adopted*, 2026 WL 745341 (D. Del. Mar. 17, 2026); *Neuroshield Network SE, LLC v. Phx. Adm’rs, LLC*, 2026 WL 863869, at *6 (N.D. Ohio Mar. 30, 2026); *FHMC LLC v. Blue Cross & Blue Shield of Ariz., Inc.*, 2024 WL 1461989, at *3

(D. Ariz. Apr. 4, 2024) (noting that “[a]n implied right of action is incongruous with such a detailed statutory scheme, in which judicial review is limited to specific instances”).²

There are a few outliers, however. At least two district courts have concluded that the NSA does provide a private right of action: *Guardian Flight LLC v. Aetna Life Ins. Co.* (“*Aetna*”), 789 F. Supp. 3d 214 (D. Conn. 2025)³, and *PHI Health, LLC v. Optimum Choice, Inc. d/b/a United Health Care*, 2026 WL 850453 (D. Md. Mar. 27, 2026) (Abelson, J.); *Specialtycare, Inc. v. Carefirst of Maryland, Inc.*, 2026 WL 1656946, at *2 (D. Md. June 9, 2026) (Abelson, J.). A district court in Connecticut concluded that while the NSA does not provide a private right of action, the court may nevertheless “confirm” IDR payment determinations because the NSA’s bar on judicial review does not preclude confirmation of the IDR award. *Agag v. Cigna Health and*

² Some of these courts dismissed on jurisdictional grounds. *See, e.g., Farkas*, 790 F. Supp. 3d at 137–38; *T.V. Seshan*, 2026 WL 3496382, at *7). Here, the parties framed all issues under Rule 12(b)(6), and the Court is dismissing for failure to state a claim. *See Advanced Monitoring Services Holdings, LLC v. Blue Cross Blue Shield of Okla.*, Case No. 25-CV-466-SHE-JFJ, Dkt. # 30, at 13 n.5 (N.D. Okla. May 14, 2026) (recommending dismissal under Rule 12(b)(6)); *Agag v. Cigna Health and Life Ins. Co.*, 2026 WL 1021213, at *6–7 (D. Conn. Apr. 15, 2026) (NSA provides federal question jurisdiction).

³ The *Aetna* court noted in a subsequent order denying leave to file an interlocutory appeal that the Fifth Circuit relied in significant part on Section 300gg-22 in finding statutory evidence that Congress had opted to provide for a “general administrative remedy” rather than a private cause of action to enforce payment of IDR awards. As noted in the court’s earlier order, the parties did not address Section 300gg-22 in their briefing and so the court declined to consider whether that provision provides a method of enforcing the substantive rule in the NSA’s timing of payment provision. The court stated in the order denying permission to file an interlocutory appeal, “[i]t is possible I would have reached a different conclusion had that issue been briefed.” Case No. 3:24-cv-00680, Dkt. # 295 (D. Conn. Sep. 30, 2025).

Life Ins. Co., 2026 WL 1021213, at *11–12 (D. Conn. Apr. 15, 2026). This Court joins the majority and finds there is no implied right of action within the NSA.⁴

To be sure, by providing that IDR determinations are automatically “binding on the parties involved,” 42 U.S.C. § 300gg-111(c)(5)(E), and naming the medical provider as the “beneficiary of the non-prevailing party’s payment obligations,” *T.V. Seshan*, 2025 WL 3496382, at *7, the NSA does use rights-creating language suggestive of an implied right of action. However, “the remainder of the statute, including its provision of alternative methods of enforcement, evinces Congressional intent *not* to create a judicial remedy.” *Axis Neuromonitoring*, 2026 WL 795260, at *6 (emphasis in original).

There are two primary reasons for this. First, Congress expressly chose to permit petitions brought under Section 10 of the FAA, but not Section 9. And second, by providing for alternative enforcement mechanisms, Congress chose agency enforcement as the tool for enforcing IDR awards, not litigation. *See Agag*, 2026 WL 1021213, at *3 (describing administrative framework). Congress empowered the Department of Health and Human Services to assess penalties against insurers for failure to comply with the NSA. *See* 42 U.S.C. § 300gg-22(b)(2); 45 C.F.R. § 150.303. Under the enforcement provision, any health plan or health insurance issuer that fails

⁴ The Court also disagrees with the approach taken in *Agag*. There, the court held the “focus on the private right of action question is misplaced” because a plaintiff seeking enforcement of an IDR award is not seeking to enforce substantive rights. *See Agag*, 2026 WL 1021213, at *9. The court analyzed the text of the statute and found that a judicial enforcement remedy was not precluded. *See id.* at *10–12.

to comply with an IDR determination is liable for up to \$100 for each day of noncompliance. 42 U.S.C. § 300gg-22(b)(2)(C)(i). The regulations implementing the statute also describe the processes for investigating potential violations and assessing civil money penalties for failing to comply with the NSA. 45 C.F.R. §§ 150.303–150.345.

“Generally, ‘[t]he express provision of one method of enforcing a substantive rule,’ such as through an agency proceeding, ‘suggests that Congress intended to preclude others,’ like a private cause of action.” *Murphy Med. Assocs., LLC v. Yale Univ.*, 120 F.4th 1107, 1112 (2d Cir. 2024) (quoting *Alexander*, 532 U.S. at 290); *see also Mid-Am. Nat’l Bank of Chi. v. First Sav. & Loan Ass’n of S. Holland*, 737 F.2d 638, 642 (7th Cir. 1984) (“It is manifest that the existence of supervisory and enforcement authority at the administrative level suggests that broad private remedies were not intended.”) (citing *Transamerica Mortgage Advisors, Inc. v. Lewis*, 444 U.S. 11, 20 (1979)). PHI contends that failing to recognize a private right of action “would undermine the structure of the NSA and transform IDR determinations into worthless slips of paper.” Dkt. # 32, at 15. But PHI’s dissatisfaction with Congress’s chosen administrative remedy “does not confer authority to overstep a clear statutory boundary.” *Freeman Pain Inst.*, 2025 WL 3268289, at *7.

“[I]f (as here) the statute displays no intent to create a private remedy, ‘courts may not create one, no matter how desirable that might be as a policy matter.’” *Chessie Logistics Co. v. Krinos Holdings, Inc.*, 867 F.3d 852, 858 (7th Cir. 2017) (quoting

Alexander, 532 U.S. at 286–87). It is not the Court’s “duty to be alert to provide such remedies as are necessary to make effective” Congress’s purpose. *Id.* (cleaned up) (citation omitted). PHI’s “remedy is with Congress, not [this court], to fix the statute if it thinks there is a problem.” *Advanced Vascular Assocs. v. Horizon Blue Cross Blue Shield of New Jersey*, 2026 WL 935833, at *3 (E.D. Pa. Apr. 7, 2026). Count I of the amended complaint is dismissed with prejudice.

II. Confirmation Under Section 9 of the FAA

PHI cannot seek confirmation of an NSA IDR award under the FAA. Section 9 requires that there be an “agreement” by the parties that a judgment “shall be entered upon the award made pursuant to the arbitration” 9 U.S.C. § 9. The agreement must be in writing. *See* 9 U.S.C. § 2; *Advanced Vascular Assocs.*, 2026 WL 935833, at *2 (“The statute enforces agreements to arbitrate; it does not create them. And those agreements must be in writing. . . . Without a written agreement to arbitrate, Section 9 has no application.”). PHI nevertheless argues an agreement exists, citing: (1) the Provider Claim Summary expressly extended an invitation to participate in the open negotiation process; (2) PHI’s acceptance of that offer by initiating open negotiation; (3) BCBSTX’s direction to PHI to initiate IDR once it determined negotiations were unsuccessful; (4) PHI’s acceptance of that invitation by initiating IDR; and (5) BCBSTX’s participation in the IDR through both first objecting to the process and then submitting a bid. *See* Dkt. # 32, at 21.

PHI further argues that “[i]f Congress truly did not intend for the IDR award to function as an arbitration award, the NSA would not provide for binding, expedited dispute resolution by a third-party neutral that can only be vacated by certain provisions in the FAA.” Dkt. # 32, at 19. In PHI’s view, the NSA’s “IDR process *is* arbitration.” Dkt. # 32, at 18 (emphasis in original). Courts have repeatedly rejected this argument. Congress did not incorporate Section 9 into the NSA, and “while there are superficial similarities between the IDR and arbitration,” there are also fundamental differences between the two processes, and “they are premised on fundamentally different authorities.” *Mod. Orthopaedics*, 2025 WL 3063648, at *5; *see also Freeman Pain Inst.*, 2025 WL 3268289, at *5–6 (explaining the “key differences [that] permeate the IDR and arbitration frameworks,” and concluding “the very nature of the IDR process is too different from a traditional arbitration as contemplated by the FAA for this Court to find that Congress intended for the FAA to govern the IDR process. Absent a valid arbitration, this Court lacks the necessary jurisdiction to confirm an IDR award under the FAA.”).

For example, at the most basic level, “to begin arbitration the parties must have an unambiguous agreement to arbitrate; conversely, an IDR is limited to parties that have no agreement whatsoever and have failed to find alternative way to resolve their dispute.” *Mod. Orthopaedics*, 2025 WL 3063648, at *6 (comparing 9 U.S.C. § 2 with 42 U.S.C. § 300gg-111(b)(1)(B)). Here, the parties only engaged in the IDR process because a *statute*, not a written agreement to arbitrate, compelled participation in the

IDR process. *See Freeman Pain Inst.*, 2025 WL 3268289, at *5 (dismissing FAA Section 9 claim because “Plaintiff and Defendant have no contract or written arbitration agreement. Their participation in the IDR process was statutorily compelled, with no prior agreement to submit to arbitration . . . The lack of a written agreement between the parties to submit to arbitration removes the IDR process entirely from eligibility for confirmation under the FAA[.]”); *Farkas*, 790 F. Supp. 3d at 136 (noting that arbitration under the FAA assumes an agreement or contract to arbitrate, and the NSA’s IDR is statutorily compelled).

PHI also contends that by making IDR awards statutorily “binding,” Congress indicated that they are as enforceable in court as if they arose from arbitration agreements. The Court disagrees. “That IDR awards are ‘binding’ does not mean that Congress contemplated judicial review to confirm these awards.” *T.V. Seshan*, 2026 WL 867151, at *5.

Additionally, the Court is not persuaded by PHI’s argument that the NSA only constrains courts’ right to set aside awards, rather than courts’ ability to confirm or enforce awards. This “is a distinction without a difference. The term ‘judicial review’ is broad enough to include a court’s order to enforce an IDR award.” *Guardian Flight*, 140 F.4th at 275; *Hall St. Assocs. v. Mattel, Inc.*, 552 U.S. 576, 578 (2008) (the FAA “provides for expedited judicial review to *confirm*, vacate, or modify arbitration awards.”) (emphasis added)). The preclusion of “judicial review,” as used in the NSA, necessarily encompasses preclusion of a judicial enforcement action akin to that

provided in Section 9 of the FAA. *See Reiter*, 2025 WL 3514300, at *4. Count II of the amended complaint is dismissed with prejudice.

III. The Declaratory Judgment Act

Next, PHI seeks a declaration that the IDR award is binding on BCBSTX, and BCBSTX's refusal to timely pay the IDR award is unlawful. Federal courts are permitted to issue declaratory judgments only in cases of "actual controversy." 28 U.S.C. § 2201. Unfortunately for PHI, "[a] justiciable actual controversy exists only when a private right of action is available." *Mellott v. Sprague*, 334 F. Supp. 3d 916, 922–23 (C.D. Ill. 2017) (citing *Schilling v. Rogers*, 363 U.S. 666, 677 (1960) ("the Declaratory Judgments Act is not an independent source of federal jurisdiction, the availability of such relief presupposes the existence of a judicially remedial right")); *see also Bartucci v. Wells Fargo Bank N.A.*, 2015 WL 6955482, at *3 (N.D. Ill. Nov. 10, 2015); *Villasenor v. Am. Signature, Inc.*, 2007 WL 2025739, at *6 (N.D. Ill. July 9, 2007) (collecting cases). As explained above, there is no private right of action under the NSA and therefore Count III is dismissed. *See, e.g., E. Coast Advanced Plastic Surgery*, 2025 WL 2371537, at *18 (denying relief under the declaratory judgment act, holding that "to the extent ECAPS seeks a declaration under the NSA itself, ECAPS has not . . . shown that there is a private right of action under the NSA.").

IV. The ICFA

This leaves PHI's state law claim for a violation of the ICFA.⁵ In its ICFA claim, PHI alleges that BCBSTX engages in unfair business practices, including that BCBSX: (1) provides low initial payments to providers like PHI; (2) makes PHI and other providers jump through hoops to get paid; (3) improperly delays payment or ignores IDR awards altogether, and when awards are paid, they are paid late and do not include interest; and (4) has failed to implement compliance systems to meet its obligations. BCBSTX moves to dismiss this claim, arguing PHI lacks standing to assert the claim, there is an insufficient connection between the alleged conduct and Illinois, and PHI has not properly alleged the elements of a successful claim.

To prevail on a claim for violation of the ICFA, "a plaintiff must plead and prove that the defendant committed a deceptive or unfair act with the intent that others rely on the deception, that the act occurred in the course of trade or commerce, and that it caused actual damages." *Benson v. Fannie May Confections Brands, Inc.*, 944 F.3d 639, 646 (7th Cir. 2019) (quoting *Vanzant v. Hill's Pet Nutrition, Inc.*, 934 F.3d 730, 736 (7th Cir. 2019)). For an unfair conduct claim, which is what PHI alleges in this case, a plaintiff need only allege that (1) the practice offends public policy; (2) is

⁵ PHI argues that if the Court were to dismiss its claims under the NSA, the Court should refrain from ruling on the ICFA claim and instead remand the matter to state court. BCBSTX, however, points out that even if the federal claims are dismissed, the Court retains diversity jurisdiction because both parties are completely diverse, and the amount in controversy exceeds \$75,000. BCBSTX is correct.

immoral, unethical, oppressive, or unscrupulous, and (3) causes substantial injury to consumers. *Id.* at 647.

Before delving into the merits of PHI's ICFA claim, the Court must first determine whether PHI either meets the statutory definition of "consumer" or satisfies the consumer nexus test. *Tile Unlimited, Inc. v. Blanke Corp.*, 788 F. Supp. 2d 734, 738 (N.D. Ill. 2011). PHI does not claim to be a consumer as defined by the ICFA.⁶ Instead, PHI argues it satisfies the consumer nexus test. "Illinois courts are skeptical of business-v.-business ICFA claims when neither party is actually a consumer in the transaction." *Cnty. Bank of Trenton v. Schnuck Mkts. Inc.*, 887 F.3d 803, 823 (7th Cir. 2018); *see also JMR Sales, Inc. v. MMC Elecs. Am., Inc.*, 2002 WL 31269612, at *3 (N.D. Ill. Oct. 10, 2002) ("It is clear that the ICFA is primarily concerned with protecting consumers, not business entities.").

In general, "a non-consumer plaintiff must allege 'conduct [that] involves trade practices addressed to the market generally or otherwise implicates consumer protection concerns.'" *Roppo v. Travelers Co.*, 100 F. Supp. 3d 636, 651 (N.D. Ill. 2015) (citation omitted). In other words, "[t]o implicate consumer protection concerns, there must be a connection between the alleged misconduct and the wider marketplace, as well as a connection between the requested relief and consumers generally." *ATC Healthcare Servs., Inc. v. RCM Techs., Inc.*, 282 F. Supp. 3d 1043, 1051 (N.D. Ill. 2017)

⁶ The ICFA defines a "consumer" as "any person who purchases or contracts for the purchase of merchandise not for resale in the ordinary course of his trade or business but for his use or that of a member of his household." 815 ILCS 505/1(e).

(citing *Brody v. Finch Univ. of Health Scis./The Chi. Med. Sch.*, 298 Ill. App. 3d 146, 159 (1998)). “Requiring a connection between the requested relief and *consumers* is thus important because it ensures that non-consumers do not expand the Consumer Fraud Act beyond its intended purpose.” *Id.* (emphasis in original).

PHI argues it satisfies the consumer nexus test because it alleges that (1) its services require substantial investments in equipment, technology, personnel, and regulatory compliance; (2) BCBSTX is “engaged in widespread underpayment and delay and other abuses of the IDR process that impact PHI and other providers of emergency healthcare services;” and (3) BCBSTX’s “delay and avoidance of payment undermines the NSA process and is antithetical to the rational and proper functioning of the U.S. Healthcare system.” Dkt. # 32, at 22–23.

BCBSTX’s scheme as alleged by PHI is not directed to the market generally. In *Beatty v. Accident Fund Gen. Ins. Co.*, a plastic surgeon contended that multiple insurers’ scheme of failing to pay interest rates on late-paid and unpaid bills was directed to the market generally because it impacted “every patient and provider in the entire Illinois healthcare market[.]” 2018 WL 3219936, at *10 (S.D. Ill. July 2, 2018). The district court rejected that contention, explaining that “[w]hile the [insurer’s] conduct may have repercussions for Illinois consumers,” the conduct targeted medical providers only, not the market generally. *Id.* The same can be said for this case.

Because BCBSTX’s practices were not directed to the market generally, the alleged conduct must “implicate consumer protection concerns.” To establish an

implication of consumer protection concerns, PHI must have pleaded: (1) actions that establish a link between it and consumers; (2) BCBSTX's unfair practices concerned consumers other itself; and (3) "how the requested relief would serve the interest of consumers." *Walsh Chiropractic, Ltd. v. StrataCare, Inc.*, 752 F. Supp. 2d 896, 913 (S.D. Ill. 2010) (quoting *Brody*, 298 Ill. App. 3d at 160).

PHI says that BCBSTX's "conduct, directed to the healthcare market, threatens the ability of providers, including PHI, to fund substantial operation costs. This conduct, and the financial havoc wreaked by it, threatens the quality of service that PHI and others are able to provide to the public at large, which implicates consumer protection concerns." Dkt. # 32, at 23. Citing *Guardian Flight*, BCBSTX counters that "[t]he NSA shields' consumers 'from liability for any out-of-network coverage costs,' so consumers 'have not suffered – and could not suffer – any concrete injury from [BCBSTX's] failure to cover medical bills that fall within the scope of the NSA.'" Dkt. # 24, at 13 (quoting *Guardian Flight*, 140 F.4th at 278).

"Passing on costs to customers is a recognized consumer protection concern." *Conn. Gen. Life Ins. Co. v. Sw. Surgery Ctr., LLC*, 349 F. Supp. 3d 718, 725 (N.D. Ill. 2018); *see also Beatty*, 2018 WL 3219936, at *11 (plaintiff doctor adequately alleged "implication of consumer protection concerns" against insurer by stating that insurer's unpaid interest charges may shift to the doctor's patients); *Walsh Chiropractic*, 752 F. Supp. 2d at 913 (holding that a consumer nexus is met where complaint alleged facts from which the court could infer that patients of medical providers may be subject to

fee increases as a result of the defendant's alleged fraud on the medical providers). At this stage, the Court is satisfied that PHI's allegations implicate consumer protection concerns.

The ICFA, however, has limited territorial reach. *Avery v. State Farm Mut. Auto. Ins. Co.*, 216 Ill. 2d 100, 185 (2005). A plaintiff must allege "circumstances that relate to the disputed transaction occur primarily and substantially in Illinois." *Id.* at 187. There is "no single formula or bright-line test for determining whether a transaction occurs within [Illinois]." *Id.* Instead, courts consider factors such as where the company is located, where the alleged deception took place, the plaintiff's residence, and where the damage to the plaintiff occurred. *Id.* at 187–88.

PHI argues its amended complaint establishes a sufficient nexus to Illinois because it alleges that BCBSTX is organized under Illinois law and headquartered in Chicago, the non-payment of IDR awards takes place in Chicago, and BCBSTX "sells insurance/administrative services 'from within the state' and engages in trade/commerce as defined by the ICFA." Dkt. # 32, at 24. BCBSTX, in response, points out that PHI provides air ambulance services in Texas, not Illinois, BCBSTX issues and administers health plans in Texas, and BCBSTX communicates with providers like PHI from a Texas address.

PHI's allegations are insufficient. As an initial matter, "the administration of defendant's business in Illinois is insufficient to give a nonresident plaintiff a claim." *Sieving v. Cont'l Cas. Co.*, 535 F. Supp. 3d 762, 771–72 (N.D. Ill. 2021) (quoting

Robinson v. DeVry Educ. Grp., Inc., 2018 WL 828050, at *4 (N.D. Ill. Feb. 12, 2018)). PHI asserts that the non-payment of IDR awards takes place in Chicago, but this claim is contradicted by PHI's own exhibits. The "Provider Claim Summary" and the letter advising PHI that it may avail itself of the IDR process, attached to the amended complaint as Exhibits A and B, were sent from a Texas address. Additionally, none of the services giving rise to the payment disputes between BCBSTX and PHI took place in Illinois. None of health plans covering PHI's services were administered to Illinois residents. PHI does not allege it dealt with any BCBSTX representatives in Illinois. And PHI did not suffer damages in Illinois.

The only reason Illinois is implicated is because BCBSTX is a division of a company headquartered in Illinois. "[W]hether a defendant's headquarters is located in Illinois is a factor to be considered by the Court, but is far from dispositive." *Van Tassel v. United Mktg. Grp., LLC*, 795 F. Supp. 2d 770, 782 (N.D. Ill. 2011). And PHI's claim that it "alleges a policy-drive, systemic business practice rather than one-off Texas field activity," Dkt. # 32, at 24, also does not help its case because "[t]he dissemination of a scheme to defraud from Illinois headquarters is not dispositive either." *Robinson*, 2018 WL 828050, at *4. Considering the totality of PHI's allegations, the Court cannot conclude that "the circumstances that relate to the disputed transaction occur[ed] primarily and substantially in Illinois." *Id.* at *3. Count IV is dismissed, without prejudice.

CONCLUSION

For the foregoing reasons, BCBSTX's Motion to Dismiss [23] is granted. If PHI believes in good faith that it can amend its operative complaint to state a viable claim, it may do so by 7/14/2026. A telephonic status hearing is set for 7/21/2026 at 9:50 a.m.

It is so ordered.

A handwritten signature in black ink, reading "Charles P. Kocoras". The signature is written in a cursive, flowing style.

Charles P. Kocoras
United States District Judge

Date: June 23, 2026

**IN THE UNITED STATES DISTRICT COURT
FOR THE
NORTHERN DISTRICT OF ILLINOIS**

PHI Health, LLC,

Plaintiff,

v.

Health Care Service Corporation,

Defendant.

Case No. 25 C 12406

Judge Charles P. Kocoras

JUDGMENT IN A CIVIL CASE

Judgment is hereby entered (check appropriate box):

☐ in favor of plaintiff
and against defendants

which ☐ includes \$ pre-judgment interest.
☐ does not include pre-judgment interest.

Post-judgment interest accrues. Plaintiff shall recover costs from defendants.

☐ in favor of defendant.
and against plaintiff

☒ other: Case is dismissed with prejudice and Count IV is dismissed without prejudice.

This action was (*check one*):

☐ tried by a jury with Judge presiding, and the jury has rendered a verdict.
☐ tried by Judge without a jury and the above decision was reached.
☒ decided by Judge Charles P. Kocoras on 7/1/2026.

Date: 7/1/2026

Thomas G. Bruton, Clerk of Court

Amanda Scherer, Deputy Clerk

APPX270

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

PHI HEALTH, LLC,	)	
	)	
Plaintiff,	)	
	)	Case No. 25-cv-12406
v.	)	
	)	Hon. Charles P. Kocoras
HEALTH CARE SERVICE CORP., A	)	
MUTUAL LEGAL RESERVE	)	
COMPANY, D/B/A/ BLUE CROSS	)	
BLUE SHIELD OF TEXAS,	)	
	)	
Defendant.	)	

PLAINTIFF PHI HEALTH, LLC'S NOTICE OF APPEAL

Plaintiff PHI Health, LLC (“PHI”) appeals to the United States Court of Appeals for the Seventh Circuit from all orders and decisions, including, without limitation, the Memorandum Order and Opinion granting Defendant’s motion to dismiss rendered on June 23, 2026 (ECF No. 62).

Dated: July 1, 2026

Respectfully submitted,

/s/ Elizabeth H. Lemoine

Brant C. Martin

Texas Bar No. 24002529

brant.martin@wickphillips.com

WICK PHILLIPS GOULD & MARTIN, LLP

100 Throckmorton Street, Suite 150

Fort Worth, Texas 76102

Telephone: (817) 332-7788

Facsimile: (817) 332-7789

Elizabeth H. Lemoine

Texas Bar No. 24027236

elizabeth.lemoine@wickphillips.com

Caitlin C. McNamara

Texas Bar No. 24100691

caitlin.mcnamara@wickphillips.com

WICK PHILLIPS GOULD & MARTIN, LLP

3131 McKinney Avenue, Suite 500

Dallas, Texas 75204

Telephone: (214) 692-6200

Facsimile: (214) 692-6255

L. Brandon Liss (bliss@foxswibel.com)

Natalie Holden (nholden@foxswibel.com)

Fox Swibel Levin & Carroll, LLP

200 West Madison Street, Suite 3000

Chicago, IL 60606

(312) 224-1200 - Telephone

CERTIFICATE OF SERVICE

The undersigned attorney hereby certifies that on July 1, 2026, she caused the foregoing document to be electronically filed with the Clerk of the United States District Court for the Northern District of Illinois, Eastern Division, using the Court's CM/ECF system, which shall send notification of such filing to all counsel of record.

Dated: July 1, 2026

/s/ Elizabeth H. Lemoine
Elizabeth H. Lemoine

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

PHI HEALTH, LLC

Plaintiff,

v.

**HEALTH CARE SERVICES CORP., A
MUTUAL LEGAL RESERVE COMPANY
D/B/A BLUE CROSS BLUE SHIELD,**

Defendant.

Case No. 1:26-cv-02954

Hon. Matthew F. Kennelly

FIRST AMENDED COMPLAINT AND MOTION TO CONFIRM AWARD

Plaintiff PHI Health, LLC (“Plaintiff” or “PHI”) files this Complaint and Motion to Confirm Award against Health Care Services Corporation, a Mutual Legal Reserve Company d/b/a Blue Cross Blue Shield (“Defendant” or “HCSC”), individually and as the agent for the benefits plans it administers and/or insures (the “Plans”), for its failure to pay overdue awards issued pursuant to the No Surprises Act (“NSA”) governing medical billing.

I. INTRODUCTION

1. HCSC is violating the NSA and engaging in similar unfair and deceptive trade practices. Rather than Independent Dispute Resolution (“IDR”) proceedings being a quick, efficient way to resolve payment disputes between out-of-network providers of emergency services and health plans, HCSC, on behalf of itself and as authorized agent for health benefits plans, uses the NSA to further its crusade to deny, delay and underpay out-of-network providers of emergency medical services. After providers receive low initial payments, providers must jump

through the many hoops in the NSA to receive an award of fair compensation. And, once they receive an IDR award, HCSC simply does not pay it or delays payment far beyond the NSA's statutorily-mandated 30-day payment deadline and does not include interest on the late payment. In addition, HCSC encourages and/or directs its clients—Plans and their sponsors—not to comply with the NSA's mandatory payment obligations. This “low pay, late pay or no pay” scheme often results in providers not receiving fair compensation until many months and sometimes years after the emergency transport occurred, if they ever receive it at all.

2. This case seeks enforcement—not review—of binding federal payment determinations. PHI does not ask this Court to revisit the merits of any IDR award. PHI seeks only to compel Defendant to comply with their statutory obligation to pay those awards.

3. The NSA mandates that IDR determinations “shall be binding upon the parties” and that payment “shall be made directly to the nonparticipating provider not later than 30 days” after the determination. These provisions create a mandatory, money-mandating obligation.

4. Defendant has refused to comply with these mandatory obligations. More than 30 days—and in many cases many months—have passed since issuance of the IDR awards, yet Defendant has not paid.

5. Without judicial enforcement, these “binding” awards would be rendered meaningless, and Defendant could ignore federal law with impunity.

6. This scheme also falls squarely within the type of unfair and deceptive trade practice prohibited by the State of Illinois. HCSC, on behalf of itself and the Plans, has late-paid or not paid air ambulance operators *many millions* of dollars in IDR Awards, including \$249,428.76 owed to PHI. HCSC is ignoring federal law and colluding to violate Illinois state law; it must be held accountable.

7. PHI therefore applies, pursuant to the NSA, the Federal Arbitration Act (“FAA”), the Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”), the Illinois Uniform Arbitration Act (“IUAA”), and the Employee Retirement Income Security Act (“ERISA”), and/or as a matter of declaratory and/or equitable relief for a judgment confirming the IDR awards and awarding Plaintiff for \$ 249,428.76 (the “IDR Award Balances Owed”), in addition to attorneys’ fees, costs, and interest. The persistent pattern of delay and denial additionally warrants the recovery of punitive damages from HCSC.

II. PARTIES

Plaintiff

8. Plaintiff PHI Health, LLC is a limited liability company organized under the laws of the State of Louisiana and headquartered in Tempe, Arizona.

9. HCSC is a mutual legal reserve company (i.e., corporation) organized under the laws of the State of Illinois and is headquartered in Chicago, Illinois. HCSC operates the Blue Cross Blue Shield entities in Illinois, Oklahoma, New Mexico, Texas, and Montana. For individuals who are insured by other Blue Cross Blue Shield entities but are treated in these states, HCSC operates as the “home plan” and adjudicates claims on behalf of the Plans and Blue Cross Blue Shield entities. HCSC (a) provides individual health insurance to individuals and their families (e.g., ACA Marketplace plans); (b) fully insures group health and welfare benefits plans; or (c) acts as a third-party administrator (“TPA”) for self-insured health and welfare benefits plans. The plans referenced in the latter two categories are governed by the Employee Retirement and Income Security Act (“ERISA”).

III. JURISDICTION AND VENUE

10. This Court has federal question jurisdiction pursuant to the NSA, which includes a right to payment of IDR awards within thirty days of issuance. *See, e.g.*, 29 U.S.C. § 1185e(c)(5)(A); 42 U.S.C. § 300gg-111(c)(5)(A); 28 U.S.C. § 1331.

7. The Court has personal jurisdiction over HCSC because it is an Illinois company that is headquartered in Chicago, Illinois.

42. Venue is proper under 28 U.S.C. § 1391(b)(2) because PHI's claims arise from HCSC's non-payment of IDR awards, which takes place at its headquarters in this District.

IV. FACTUAL BACKGROUND

A. The Importance of PHI's Service.

11. The air ambulance industry plays an integral role in the American healthcare system, and PHI provides an essential service for many Americans. Air ambulances serve as the only lifeline connecting critically ill and injured patients to healthcare, particularly in rural communities. They transport trauma, stroke, heart attack, and burn patients and other emergent cases requiring critical care. Today, at least one quarter of Americans (85 million) cannot access a Level 1 or 2 trauma center within an hour of when emergency care is needed.¹

12. The delivery of on-demand, life-saving air ambulance services requires substantial investments in specialized aircraft, air bases, technology, personnel, and regulatory compliance systems. As recognized by a bi-partisan group of Senators and Representatives, "When seconds matter, air ambulances have proven to be the best way to care for patients in need."²

¹ <https://www.cornellhealthcarereview.org/post/critical-lifelines-air-ambulances-in-rural-america>

² Estes, Delbene, Bennet, Blackburn Introduce Legislation to Support Ambulances in Rural America, July 30, 2025, <https://estes.house.gov/news/documentsingle.aspx?DocumentID=7091>.

13. HCSC, on behalf of itself and as a director orchestrating action in concert with the Plans and their sponsors, made calculated and deliberate decisions to ignore both their coverage obligations and the IDR process, while at the same time reaping the benefits of the services, on behalf of themselves and the Companies and Plans. This conduct is antithetical to the NSA or to the rational and proper functioning of the U.S. healthcare system.

B. Background on the No Surprises Act.

14. The NSA became effective January 1, 2022. It is implemented and enforced by the combined efforts of the U.S. Departments of Labor, Health and Human Services, and the Treasury (the “Departments”), which together created a mandatory federal dispute resolution process to determine pricing for all out-of-network emergency air ambulance transports of patients who are covered by commercial health plans.

15. The NSA creates a federal obligation for group health plans and health insurers to pay out-of-network providers of air ambulance services. In total, the group health plans and health insurer must pay the applicable “out-of-network rate” due for the service, less any cost-sharing amount owed by the patient.

16. In enacting the NSA, Congress fundamentally altered the legal rights of out-of-network emergency providers. The statute expressly prohibits providers from balance billing patients for emergency services and extinguishes providers’ ability to pursue payment from patients or through state-law or common-law causes of action. In place of those rights, Congress created a comprehensive federal payment scheme under which providers must seek compensation exclusively through the NSA’s negotiation and IDR processes, culminating in a binding payment determination.

17. Pursuant to the statute, a group health plan or insurer has 30 days from which the bill for a covered service is transmitted by the provider to pay or deny the claim. 29 U.S.C. § 1185e (b)(1)(C); 29 U.S.C. § 1185f(a)(3)(A); 42 U.S.C. § 300gg-111(b)(1)(C); 42 U.S.C. § 300gg-112(a)(3). If initial payment is too low, the provider may initiate an “open negotiation period” to attempt to negotiate a higher amount. 29 U.S.C. § 1185e (c)(1)(A); 29 U.S.C. § 1185f (b)(1)(A); 42 U.S.C. § 300gg-111(c)(1)(A); 42 U.S.C. § 300gg-112(b)(1). If the negotiations fail, the provider may initiate the IDR process. 29 U.S.C. § 1185e (c)(1)(B); 29 U.S.C. § 1185f (b)(1)(B); 42 U.S.C. § 300gg-111(c)(1)(B); 42 U.S.C. § 300gg-112(b)(2).

18. The IDR process is baseball-style arbitration. It requires each side to submit position statements and proposed offers of payment for the services at issue to a third-party IDR entity. 29 U.S.C. § 1185e (c)(5), 1185f(b)(5); 42 U.S.C. §§ 300gg-111(c)(5), 300gg-112(b)(5)). The IDR entity considers both proposed offers and a number of statutory factors, and, and based on those factors, “select[s] one of the offers submitted . . . to be the amount of payment.” *Id.*

19. The IDR entity’s “determination” is made “binding” by the NSA. The group health plan or insurer must make any additional “payment required” by the determination “directly to the nonparticipating provider not later than 30 days after the date on which such determination is made” by the IDR entity. 29 U.S.C. § 1185e(c)(5); 29 U.S.C. § 1185f(b)(5); 42 U.S.C. § 300gg-111(c)(5); 42 U.S.C. § 300gg-112(b)(5) (emphasis added).

20. Once a certified IDR entity issues a determination, the NSA affords the losing party only a narrow and time-limited opportunity to seek vacatur on specified grounds. Absent a timely vacatur challenge, the statute makes the determination final and binding and requires payment within thirty (30) days. The NSA does not authorize any federal agency to compel payment of

individual IDR awards to a prevailing provider, making judicial enforcement the sole mechanism by which prevailing providers may obtain the compensation Congress mandated.

C. PHI Filed Arbitration and Prevailed, Yet HCSC Refuse to Pay.

21. The air ambulance services provided by PHI were emergency air ambulance services furnished by a nonparticipating provider to participants or beneficiaries of group health plans and health insurance coverage are considered “qualified IDR items and services” as defined by 45 C.F.R. § 149.510(xi)(A) and 29 C.F.R. § 2590.717 (as to ERISA plans) and therefore qualify for protection and mandatory payment under the NSA, including 29 U.S.C. §§ 1185e(a)(1) and 1185f(a); 42 U.S.C. § 300gg-112(a).

22. Defendant and the beneficiaries of the Plans received the benefit of PHI’s air ambulance services during times of emergent medical needs. In many situations, lives were saved or more serious conditions avoided (and thus the costs associated therewith).

23. PHI followed industry standard billing process for billing HCSC, in its capacity as insurer and plan administrator, for these transports. In response, HCSC sent PHI “Explanation of Benefits” (“EOB”) forms setting forth initial low underpayments to PHI for the two service codes billed for each transport. Because initial payments were deficient, PHI turned to the dispute resolution plan set forth in the NSA. For the claims at issue, in some instances, HCSC invited PHI to participate in dispute resolution. In others, HCSC violated the NSA and failed to include required disclosures about how to initiate the IDR process. 29 C.F.R. § 2590.716-6(d)(1); 45 C.F.R. § 149.140(d)(1).

24. In response to these deficient payments, PHI timely initiated the open negotiation process. The dates on which open negotiation was initiated for the unpaid awards are listed on Exhibit A. The parties were ultimately unable to agree to fair payment for the transports during the open negotiation periods.

25. When open negotiations failed, pursuant to the NSA, PHI timely initiated IDR proceedings by submitting notices of initiation through the federal IDR portal for each of the transports and service codes at issue. The dates on which IDR proceedings were initiated are listed on Exhibit A. The IDR determinations were in PHI's favor, which resulted in PHI being owed additional payments for the out-of-network transports.

26. HCSC received notice of each IDR proceeding and participated in all of them without objecting to PHI's standing or authority to pursue payment.

27. The determinations were issued via written payment determination notices, which include the "IDR Awards." See Exhibits A and B. HCSC has not sought vacatur, modification, or correction of any IDR Awards identified in Exhibits A and B within the three-month period prescribed by law. 9 U.S.C. § 12. Because HCSC failed to invoke the limited vacatur procedures authorized by the NSA and the FAA within the time permitted, the IDR Awards are final and binding. Any objections HCSC has since asserted fall outside the exclusive statutory process for challenging an IDR determination and do not justify non-payment.

28. HCSC frequently does not comply with the 30-day payment requirement. When the claims for services are finally paid, HCSC provides low reimbursement, hoping providers will find the IDR process too burdensome, or providers will fail in one of the numerous steps in the IDR process and/or miss one of the NSA's strict deadlines. This forces providers to go through the costly and burdensome IDR process on every transport.

29. When all of these steps to delay and deny have failed, and PHI finally has binding determination awards from IDR entities in its favor, HCSC simply ignores them.

30. On the occasions when IDR awards are actually paid, HCSC unreasonably delays payment and does not include interest to account for the time value of the money that has been

illegally withheld. For example, HCSC owes PHI \$597,751.53 for IDR awards issued in March 2026 alone. Even after outside counsel becomes involved, HCSC takes months to conduct “investigations” into claims and sometimes misrepresents that outstanding claims are paid when they are not.

31. HCSC knows it is statutorily required to pay IDR awards within 30 days. However, HCSC does not invest in the compliance systems and personnel needed to meet its obligations under federal law, even now, over four (4) years after the adoption of the NSA, and HCSC does nothing to encourage or empower the Plans and companies to pay the awards. HCSC knows it profits from lack of compliance and violation of the mandatory payment obligations of the NSA. HCSC knows the longer it delays payment, the more it earns from the interest and/or investment income.

32. Additionally, HCSC knows it must compete with other companies for the administrative fees those plans generate. By delaying payment or not paying IDR awards, HCSC is able to keep the health plans’ claims costs arbitrarily low, thus incentivizing plans to stay with HCSC and/or using the results to market HCSC services to other health plans.

33. This practice and policy of failure to timely pay IDR awards has become a widespread business practice. This business practice is evidenced by 1) the numerous unpaid and/or late paid IDR awards owed by HCSC to PHI, including the almost \$250,000 due in this case and 2) the fact that other providers of emergency services are being subjected to the same widespread unfair business practices (See *Guardian Flight, LLC v. Aetna Life Insurance Company*, No. 24-00680). Based on the number of similar lawsuits filed throughout the country, many other emergency service providers are subject to the same widespread unfair business practices.

34. On information and belief, from its Illinois headquarters, HCSC regularly reports payment practices, including the timing and non-payment of IDR awards, to the Plans and Companies they administer. The Plans and Companies retain ultimate authority to approve, fund, or withhold payment of amounts determined through the IDR process, including awards that have become final and binding under federal law. By continuing to authorize or tolerate non-payment after receiving notice of binding IDR determinations, the Plans and Companies knowingly ratified and benefitted from the unlawful conduct alleged herein.

35. PHI seeks to enforce the outstanding balances remaining on the IDR Awards. PHI seeks interest on all awards. PHI further seeks post-judgment interest, attorney's fees, costs, punitive damages and equitable relief.

V. CLAIMS

Count 1: Confirmation of IDR Awards Under the NSA (29 U.S.C. § 1185e(c)(6); 29 U.S.C. § 1185f(b)(6)); 26 U.S.C. § 9817; and 42 U.S.C. § 300gg-112)

36. PHI incorporates by reference the allegations of the preceding paragraphs.

37. The NSA creates enforceable rights for providers like PHI. The NSA uses clear, mandatory, rights-creating language, including that a determination of a certified IDR entity “***shall be binding upon the parties involved***” and that payment “***shall be made directly to [PHI] not later than 30 days after*** the date on which such determination is made” by the IDR entity. 29 U.S.C. § 1185e(c)(6); 29 U.S.C. § 1185f(b)(6) (emphasis added).³ These provisions impose a specific obligation to pay a sum certain to providers by a date certain. PHI, as a provider, is within the class of entities the NSA is designed to protect.

38. These provisions are phrased in explicit, rights-creating terms and are unmistakably

³ And, as applicable, 26 U.S.C. § 9817 and 42 U.S.C. § 300gg-112.

focused on the class of entities Congress intended to benefit—out-of-network emergency providers that prevail in the IDR process. They therefore satisfy the standard articulated in *Health & Hosp. Corp. of Marion Cnty. v. Talevski*, 599 U.S. 166 (2023) and *Gonzaga Univ. v. Doe*, 536 U.S. 273 (2002) for the creation of enforceable federal rights.

39. More than 30 days have passed since the IDR Award was issued, and PHI has not received payment. Defendant has not timely filed suit to vacate the IDR Award pursuant to the limited grounds authorized by statute; they simply have not paid the award at all.

40. Under the FAA, any motion to vacate an arbitration award must be served within three months after the award is filed or delivered. 9 U.S.C. § 12. Defendant did not seek vacatur within that period for the IDR Award subject to this case and are therefore barred from collaterally attacking the IDR Award.

41. Because the NSA expressly renders IDR awards “binding” and mandates that payors “shall” pay the determined amounts within 30 days, PHI pursues its right to prompt payment of the IDR Award through this action.

42. The NSA does not merely regulate conduct; it imposes a money-mandating obligation. Congress specified that a prevailing provider is owed a specific amount (as determined by the certified IDR entity), from a specific payor (the plan or insurer that participated in the IDR process), by a date certain (no later than 30 days after the determination). Statutes that impose such mandatory payment obligations have long been understood to create enforceable rights and remedies, particularly where, as here, the obligation is fixed, final, and non-discretionary. *See, e.g., Maine Cmty. Health Options v. United States*, 590 U.S. 296, 324–28 (2020) (“Statutory ‘shall pay’ language often reflects congressional intent to ‘create both a right and a remedy’”).

43. In enacting the NSA, Congress expressly prohibited providers from balance billing

patients and extinguished common-law and state-law avenues for recovery. The IDR process and the mandatory payment obligation that follows a binding determination are the exclusive means by which providers may obtain compensation. It is inconceivable that Congress intended to strip providers of all alternative remedies while simultaneously leaving prevailing providers without any mechanism to enforce binding federal payment determinations.

44. This action does not seek judicial *review* of the merits of any IDR determination. Congress sharply limited judicial review of IDR awards to narrow vacatur grounds under the FAA. 29 U.S.C. § 1185e(c)(5)(E)(i)(II). Judicial *enforcement* of a binding award, however, is categorically different from judicial review and is necessary to give effect to Congress’s command that binding determinations be timely paid. *PHI Health, LLC v. Optimum Choice, Inc. d/b/a United Healthcare*, No. 25-CV-2320-ABA, 2026 WL 850453, at *9 (D. Md. Mar. 27, 2026); *see also Richard Agag, MD v. Cigna Health & Life Ins. Co.*, No. 3:25-CV-00498 (SRU), 2026 WL 1021213, at *13 (D. Conn. Apr. 15, 2026).

45. No federal agency is authorized to enforce payment of individual IDR awards. Although the Departments may impose limited civil monetary penalties for non-compliance, those penalties are payable to the government, are untethered to the amount of any unpaid award, and do not result in payment to the prevailing provider. Absent judicial enforcement, Defendant could ignore binding IDR determinations with impunity, rendering Congress’s carefully constructed dispute-resolution framework meaningless. *PHI Health*, 2026 WL 850453, at *8; *Guardian Flight LLC v. Aetna Life Ins. Co.*, 789 F. Supp. 3d 214, 227–29 (D. Conn. 2025); *Richard Agag, MD*, 2026 WL 1021213, at *13.

46. Absent judicial enforcement, the NSA’s declaration that IDR determinations are “binding” and “shall” be paid would be rendered precatory rather than mandatory, contrary to

Congress's express design.

47. Congress eliminated providers' ability to recover from patients and replaced those rights with a federal payment mechanism. Without judicial enforcement, these statutory rights would be illusory.

48. The amounts owed on unpaid, partially paid, and late-paid awards plus prejudgment and post-judgment interest should be issued as a final judgment.

Count 2: Action for Payment of IDR Award Under FAA
(9 U.S.C. §§ 1, *et seq.*)⁴

49. PHI incorporates by reference the allegations of the preceding paragraphs.

50. The IDR process constitutes arbitration within the meaning of the FAA.

51. Defendant agreed to binding dispute resolution by, *inter alia*, inviting IDR through EOB communications; participating in IDR proceedings; and submitting offers and arguments.

52. The IDR entities acted as neutral adjudicators.

53. The IDR Award is a valid arbitration award that has not been vacated or set aside by any authority.

54. Confirmation is not "judicial review" but rather entry of the awards previously rendered. The IDR Awards should be confirmed by judgment of this Court pursuant to the FAA, 9 U.S.C. § 9.

55. The foregoing declarations, in whole or in part, would settle this ongoing payment controversy. Without a declaration concerning PHI's rights and interests relating to the services it

⁴ This claim is pleaded in the alternative. Plaintiff seeks enforcement of the IDR Award primarily under the NSA itself, which independently renders IDR determinations binding and mandates payment within thirty (30) days. Plaintiff asserts this FAA claim only to the extent the Court were to conclude that the NSA does not itself authorize judicial enforcement of unpaid IDR determinations.

provides and the enforcement of IDR awards, including payment of the IDR Award Balance Owed, PHI will continue to suffer damages on existing and future claims for services.

Count 3: Action for Payment of IDR Awards Under IUAA
(710 ILCS 5/1, et seq.)

57. PHI incorporates by reference the allegations of the preceding paragraphs.

58. HCSC administered the Plans under which PHI provided covered medical services to beneficiaries.

59. PHI and HCSC participated in the IDR process following completion of the required open negotiation period, which establishes an “agreement to arbitrate.”

60. Each disputed claim identified in Exhibit A was submitted to a certified dispute resolution entity acting as a neutral adjudicator.

61. For each claim listed in Exhibit A, the certified IDR entity issued a written determination selecting PHI’s offer and awarding a specific payment amount. Those awards are at Exhibit B.

62. Those IDR determinations are final and binding under federal law.

63. The IDR proceedings constitute arbitration within the meaning of 710 ILCS 5/1 because the parties submitted payment disputes to neutral decisionmakers for final and binding resolution.

64. HCSC has not moved to vacate, modify, or correct any IDR determination within the time permitted under 710 ILCS 5/12 or 710 ILCS 5/13.

65. More than ninety days have elapsed since issuance of the IDR determinations.

66. No statutory grounds exist to vacate or modify the awards.

67. Despite the binding nature of the determinations identified in Exhibit A, HCSC has failed and refused to remit payment in accordance with multiple IDR Awards across multiple Plans.

68. Pursuant to 710 ILCS 5/11, this Court shall confirm the arbitration awards unless grounds are timely urged for vacatur or modification.

69. PHI is entitled to confirmation of each IDR determination identified in Exhibit A and entry of judgment in the amounts awarded, together with applicable interest.

Count 4: Declaratory and Injunctive Relief
(28 U.S.C. § 2201)

70. PHI incorporates by reference the allegations of the preceding paragraphs.

71. PHI brings this claim pursuant to 28 U.S.C. § 2201 for a declaratory judgment regarding its rights to enforcement of the applicable IDR awards and entitlement to the IDR Award Balances Owed.

72. PHI has an actual, tangible, legal interest in the matter at issue, namely, that it is entitled to the IDR Award Balances Owed.

73. HCSC has an adverse or opposing interest to PHI's legal interest.

74. An actual, concrete, and justiciable controversy exists among the parties as it relates to HCSC's obligation to pay the IDR Award Balances Owed, which is thus suited for declaratory relief pursuant to 28 U.S.C. § 2201.

75. Declaratory judgment is appropriate if a justiciable controversy exists as to the rights and status of the parties and the controversy will be resolved by the declaration.

76. PHI seeks a declaration that the IDR Awards at Exhibits A and B are binding on HCSC (either directly or as agent of the health benefit plans listed on Exhibit A), and any objections lodged by HCSC are overruled. PHI further seeks a declaration that HCSC's conduct

in refusing to pay IDR awards that have not been vacated in the limited manner permitted under the NSA is unlawful.

77. As a result of the foregoing declarations, PHI will be protected from HCSC's continued refusal to pay PHI amounts it is owed for its services.

78. Such declarations are proper and necessary under the existing circumstances in order that the Parties may ascertain their rights and obligations.

79. The foregoing declarations, in whole or in part, would settle this ongoing payment controversy. Without a declaration concerning PHI's rights and interests relating to the services it provides and the enforcement of IDR awards, including payment of the IDR Award Balance Owed, PHI will continue to suffer damages on existing and future claims for services.

Count 5: Claim for Enforcement of NSA Under ERISA and Payment of Plan Benefits
(ERISA 29 U.S.C. §§ 1332(a)(1)(B) and 1332(a)(3))

*(Limited to awards involving ERISA plans:
Accounts 360577, 361538, 413683, 435500, 418520, 436602, 443361)*

80. PHI incorporates by reference the allegations of the preceding paragraphs.

81. On information and belief, PHI account numbers 360577, 361538, 413683, 435500, 418520, 436602, 443361 involve patients transported by PHI ("Patients") who, at the time of the transport, were participants in or beneficiaries of employee welfare benefit plans—specifically group health plans—subject to the ERISA. The benefits plans that apply to these accounts will be called the "ERISA Plans," and "ERISA Plans" shall include their plan sponsors and administrators.

82. Upon information and belief, the names of the ERISA Plans and their sponsors are set forth at Exhibit A.

83. With respect to the air ambulance services provided by PHI on the dates set forth on Exhibit A, PHI has been assigned all of Patients' claims under and with respect to the ERISA

Plans, including Patients' rights under 29 U.S.C. §§ 1332(a)(1) and (a)(3) such as to recover benefits due and to seek equitable relief. *See Exhibit C.*

84. PHI thus has stepped into the shoes of Patients and is now considered a beneficiary of the ERISA Plans pursuant to 29 U.S.C. § 1002(8).

85. Subchapter I of ERISA incorporates requirements of the NSA, including NSA's requirement that a determination of a certified IDR entity "shall be binding upon the parties involved" and that payment "shall be made directly to the nonparticipating provider not later than 30 days after the date on which such determination is made." 29 U.S.C. § 1185e(c)(5)(E)(i)(I); *id.* § 1185f(b)(5)(D), (6); *see also id.* § (a)(3)(B).

86. Upon information and belief, the terms of the ERISA Plans incorporate NSA requirements. Among those requirements is the obligation for IDR written determinations to be fully paid within 30 days.

87. As the assigned beneficiary, PHI is entitled to enforce the requirements of the NSA, as incorporated into ERISA and, in turn, the terms of the ERISA Plans—including the duty to pay written determinations within 30 days.

88. On information and belief, the ERISA Plans—including their guarantee of NSA-complaint coverage for air ambulance services—were provided as consideration for labor services provided by Patients or their immediate family members, who also paid at least a portion of the premiums due for such coverage. The benefits purchased with that consideration were supposed to ensure that Patients' air ambulance providers were fully compensated for their services consistent with the terms of the ERISA Plans and ERISA itself.

89. Patients also have a strong and concrete interest in ensuring that their group health plans comply with the NSA's requirement that they fully and promptly satisfy IDR written determinations.

90. Under 29 U.S.C. § 1132(a)(1), PHI, as assignee-beneficiary, is entitled to sue "to recover benefits due to [it] under the terms of his plan, to enforce [its] rights under the terms of the plan, or to clarify [its] rights to future benefits under the terms of the plan."

91. The benefits due to PHI, as assignee-beneficiary, under the terms of the ERISA Plans include the amounts due pursuant to the written determinations. Upon information and belief, the rights of PHI, as assignee-beneficiary, under the terms of the ERISA Plans include having the ERISA Plans (either directly or acting through their administrators) pay the written determination within 30 days.

92. Under 29 U.S.C. § 1132(a)(3), PHI, as assignee-beneficiary, is entitled also to sue "to enjoin any act or practice which violates any provision of [ERISA subchapter I] or the terms of the plan" or "to obtain other appropriate equitable relief (i) to redress such violations or (ii) to enforce any provisions of [ERISA subchapter I] or the terms of the plan." The ERISA Plans' refusal (through their agent, HCSC) to pay written determinations within the 30-day deadline is an act or practice which violates ERISA subchapter I and the terms of the ERISA Plans.

93. The ERISA Plans' and HCSC's failure to pay the written determinations within 30 days (and ongoing refusal to do so) violates the Patients' (and therefore PHI's) rights under ERISA (including 29 U.S.C. §§ 1185e & 1185f) and the terms of the ERISA Plans. That failure to pay constituted an abuse of discretion by i) improperly interpreting and applying the ERISA Plans' terms that are not ambiguous; ii) exercising discretion over non-discretionary terms in the ERISA Plans; and iii) denying PHI payment and benefits under the terms of the ERISA Plans.

94. The denial of payment and benefits owed on written determinations were not substantially justified decisions, were arbitrary and capricious, were unsupported by substantial evidence, constituted abuse of any discretion allowed, and were wrongful under all of the circumstances. The payment obligations with respect to a written determination are automatic and unambiguous.

95. Pursuant to 29 U.S.C. § 1132(a)(1) and/or (a)(3), PHI is therefore entitled to relief including: i) damages in the amount of the unpaid amount on the written determination, plus interest; and ii) an affirmative injunction requiring HCSC and the ERISA Plans to comply with their obligations, under the terms of the ERISA Plans and 29 U.S.C. §§ 1185e & 1185f, to pay immediately the amount overdue on the written determination.

96. PHI further seeks equitable relief prospectively enforcing HCSC's and the ERISA Plans' obligation to pay written determinations due to PHI, as assignee-beneficiary, within thirty days, and all other appropriate equitable relief to redress such violations, such as the filing of quarterly reports with the Court certifying compliance for an appropriate period.

97. Pursuant to 29 U.S.C. § 1132(g), PHI further seeks an award of reasonable attorney's fees and costs incurred in bringing this action.

Count 6: Violation of ICFA
(815 ILCS 505/1, et seq.)

98. PHI incorporates by reference the allegations of the preceding paragraphs.

99. HCSC maintains centralized claims administration, payment processing, and corporate policy functions in Illinois. Decisions regarding whether to honor and remit payment on IDR determinations are made, approved, directed, and implemented in Illinois.

100. The acts and practices alleged herein occurred primarily and substantially in Illinois.

101. HCSC markets and sells health benefit plans to Illinois employers and consumers and publicly represents that it complies with federal law, including the NSA, and supports statutory protections designed to shield consumers from surprise medical bills.

102. In public communications directed to consumers and employers, HCSC represents that it implements and adheres to the NSA's protections and that those protections ensure fairness and prevent unexpected medical costs.

103. These representations are made in trade and commerce and are intended to induce Illinois consumers and employers to purchase and maintain HCSC-insured or administered health coverage.

104. The NSA establishes a mandatory and binding IDR process to determine payment amounts for certain out-of-network services and reflects strong public policy designed to protect consumers and promote marketplace stability.

105. Despite these representations, HCSC has adopted, implemented, and maintained a centralized policy and practice of refusing to timely pay, or refusing to pay at all, binding IDR awards.

106. The IDR Awards for which PHI seeks recovery are identified in Exhibits A and B. For each of these awards, a certified IDR entity issued a final and binding determination selecting PHI's offer and establishing the amount owed. HCSC has failed and refuses to remit payment in accordance with the binding determination.

107. Upon information and belief, HCSC's refusal to honor IDR award is not isolated or inadvertent but constitutes a pattern and practice directed from Illinois, affecting multiple providers, multiple plans, and multiple claims.

108. Upon information and belief, HCSC has implemented corporate policies, procedures, internal directives, or payment review practices originating from its Illinois offices that delay, deny, or disregard payment of binding IDR awards.

109. Such conduct reflects a systemic business practice rather than a mere contractual dispute.

110. HCSC's conduct implicates consumer protection concerns and affects the market generally. Illinois consumers and employers purchase HCSC-insured or administered health plans with the reasonable expectation that HCSC will comply with federal law, including honoring binding IDR determinations.

111. HCSC's centralized refusal to pay IDR awards undermines the reliability of federally mandated consumer protections, distorts the value of the insurance products marketed in Illinois, and threatens provider participation necessary to ensure access to emergency and other covered services.

112. By systematically disregarding binding IDR determinations, HCSC creates a risk that providers will withdraw from serving members of HCSC-administered plans or limit availability of services, thereby harming Illinois consumers and the healthcare marketplace.

113. HCSC's conduct therefore has a direct and substantial nexus to consumer protection concerns in Illinois and is not a private dispute limited to sophisticated commercial actors.

114. HCSC's conduct is unfair within the meaning of the ICFA because it offends the strong public policy embodied in the NSA, which mandates binding resolution of payment disputes to ensure stability and protect consumers.

115. HCSC's conduct is oppressive because providers are prohibited from balance billing patients for amounts beyond those permitted by federal law and therefore must absorb the economic harm resulting from HCSC's refusal to comply with binding IDR determinations.

116. HCSC's conduct causes substantial injury. PHI has suffered economic loss in the form of the unpaid IDR awards identified in Exhibits A and B. In addition, HCSC's conduct undermines consumer confidence in statutory protections and destabilizes the healthcare reimbursement system upon which Illinois consumers depend.

117. HCSC's conduct is deceptive because it publicly represents compliance with and support for NSA protections while internally implementing a policy of nonpayment that is inconsistent with those representations.

118. PHI has suffered actual damages as a direct and proximate result of HCSC's unfair and deceptive acts and practices in an amount equal to the unpaid IDR Awards identified in Exhibits A and B, together with additional consequential damages to be proven at trial.

119. HCSC's conduct was willful and knowing, entitling PHI to actual damages, attorneys' fees, costs, and all other relief available under the ICFA. PHI has suffered substantial injury and an ascertainable loss of money as a result of HCSC's actions. PHI seeks to recover actual, compensatory, consequential, and punitive damages under the ICFA, and attorneys' fees and costs under 815 ILCS 505/10a(c), pre- and post-judgment interest, and injunctive relief prohibiting HCSC from engaging in the unfair and deceptive practices described above.

VI. MOTION TO CONFIRM IDR AWARDS

120. PHI incorporates by reference the allegations of the preceding paragraphs.

121. In the alternative to enforcing the IDR Awards through an implied right of action or as a binding arbitration award, PHI requests that the Court confirm the awards pursuant to the NSA.

122. By refusing to pay the IDR Awards at Exhibit B, HCSC is violating the NSA.

123. PHI seeks to confirm earlier judgments by IDR entities. During the IDR process, the parties' bids and supporting documentation were already considered by the IDR entities. PHI does not seek to re-litigate the outcome of these awards.

124. The NSA provides that IDR awards "shall be binding" and "shall not be subject to judicial review" (with the exception of paragraphs (1) through (4) of the FAA). Because a court does not examine the merits of IDR awards, it is not engaging in "judicial review," and the NSA does not bar confirmation of IDR awards. *Richard Agag, MD v. Cigna Health & Life Ins. Co.*, No. 3:25-CV-00498 (SRU), 2026 WL 1021213 (D. Conn. Apr. 15, 2026).

125. Therefore, in the alternative to its claim under the NSA and request for enforcement under the federal and state arbitration acts, PHI moves for judicial confirmation of the awards at Exhibit B.

VII. JURY TRIAL DEMAND

126. PHI demands a trial by jury.

VIII. PRAYER

WHEREFORE, PHI respectfully prays for judgment against HCSC for the following damages and relief:

- a. Enforcement of the IDR Awards listed on Exhibits A and B, including entering judgment for the IDR Award Balances Owed, as required by federal law under the NSA or, alternatively, the FAA or IUAA;
- b. Alternatively, a judicial order confirming the IDR Awards;
- c. With respect to the portion of IDR Awards unpaid as of the date of judgment, the amount outstanding on each IDR Award plus interest or the return on investment realized by HCSC on the amount owed for each IDR Award from the 31st day after each decision was issued until the date of judgment;
- d. Declaratory judgment that IDR Awards are binding on HCSC;
- e. Consequential damages under the ICFA;

- f. Benefits and/or equitable relief under ERISA, as set forth above;
- g. Pre- and post- judgment interest;
- h. Attorney's fees, costs of suit, and punitive damages;
- i. Equitable relief requiring HCSC to comply with the NSA by paying the IDR Award Balances Owed and by paying all future IDR awards within 30 days;
- j. Temporary and narrowly tailored equitable relief, including reporting or certification obligations, necessary to remedy HCSC's demonstrated pattern of repeated non-compliance with binding IDR determinations and to ensure prospective adherence to federal law;
- k. Declaratory judgment that IDR determinations entered in proceedings between PHI and HCSC are final and binding unless vacated and must be paid within 30 days as required by the NSA; and
- l. Any and all additional legal or equitable relief to which PHI may be entitled, and this Court deems just and proper.

Dated: May 8, 2026

Respectfully submitted,

PHI HEALTH, LLC

By: /s/ Elizabeth H. Lemoine
One of its attorneys

Elizabeth H. Lemoine (*Pro Hac Vice*)
elizabeth.lemoine@wickphillips.com
Wick Phillips Gould & Martin LLP
3131 McKinney Ave., Suite 500
Dallas, TX 75204
(214) 692-6200

Brant C. Martin (*Pro Hac Vice*)
Brant.martin@wickphillips.com
Wick Phillips Gould & Martin LLP
100 Throckmorton Street, Suite 1500
Fort Worth, TX 76102
(817) 332-7788

L. Brandon Liss (bliss@foxswibel.com)
Natalie Holden (nholden@foxswibel.com)
Fox Swibel Levin & Carroll, LLP
200 West Madison Street, Suite 3000
Chicago, IL 60606
(312) 224-1200

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing document was served upon all counsel of record on May 8, 2026 via CM/ECF in accordance with the Federal Rules of Civil Procedure.

/s/ Elizabeth H. Lemoine
Elizabeth H. Lemoine

EXHIBIT A

APPX299

Acct No.	DISP No.	Plan	Date of Service	Date of Payment	Date of Open Negotiation	Date of Commence ment of IDR	IDR Decision Date	Amount Outstanding
360557	DISP-186333	Daugherty Systems, Inc. d/b/a Daugherty Business Solutions	4/7/2022	9/20/2022	11/2/2022	12/19/2022	6/1/2023	\$413.71
360557	DISP-186332	Daugherty Systems, Inc. d/b/a Daugherty Business Solutions	4/7/2022	9/20/2022	11/2/2022	12/19/2022	10/31/2023	\$16,089.07
361538	DISP-107026	Texas Municipal League Benefits Pool	4/22/2022	7/22/2022	8/30/2022	10/18/2022	2/3/2025	\$17,754.40
413683	DISP-2896658	Walmart	6/26/2024	1/29/2025	2/14/2025	4/1/2025	4/29/2025	\$14,606.68
418520	DISP-4360423	City of Lordsburg (NM)	9/3/2024	5/9/2025	6/9/2025	7/24/2025	11/14/2025	\$45,041.85
419562	DISP-2286846	ACA Marketplace	9/18/2024	10/1/2024	11/5/2024	12/20/2024	1/23/2026	\$30,307.20
427222	DISP-2914741	ACA Marketplace	1/13/2025	1/31/2025	2/19/2025	4/3/2025	4/29/2025	\$35,845.10
427222	DISP-2914742	ACA Marketplace	1/13/2025	1/31/2025	2/19/2025	4/3/2025	4/29/2025	\$15,262.80
435500	DISP-3977045	American Maritime Officers	5/30/2025	6/17/2025	7/18/2025	9/2/2025	9/30/2025	\$12,528.83
435500	DISP-3977044	American Maritime Officers	5/30/2025	6/17/2025	7/18/2025	9/2/2025	9/30/2025	\$24,959.64
436602	DISP-4485633	Oldcastle Building Envelope	6/21/2025	9/3/2025	9/24/2025	11/7/2025	1/14/2026	\$11,689.43
443361	DISP-4762405	Omni Valve Co.	9/30/2025	10/8/2025	10/29/2025	12/15/2025	1/27/2026	\$24,930.05

\$249,428.76

EXHIBIT B

APPX301

IDR dispute status: Payment Determination Made
IDR reference number: DISP-107026

Federal Hearings and Appeals Services, Inc. has reviewed your Federal Independent Dispute Resolution (IDR) dispute with reference number **DISP-107026** and has determined that Blue Cross Blue Shield of Texas is the prevailing party in this dispute.

After considering all permissible information submitted by both parties, Federal Hearings and Appeals Services, Inc. has determined that the out-of-network payment amount of **\$12,000.00** offered by Blue Cross Blue Shield of Texas is the appropriate out-of-network rate for the service A0431 on claim number 0202212203073570C under this dispute.

Federal Hearings and Appeals Services, Inc. based this determination on a review of the following:

PHI Health. LLC submitted an offer of \$29,754.40

Blue Cross Blue Shield of Texas submitted an offer of \$12,000.00

For each of the following determination factors, an “x” in the Initiating Party and/or Non-Initiating Party column means the party provided supporting information.

	Additional Circumstances	Initiating Party	Non-Initiating Party
1	The quality and outcomes measurements of the provider that furnished such services		
2	The acuity of the individual receiving such services or the complexity of furnishing such services to such individual		
3	The training, experience, and quality of the medical personnel that furnished such services		
4	Ambulance vehicle type, including the clinical capability level of such vehicle		
5	Population density of the pick up location (such as urban, suburban, rural, or frontier)		
6	Demonstrations of good faith efforts (or lack of good faith efforts) made by the disputing parties to enter into network agreements and, if applicable, contracted rates between the disputing parties during the previous 4 plan years		
7	Additional information submitted by a party		

Final Determination Rationale

After a complete and careful consideration of the totality of the evidence as promulgated in 45 CFR 149.510(c)(4) which does not include information on the prohibited factors described in 45 CFR 149.510(c)(4)(v), and after applying the No Surprises Act statutory provisions, Blue Cross Blue Shield of Texas’s offer best represents the value of the services that are the subject of this unique payment determination.

APPX302

Both the Prevailing Party and the Non-Prevailing Party submitted an offer and credible information representing their valuation of the service(s) provided. FHAS found that the Prevailing Party's offer best represents the value of the out-of-network service(s) due to the submitted, credible information for the following factors:

- Single offer and single fee received

Please note that while all factors are reviewed as required under 45 CFR 149.510(c)(4), the submitted evidence and information associated with the aforementioned factors demonstrated the prevailing party's offer best represents the value of the out-of-network service(s) in this particular case.

Next Step:

If any amount is due to either party, it must be paid **not later than 30 calendar days** after the date of this notification, as follows:

- **A plan, issuer, or Federal Employees Health Benefits (FEHB) Program carrier owes a payment to a non-participating provider of air ambulance services**, when the amount of the offer selected by the certified IDR entity exceeds the sum of 1) any initial payment the plan, issuer, or FEHB carrier has paid to the non-participating provider, and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.
- **A non-participating provider of air ambulance services owes a refund to a plan, issuer, or FEHB carrier** when the offer selected by the certified IDR entity is less than the sum of 1) any initial payment the plan, issuer, or FEHB carrier has paid to the non-participating provider and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.

NOTE: The non-prevailing party is ultimately responsible for the certified IDR entity fee, which is retained by the certified IDR entity for the services performed. Federal Hearings and Appeals Services, Inc. has determined that PHI Health. LLC is the non-prevailing party in DISP-107026 and is responsible for paying the certified IDR entity fee. The certified IDR entity fee that was paid by the prevailing party will be returned to Blue Cross Blue Shield of Texas by the certified IDR entity within 30 business days of the date of this notification.

Pursuant to the Federal Employees Health Benefits Act at 5 U.S.C. 8902(p), Internal Revenue Code sections 9816(c)(5)(E) and 9817(b)(5)(D), Employee Retirement Income Security Act sections 716(c)(5)(E) and 717(b)(5)(D), and Public Health Service Act sections 2799A-1(c)(5)(E) and 2799A-2(b)(5)(D), and their implementing regulations at 5 CFR 890.114, 26 CFR 54.9816-8T (c)(4)(vii), 29 CFR 2590.716-8(c)(4)(vii) and 45 CFR 149.510(c)(4)(vii), this determination is legally binding unless there is fraud or evidence of intentional misrepresentation of material facts to the certified IDR entity by any party regarding the dispute.

The party that initiated the Federal IDR Process may not submit a subsequent Notice of IDR Initiation involving the same other party with respect to a claim for the same or similar service that was the subject of

this dispute during the 90-calendar-day suspension period following the date of this email, also referred to as the “cooling off” period.

If the initiating party was a provider, the provider is identified by the National Provider Identifier (NPI) or Taxpayer Identification Number (TIN). During the cooling off period, the provider may not submit a subsequent Notice of IDR Initiation involving the same non-initiating party with respect to a claim billed under the same NPI or TIN for the same or similar service.

The initiating party with respect to dispute number DISP-107026 was PHI Health. LLC. The initiating party's . The non-initiating party was Blue Cross Blue Shield of Texas. The 90-calendar day cooling off period begins on June 29, 2023 . Please retain this information for your records.

If the end of the open negotiation period for such service falls during the cooling off period, either party may submit a Notice of IDR Initiation within 30 business days following the end of the cooling off period, as opposed to the standard 4-business-day period following the end of the open negotiation period. This 30-business-day period begins on the day after the last day of the cooling off period.

Resources

Visit the [No Surprises website](#) for additional IDR resources.

Contact information

For questions, contact Federal Hearings and Appeals Services, Inc.. Include your IDR Reference number referenced above.

Thank you,

Federal Hearings and Appeals Services, Inc.

Privileged and Confidential: The information contained in this e-mail message, including any attachments, is intended only for the personal and confidential use of the intended recipient(s) and may contain confidential and privileged information as well as information protected by the Privacy Act of 1974. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please immediately contact the sender by reply e-mail and delete all copies of the original message.

IDR dispute status: Payment Determination Made

IDR reference number: DISP-2896658

Federal Hearings and Appeals Services, Inc. has reviewed your Federal Independent Dispute Resolution (IDR) dispute with reference number **DISP-2896658** and has determined that PHI Health, LLC is the prevailing party in this dispute.

After considering all permissible information submitted by both parties, Federal Hearings and Appeals Services, Inc. has determined that the out-of-network payment amount of **\$23,293.80** offered by PHI Health, LLC is the appropriate out-of-network rate for the service A0436 on claim number 0202427150B15780X under this dispute.

Federal Hearings and Appeals Services, Inc. based this determination on a review of the following:

PHI Health, LLC submitted an offer of \$23,293.80

BLUE CROSS BLUE SHIELD TEXAS submitted an offer of \$9,567.75

For each of the following determination factors, an “x” in the Initiating Party and/or Non-Initiating Party column means the party provided supporting information.

	Additional Circumstances	Initiating Party	Non-Initiating Party
1	The quality and outcomes measurements of the provider that furnished such services	X	
2	The acuity of the individual receiving such services or the complexity of furnishing such services to such individual	X	
3	The training, experience, and quality of the medical personnel that furnished such services	X	
4	Ambulance vehicle type, including the clinical capability level of such vehicle	X	
5	Population density of the pick up location (such as urban, suburban, rural, or frontier)	X	
6	Demonstrations of good faith efforts (or lack of good faith efforts) made by the disputing parties to enter into network agreements and, if applicable, contracted rates between the disputing parties during the previous 4 plan years	X	
7	Additional information submitted by a party	X	X

Final Determination Rationale

After a complete and careful consideration of the totality of the evidence as promulgated in 45 CFR 149.510(c)(4) which does not include information on the prohibited factors described in 45 CFR 149.510(c)(4)(v), and after applying the No Surprises Act statutory provisions, PHI Health, LLC’s offer best represents the value of the services that are the subject of this unique payment determination.

APPX305

Both the Prevailing Party and the Non-Prevailing Party submitted an offer and credible information representing their valuation of the service(s) provided. FHAS found that the Prevailing Party's offer best represents the value of the out-of-network service(s) due to the submitted, credible information for the following factors:

The Initiating party's credible evidence of patient acuity was of substantial weight in this adjudication. The Initiating party's documentation regarding additional information was of limited value in reaching a payment determination in this matter. The Initiating party's credible evidence of prior contracted rates and good faith negotiations effort was of substantial weight in this adjudication. The Initiating party's evidence supporting the level of training and experience and/ or the quality and outcome measurements added significant weight in reaching a payment determination. The Initiating party's evidence supporting the population density at the point of pick-up added significant weight in reaching a payment determination. The Initiating party's evidence supporting the QPA added significant weight in reaching a payment determination. The Initiating party's information regarding the quality and outcome measurements of the provider was of limited value in reaching a payment determination in this matter. The Initiating party's evidence supporting ambulance vehicle type, including clinical capabilities of vehicle, added significant weight in reaching a payment determination. The Non-Initiating party's documentation regarding additional information was of limited value in reaching a payment determination in this matter. The Non-Initiating party's evidence supporting the QPA added significant weight in reaching a payment determination.

Please note that while all factors are reviewed as required under 45 CFR 149.510(c)(4), the submitted evidence and information associated with the aforementioned factors demonstrated the prevailing party's offer best represents the value of the out-of-network service(s) in this particular case.

Next Step:

If any amount is due to either party, it must be paid **not later than 30 calendar days** after the date of this notification, as follows:

- **A plan, issuer, or Federal Employees Health Benefits (FEHB) Program carrier owes a payment to a non-participating provider of air ambulance services**, when the amount of the offer selected by the certified IDR entity exceeds the sum of 1) any initial payment the plan, issuer, or FEHB carrier has paid to the non-participating provider, and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.
- **A non-participating provider of air ambulance services owes a refund to a plan, issuer, or FEHB carrier** when the offer selected by the certified IDR entity is less than the sum of 1) any initial payment the plan, issuer, or FEHB carrier has paid to the non-participating provider and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.

NOTE: The non-prevailing party is ultimately responsible for the certified IDR entity fee, which is retained by the certified IDR entity for the services performed. Federal Hearings and Appeals Services, Inc. has determined that BLUE CROSS BLUE SHIELD TEXAS is the non-prevailing party in DISP-2896658 and is responsible for paying the certified IDR entity fee. The certified IDR entity fee that was paid by the prevailing party will be returned to PHI Health, LLC by the certified IDR entity within 30 business days of the date of this notification.

Pursuant to the Federal Employees Health Benefits Act at 5 U.S.C. 8902(p), Internal Revenue Code sections 9816(c)(5)(E) and 9817(b)(5)(D), Employee Retirement Income Security Act sections 716(c)(5)(E) and 717(b)(5)(D), and Public Health Service Act sections 2799A-1(c)(5)(E) and 2799A-2(b)(5)(D), and their implementing regulations at 5 CFR 890.114, 26 CFR 54.9816-8T (c)(4)(vii), 29 CFR 2590.716-8(c)(4)(vii) and 45 CFR 149.510(c)(4)(vii), this determination is legally binding unless there is fraud or evidence of intentional misrepresentation of material facts to the certified IDR entity by any party regarding the dispute.

The party that initiated the Federal IDR Process may not submit a subsequent Notice of IDR Initiation involving the same other party with respect to a claim for the same or similar service that was the subject of this dispute during the 90-calendar-day suspension period following the date of this email, also referred to as the “cooling off” period.

If the initiating party was a provider, the provider is identified by the National Provider Identifier (NPI) or Taxpayer Identification Number (TIN). During the cooling off period, the provider may not submit a subsequent Notice of IDR Initiation involving the same non-initiating party with respect to a claim billed under the same NPI or TIN for the same or similar service.

The initiating party with respect to dispute number DISP-2896658 was PHI Health, LLC. The initiating party’s NPI is 1306289996 and TIN is 721404705. The non-initiating party was BLUE CROSS BLUE SHIELD TEXAS. The 90-calendar day cooling off period begins on April 29, 2025 . Please retain this information for your records.

If the end of the open negotiation period for such service falls during the cooling off period, either party may submit a Notice of IDR Initiation within 30 business days following the end of the cooling off period, as opposed to the standard 4-business-day period following the end of the open negotiation period. This 30-business-day period begins on the day after the last day of the cooling off period.

Resources

Visit the [No Surprises website](#) for additional IDR resources.

Contact information

For questions, contact Federal Hearings and Appeals Services, Inc.. Include your IDR Reference number referenced above.

Thank you,

Federal Hearings and Appeals Services, Inc.

Privileged and Confidential: The information contained in this e-mail message, including any attachments, is intended only for the personal and confidential use of the intended recipient(s) and may contain confidential and privileged information as well as information protected by the Privacy Act of 1974. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please immediately contact the sender by reply e-mail and delete all copies of the original message.

IDR dispute status: Payment Determination Made
IDR reference number: DISP-2914742

Federal Hearings and Appeals Services, Inc. has reviewed your Federal Independent Dispute Resolution (IDR) dispute with reference number **DISP-2914742** and has determined that PHI Health, LLC is the prevailing party in this dispute.

After considering all permissible information submitted by both parties, Federal Hearings and Appeals Services, Inc. has determined that the out-of-network payment amount of **\$16,409.20** offered by PHI Health, LLC is the appropriate out-of-network rate for the service A0436 on claim number 02025015508389C0X under this dispute.

Federal Hearings and Appeals Services, Inc. based this determination on a review of the following:

PHI Health, LLC submitted an offer of \$16,409.20

BLUE CROSS BLUE SHIELD TEXAS submitted an offer of \$3,525.68

For each of the following determination factors, an “x” in the Initiating Party and/or Non-Initiating Party column means the party provided supporting information.

	Additional Circumstances	Initiating Party	Non-Initiating Party
1	The quality and outcomes measurements of the provider that furnished such services	X	
2	The acuity of the individual receiving such services or the complexity of furnishing such services to such individual	X	
3	The training, experience, and quality of the medical personnel that furnished such services	X	
4	Ambulance vehicle type, including the clinical capability level of such vehicle	X	
5	Population density of the pick up location (such as urban, suburban, rural, or frontier)		
6	Demonstrations of good faith efforts (or lack of good faith efforts) made by the disputing parties to enter into network agreements and, if applicable, contracted rates between the disputing parties during the previous 4 plan years	X	
7	Additional information submitted by a party	X	X

Final Determination Rationale

After a complete and careful consideration of the totality of the evidence as promulgated in 45 CFR 149.510(c)(4) which does not include information on the prohibited factors described in 45 CFR 149.510(c)(4)(v), and after applying the No Surprises Act statutory provisions, PHI Health, LLC’s offer best represents the value of the services that are the subject of this unique payment determination.

APPX308

Both the Prevailing Party and the Non-Prevailing Party submitted an offer and credible information representing their valuation of the service(s) provided. FHAS found that the Prevailing Party's offer best represents the value of the out-of-network service(s) due to the submitted, credible information for the following factors:

The Initiating party's credible evidence of patient acuity was of substantial weight in this adjudication. The Initiating party's documentation regarding additional information was of limited value in reaching a payment determination in this matter. The Initiating party's credible evidence of prior contracted rates and good faith negotiations effort was of substantial weight in this adjudication. The Initiating party's evidence supporting the level of training and experience and/ or the quality and outcome measurements added significant weight in reaching a payment determination. The Initiating party's evidence supporting the QPA added significant weight in reaching a payment determination. The Initiating party's information regarding the quality and outcome measurements of the provider was of limited value in reaching a payment determination in this matter. The Initiating party's evidence supporting ambulance vehicle type, including clinical capabilities of vehicle, added significant weight in reaching a payment determination. The Non-Initiating party's documentation regarding additional information was of limited value in reaching a payment determination in this matter. The Non-Initiating party's evidence supporting the QPA added significant weight in reaching a payment determination.

Please note that while all factors are reviewed as required under 45 CFR 149.510(c)(4), the submitted evidence and information associated with the aforementioned factors demonstrated the prevailing party's offer best represents the value of the out-of-network service(s) in this particular case.

Next Step:

If any amount is due to either party, it must be paid **not later than 30 calendar days** after the date of this notification, as follows:

- **A plan, issuer, or Federal Employees Health Benefits (FEHB) Program carrier owes a payment to a non-participating provider of air ambulance services**, when the amount of the offer selected by the certified IDR entity exceeds the sum of 1) any initial payment the plan, issuer, or FEHB carrier has paid to the non-participating provider, and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.
- **A non-participating provider of air ambulance services owes a refund to a plan, issuer, or FEHB carrier** when the offer selected by the certified IDR entity is less than the sum of 1) any initial payment the plan, issuer, or FEHB carrier has paid to the non-participating provider and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.

NOTE: The non-prevailing party is ultimately responsible for the certified IDR entity fee, which is retained by the certified IDR entity for the services performed. Federal Hearings and Appeals Services, Inc. has determined that BLUE CROSS BLUE SHIELD TEXAS is the non-prevailing party in DISP-2914742 and is responsible for paying the certified IDR entity fee. The certified IDR entity fee that was paid by the prevailing party will be returned to PHI Health, LLC by the certified IDR entity within 30 business days of the date of this notification.

Pursuant to the Federal Employees Health Benefits Act at 5 U.S.C. 8902(p), Internal Revenue Code sections 9816(c)(5)(E) and 9817(b)(5)(D), Employee Retirement Income Security Act sections 716(c)(5)(E) and 717(b)(5)(D), and Public Health Service Act sections 2799A-1(c)(5)(E) and 2799A-2(b)(5)(D), and their implementing regulations at 5 CFR 890.114, 26 CFR 54.9816-8T (c)(4)(vii), 29 CFR 2590.716-8(c)(4)(vii) and 45 CFR 149.510(c)(4)(vii), this determination is legally binding unless there is fraud or evidence of intentional misrepresentation of material facts to the certified IDR entity by any party regarding the dispute.

The party that initiated the Federal IDR Process may not submit a subsequent Notice of IDR Initiation involving the same other party with respect to a claim for the same or similar service that was the subject of this dispute during the 90-calendar-day suspension period following the date of this email, also referred to as the “cooling off” period.

If the initiating party was a provider, the provider is identified by the National Provider Identifier (NPI) or Taxpayer Identification Number (TIN). During the cooling off period, the provider may not submit a subsequent Notice of IDR Initiation involving the same non-initiating party with respect to a claim billed under the same NPI or TIN for the same or similar service.

The initiating party with respect to dispute number DISP-2914742 was PHI Health, LLC. The initiating party’s NPI is 1306289996 and TIN is 721404705. The non-initiating party was BLUE CROSS BLUE SHIELD TEXAS. The 90-calendar day cooling off period begins on April 29, 2025 . Please retain this information for your records.

If the end of the open negotiation period for such service falls during the cooling off period, either party may submit a Notice of IDR Initiation within 30 business days following the end of the cooling off period, as opposed to the standard 4-business-day period following the end of the open negotiation period. This 30-business-day period begins on the day after the last day of the cooling off period.

Resources

Visit the [No Surprises website](#) for additional IDR resources.

Contact information

For questions, contact Federal Hearings and Appeals Services, Inc.. Include your IDR Reference number referenced above.

Thank you,

Federal Hearings and Appeals Services, Inc.

Privileged and Confidential: The information contained in this e-mail message, including any attachments, is intended only for the personal and confidential use of the intended recipient(s) and may contain confidential and privileged information as well as information protected by the Privacy Act of 1974. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please immediately contact the sender by reply e-mail and delete all copies of the original message.

IDR dispute status: Payment Determination Made
IDR reference number: DISP-2914741

Federal Hearings and Appeals Services, Inc. has reviewed your Federal Independent Dispute Resolution (IDR) dispute with reference number **DISP-2914741** and has determined that PHI Health, LLC is the prevailing party in this dispute.

After considering all permissible information submitted by both parties, Federal Hearings and Appeals Services, Inc. has determined that the out-of-network payment amount of **\$40,125.73** offered by PHI Health, LLC is the appropriate out-of-network rate for the service A0431 on claim number 02025015508389C0X under this dispute.

Federal Hearings and Appeals Services, Inc. based this determination on a review of the following:

PHI Health, LLC submitted an offer of \$40,125.73

BLUE CROSS BLUE SHIELD TEXAS submitted an offer of \$13,054.18

For each of the following determination factors, an “x” in the Initiating Party and/or Non-Initiating Party column means the party provided supporting information.

	Additional Circumstances	Initiating Party	Non-Initiating Party
1	The quality and outcomes measurements of the provider that furnished such services	X	
2	The acuity of the individual receiving such services or the complexity of furnishing such services to such individual	X	X
3	The training, experience, and quality of the medical personnel that furnished such services	X	
4	Ambulance vehicle type, including the clinical capability level of such vehicle	X	X
5	Population density of the pick up location (such as urban, suburban, rural, or frontier)		
6	Demonstrations of good faith efforts (or lack of good faith efforts) made by the disputing parties to enter into network agreements and, if applicable, contracted rates between the disputing parties during the previous 4 plan years	X	
7	Additional information submitted by a party	X	

Final Determination Rationale

After a complete and careful consideration of the totality of the evidence as promulgated in 45 CFR 149.510(c)(4) which does not include information on the prohibited factors described in 45 CFR 149.510(c)(4)(v), and after applying the No Surprises Act statutory provisions, PHI Health, LLC's offer best represents the value of the services that are the subject of this unique payment determination.

APPX311

Both the Prevailing Party and the Non-Prevailing Party submitted an offer and credible information representing their valuation of the service(s) provided. FHAS found that the Prevailing Party's offer best represents the value of the out-of-network service(s) due to the submitted, credible information for the following factors:

The Initiating party's credible evidence of patient acuity was of substantial weight in this adjudication. The Initiating party's evidence supporting additional information added significant weight in reaching a payment determination. The Initiating party's evidence supporting prior contracted rates and good faith negotiations effort added significant weight in reaching a payment determination. The Initiating party's evidence supporting the level of training and experience and/ or the quality and outcome measurements was of substantial weight in this adjudication. The Initiating party's information regarding the QPA was of limited value in reaching a payment determination in this matter. The Initiating party's credible evidence of the quality and outcome measurements was of substantial weight in this adjudication. The Initiating party's credible evidence of ambulance vehicle type, including clinical capabilities of vehicle, was of substantial weight in this adjudication. The Non-Initiating party's information regarding patient acuity was of limited value in reaching a payment determination in this matter. The Non-Initiating party's information regarding the QPA was of limited value in reaching a payment determination in this matter. The Non-Initiating party's evidence supporting ambulance vehicle type, including clinical capabilities of vehicle, and good faith negotiations effort added significant weight in reaching a payment determination.

Please note that while all factors are reviewed as required under 45 CFR 149.510(c)(4), the submitted evidence and information associated with the aforementioned factors demonstrated the prevailing party's offer best represents the value of the out-of-network service(s) in this particular case.

Next Step:

If any amount is due to either party, it must be paid **not later than 30 calendar days** after the date of this notification, as follows:

- **A plan, issuer, or Federal Employees Health Benefits (FEHB) Program carrier owes a payment to a non-participating provider of air ambulance services**, when the amount of the offer selected by the certified IDR entity exceeds the sum of 1) any initial payment the plan, issuer, or FEHB carrier has paid to the non-participating provider, and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.
- **A non-participating provider of air ambulance services owes a refund to a plan, issuer, or FEHB carrier** when the offer selected by the certified IDR entity is less than the sum of 1) any initial payment the plan, issuer, or FEHB carrier has paid to the non-participating provider and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.

NOTE: The non-prevailing party is ultimately responsible for the certified IDR entity fee, which is retained by the certified IDR entity for the services performed. Federal Hearings and Appeals Services, Inc. has determined that BLUE CROSS BLUE SHIELD TEXAS is the non-prevailing party in DISP-2914741 and is responsible for paying the certified IDR entity fee. The certified IDR entity fee that was paid by the prevailing party will be returned to PHI Health, LLC by the certified IDR entity within 30 business days of the date of this notification.

Pursuant to the Federal Employees Health Benefits Act at 5 U.S.C. 8902(p), Internal Revenue Code sections 9816(c)(5)(E) and 9817(b)(5)(D), Employee Retirement Income Security Act sections 716(c)(5)(E) and 717(b)(5)(D), and Public Health Service Act sections 2799A-1(c)(5)(E) and 2799A-2(b)(5)(D), and their implementing regulations at 5 CFR 890.114, 26 CFR 54.9816-8T (c)(4)(vii), 29 CFR 2590.716-8(c)(4)(vii) and 45 CFR 149.510(c)(4)(vii), this determination is legally binding unless there is fraud or evidence of intentional misrepresentation of material facts to the certified IDR entity by any party regarding the dispute.

The party that initiated the Federal IDR Process may not submit a subsequent Notice of IDR Initiation involving the same other party with respect to a claim for the same or similar service that was the subject of this dispute during the 90-calendar-day suspension period following the date of this email, also referred to as the “cooling off” period.

If the initiating party was a provider, the provider is identified by the National Provider Identifier (NPI) or Taxpayer Identification Number (TIN). During the cooling off period, the provider may not submit a subsequent Notice of IDR Initiation involving the same non-initiating party with respect to a claim billed under the same NPI or TIN for the same or similar service.

The initiating party with respect to dispute number DISP-2914741 was PHI Health, LLC. The initiating party’s NPI is 1306289996 and TIN is 721404705. The non-initiating party was BLUE CROSS BLUE SHIELD TEXAS. The 90-calendar day cooling off period begins on April 30, 2025 . Please retain this information for your records.

If the end of the open negotiation period for such service falls during the cooling off period, either party may submit a Notice of IDR Initiation within 30 business days following the end of the cooling off period, as opposed to the standard 4-business-day period following the end of the open negotiation period. This 30-business-day period begins on the day after the last day of the cooling off period.

Resources

Visit the [No Surprises website](#) for additional IDR resources.

Contact information

For questions, contact Federal Hearings and Appeals Services, Inc.. Include your IDR Reference number referenced above.

Thank you,

Federal Hearings and Appeals Services, Inc.

Privileged and Confidential: The information contained in this e-mail message, including any attachments, is intended only for the personal and confidential use of the intended recipient(s) and may contain confidential and privileged information as well as information protected by the Privacy Act of 1974. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please immediately contact the sender by reply e-mail and delete all copies of the original message.

IDR dispute status: Payment Determination Made
IDR reference number: DISP-3977044

Federal Hearings and Appeals Services, Inc. has reviewed your Federal Independent Dispute Resolution (IDR) dispute with reference number **DISP-3977044** and has determined that PHI Health, LLC is the prevailing party in this dispute.

After considering all permissible information submitted by both parties, Federal Hearings and Appeals Services, Inc. has determined that the out-of-network payment amount of **\$36,733.40** offered by PHI Health, LLC is the appropriate out-of-network rate for the service A0431 on claim number 005987298 under this dispute.

Federal Hearings and Appeals Services, Inc. based this determination on a review of the following:

PHI Health, LLC submitted an offer of \$36,733.40

American Maritime Officers Medical Plan submitted an offer of \$0.00

For each of the following determination factors, an “x” in the Initiating Party and/or Non-Initiating Party column means the party provided supporting information.

	Additional Circumstances	Initiating Party	Non-Initiating Party
1	The quality and outcomes measurements of the provider that furnished such services	X	
2	The acuity of the individual receiving such services or the complexity of furnishing such services to such individual	X	
3	The training, experience, and quality of the medical personnel that furnished such services	X	
4	Ambulance vehicle type, including the clinical capability level of such vehicle	X	
5	Population density of the pick up location (such as urban, suburban, rural, or frontier)	X	
6	Demonstrations of good faith efforts (or lack of good faith efforts) made by the disputing parties to enter into network agreements and, if applicable, contracted rates between the disputing parties during the previous 4 plan years	X	
7	Additional information submitted by a party	X	X

Final Determination Rationale

After a complete and careful consideration of the totality of the evidence as promulgated in 45 CFR 149.510(c)(4) which does not include information on the prohibited factors described in 45 CFR 149.510(c)(4)(v), and after applying the No Surprises Act statutory provisions, PHI Health, LLC's offer best represents the value of the services that are the subject of this unique payment determination.

Both the Prevailing Party and the Non-Prevailing Party submitted an offer and credible information representing their valuation of the service(s) provided. FHAS found that the Prevailing Party's offer best represents the value of the out-of-network service(s) due to the submitted, credible information for the following factors:

The Initiating party's evidence supporting ambulance vehicle type, including clinical capabilities of vehicle, added significant weight in reaching a payment determination. The Initiating party's evidence supporting the level of training and experience and/ or the quality and outcome measurements added significant weight in reaching a payment determination. The Initiating party's credible evidence of prior contracted rates and good faith negotiations effort was of substantial weight in this adjudication. The Initiating party's documentation regarding additional information was of limited value in reaching a payment determination in this matter. The Initiating party's credible evidence of patient acuity was of substantial weight in this adjudication. The Initiating party's evidence supporting the population density at the point of pick-up added significant weight in reaching a payment determination. The Initiating party's evidence supporting the QPA added significant weight in reaching a payment determination. The Initiating party's information regarding the quality and outcome measurements of the provider was of limited value in reaching a payment determination in this matter. The Non-Initiating party's documentation regarding additional information was of limited value in reaching a payment determination in this matter. The Non-Initiating party's evidence supporting the QPA added significant weight in reaching a payment determination.

Please note that while all factors are reviewed as required under 45 CFR 149.510(c)(4), the submitted evidence and information associated with the aforementioned factors demonstrated the prevailing party's offer best represents the value of the out-of-network service(s) in this particular case.

The Non-Initiating Party objected to not receiving claim information for the dispute or the items or services being submitted to the incorrect issuer. However, the claim information was entered into the CMS portal and submitted to the Departments and the Non-Initiating Party in a timely manner. Therefore, the objection was overruled.

The Non-Initiating Party objected that the service(s) provided were not covered by No Surprises Act (NSA) guidelines. The Non-Initiating Party did submit a list of which items and services included in the dispute were not covered under the No Surprises Act and, for each item or service listed, an explanation as to why it is not covered under the No Surprises Act. After reviewing the objection and documentation submitted by both parties, FHAS has determined that the claim(s) are covered by NSA guidelines, and the objection was overruled.

Next Step:

If any amount is due to either party, it must be paid **not later than 30 calendar days** after the date of this notification, as follows:

APPX315

- **A plan, issuer, or Federal Employees Health Benefits (FEHB) Program carrier owes a payment to a non-participating provider of air ambulance services**, when the amount of the offer selected by the certified IDR entity exceeds the sum of 1) any initial payment the plan, issuer, or FEHB carrier has paid to the non-participating provider, and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.
- **A non-participating provider of air ambulance services owes a refund to a plan, issuer, or FEHB carrier** when the offer selected by the certified IDR entity is less than the sum of 1) any initial payment the plan, issuer, or FEHB carrier has paid to the non-participating provider and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.

NOTE: The non-prevailing party is ultimately responsible for the certified IDR entity fee, which is retained by the certified IDR entity for the services performed. Federal Hearings and Appeals Services, Inc. has determined that American Maritime Officers Medical Plan is the non-prevailing party in DISP-3977044 and is responsible for paying the certified IDR entity fee. The certified IDR entity fee that was paid by the prevailing party will be returned to PHI Health, LLC by the certified IDR entity within 30 business days of the date of this notification.

Pursuant to the Federal Employees Health Benefits Act at 5 U.S.C. 8902(p), Internal Revenue Code sections 9816(c)(5)(E) and 9817(b)(5)(D), Employee Retirement Income Security Act sections 716(c)(5)(E) and 717(b)(5)(D), and Public Health Service Act sections 2799A-1(c)(5)(E) and 2799A-2(b)(5)(D), and their implementing regulations at 5 CFR 890.114, 26 CFR 54.9816-8T (c)(4)(vii), 29 CFR 2590.716-8(c)(4)(vii) and 45 CFR 149.510(c)(4)(vii), this determination is legally binding unless there is fraud or evidence of intentional misrepresentation of material facts to the certified IDR entity by any party regarding the dispute.

The party that initiated the Federal IDR Process may not submit a subsequent Notice of IDR Initiation involving the same other party with respect to a claim for the same or similar service that was the subject of this dispute during the 90-calendar-day suspension period following the date of this email, also referred to as the “cooling off” period.

If the initiating party was a provider, the provider is identified by the National Provider Identifier (NPI) or Taxpayer Identification Number (TIN). During the cooling off period, the provider may not submit a subsequent Notice of IDR Initiation involving the same non-initiating party with respect to a claim billed under the same NPI or TIN for the same or similar service.

The initiating party with respect to dispute number DISP-3977044 was PHI Health, LLC. The initiating party’s NPI is 1306289996 and TIN is 721404705. The non-initiating party was American Maritime Officers Medical Plan. The 90-calendar day cooling off period begins on September 30, 2025 . Please retain this information for your records.

If the end of the open negotiation period for such service falls during the cooling off period, either party may submit a Notice of IDR Initiation within 30 business days following the end of the cooling off period, as opposed to the standard 4-business-day period following the end of the open negotiation period. This 30-business-day period begins on the day after the last day of the cooling off period.

Resources

Visit the [No Surprises website](#) for additional IDR resources.

Contact information

For questions, contact Federal Hearings and Appeals Services, Inc.. Include your IDR Reference number referenced above.

Thank you,

Federal Hearings and Appeals Services, Inc.

Privileged and Confidential: The information contained in this e-mail message, including any attachments, is intended only for the personal and confidential use of the intended recipient(s) and may contain confidential and privileged information as well as information protected by the Privacy Act of 1974. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please immediately contact the sender by reply e-mail and delete all copies of the original message.

IDR dispute status: Payment Determination Made
IDR reference number: DISP-3977045

Federal Hearings and Appeals Services, Inc. has reviewed your Federal Independent Dispute Resolution (IDR) dispute with reference number **DISP-3977045** and has determined that PHI Health, LLC is the prevailing party in this dispute.

After considering all permissible information submitted by both parties, Federal Hearings and Appeals Services, Inc. has determined that the out-of-network payment amount of **\$15,622.62** offered by PHI Health, LLC is the appropriate out-of-network rate for the service A0436 on claim number 005987298 under this dispute.

Federal Hearings and Appeals Services, Inc. based this determination on a review of the following:

PHI Health, LLC submitted an offer of \$15,622.62

American Maritime Officers Medical Plan submitted an offer of \$0.00

For each of the following determination factors, an “x” in the Initiating Party and/or Non-Initiating Party column means the party provided supporting information.

	Additional Circumstances	Initiating Party	Non-Initiating Party
1	The quality and outcomes measurements of the provider that furnished such services	X	
2	The acuity of the individual receiving such services or the complexity of furnishing such services to such individual	X	
3	The training, experience, and quality of the medical personnel that furnished such services	X	
4	Ambulance vehicle type, including the clinical capability level of such vehicle	X	
5	Population density of the pick up location (such as urban, suburban, rural, or frontier)	X	
6	Demonstrations of good faith efforts (or lack of good faith efforts) made by the disputing parties to enter into network agreements and, if applicable, contracted rates between the disputing parties during the previous 4 plan years	X	
7	Additional information submitted by a party	X	X

Final Determination Rationale

After a complete and careful consideration of the totality of the evidence as promulgated in 45 CFR 149.510(c)(4) which does not include information on the prohibited factors described in 45 CFR 149.510(c)(4)(v), and after applying the No Surprises Act statutory provisions, PHI Health, LLC's offer best represents the value of the services that are the subject of this unique payment determination.

Both the Prevailing Party and the Non-Prevailing Party submitted an offer and credible information representing their valuation of the service(s) provided. FHAS found that the Prevailing Party's offer best represents the value of the out-of-network service(s) due to the submitted, credible information for the following factors:

The Initiating party's evidence supporting ambulance vehicle type, including clinical capabilities of vehicle, added significant weight in reaching a payment determination. The Initiating party's evidence supporting the level of training and experience and/ or the quality and outcome measurements added significant weight in reaching a payment determination. The Initiating party's credible evidence of prior contracted rates and good faith negotiations effort was of substantial weight in this adjudication. The Initiating party's documentation regarding additional information was of limited value in reaching a payment determination in this matter. The Initiating party's credible evidence of patient acuity was of substantial weight in this adjudication. The Initiating party's evidence supporting the population density at the point of pick-up added significant weight in reaching a payment determination. The Initiating party's evidence supporting the QPA added significant weight in reaching a payment determination. The Initiating party's information regarding the quality and outcome measurements of the provider was of limited value in reaching a payment determination in this matter. The Non-Initiating party's documentation regarding additional information was of limited value in reaching a payment determination in this matter. The Non-Initiating party's evidence supporting the QPA added significant weight in reaching a payment determination.

Please note that while all factors are reviewed as required under 45 CFR 149.510(c)(4), the submitted evidence and information associated with the aforementioned factors demonstrated the prevailing party's offer best represents the value of the out-of-network service(s) in this particular case.

The Non-Initiating Party objected that the Initiating Party had not submitted the open negotiation form timely. However, FHAS reviewed the timeline and found the Initiating Party proceeded within CMS guidelines. Therefore, the objection is overruled.

Next Step:

If any amount is due to either party, it must be paid **not later than 30 calendar days** after the date of this notification, as follows:

- **A plan, issuer, or Federal Employees Health Benefits (FEHB) Program carrier owes a payment to a non-participating provider of air ambulance services**, when the amount of the offer selected by the certified IDR entity exceeds the sum of 1) any initial payment the plan, issuer, or FEHB carrier has paid to the non-participating provider, and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.
- **A non-participating provider of air ambulance services owes a refund to a plan, issuer, or FEHB carrier** when the offer selected by the certified IDR entity is less than the sum of 1) any initial payment the plan, issuer, or FEHB carrier has paid to the non-participating provider and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.

NOTE: The non-prevailing party is ultimately responsible for the certified IDR entity fee, which is retained by the certified IDR entity for the services performed. Federal Hearings and Appeals Services, Inc. has determined that American Maritime Officers Medical Plan is the non-prevailing party in DISP-3977045 and is responsible for paying the certified IDR entity fee. The certified IDR entity fee that was paid by the prevailing party will be returned to PHI Health, LLC by the certified IDR entity within 30 business days of the date of this notification.

Pursuant to the Federal Employees Health Benefits Act at 5 U.S.C. 8902(p), Internal Revenue Code sections 9816(c)(5)(E) and 9817(b)(5)(D), Employee Retirement Income Security Act sections 716(c)(5)(E) and 717(b)(5)(D), and Public Health Service Act sections 2799A-1(c)(5)(E) and 2799A-2(b)(5)(D), and their implementing regulations at 5 CFR 890.114, 26 CFR 54.9816-8T (c)(4)(vii), 29 CFR 2590.716-8(c)(4)(vii) and 45 CFR 149.510(c)(4)(vii), this determination is legally binding unless there is fraud or evidence of intentional misrepresentation of material facts to the certified IDR entity by any party regarding the dispute.

The party that initiated the Federal IDR Process may not submit a subsequent Notice of IDR Initiation involving the same other party with respect to a claim for the same or similar service that was the subject of this dispute during the 90-calendar-day suspension period following the date of this email, also referred to as the “cooling off” period.

If the initiating party was a provider, the provider is identified by the National Provider Identifier (NPI) or Taxpayer Identification Number (TIN). During the cooling off period, the provider may not submit a subsequent Notice of IDR Initiation involving the same non-initiating party with respect to a claim billed under the same NPI or TIN for the same or similar service.

The initiating party with respect to dispute number DISP-3977045 was PHI Health, LLC. The initiating party’s NPI is 1306289996 and TIN is 721404705. The non-initiating party was American Maritime Officers Medical Plan. The 90-calendar day cooling off period begins on September 30, 2025 . Please retain this information for your records.

If the end of the open negotiation period for such service falls during the cooling off period, either party may submit a Notice of IDR Initiation within 30 business days following the end of the cooling off period, as opposed to the standard 4-business-day period following the end of the open negotiation period. This 30-business-day period begins on the day after the last day of the cooling off period.

Resources

Visit the [No Surprises website](#) for additional IDR resources.

Contact information

For questions, contact Federal Hearings and Appeals Services, Inc.. Include your IDR Reference number referenced above.

Thank you,

Federal Hearings and Appeals Services, Inc.

Privileged and Confidential: The information contained in this e-mail message, including any attachments, is intended only for the personal and confidential use of the intended recipient(s) and may contain confidential and privileged information as well as information protected by the Privacy Act of 1974. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please immediately contact the sender by reply e-mail and delete all copies of the original message.

APPX320

IDR dispute status: Payment Determination Made
IDR reference number: DISP-4360423

Federal Hearings and Appeals Services, Inc. has reviewed your Federal Independent Dispute Resolution (IDR) dispute with reference number **DISP-4360423** and has determined that PHI Health, LLC is the prevailing party in this dispute.

After considering all permissible information submitted by both parties, Federal Hearings and Appeals Services, Inc. has determined that the out-of-network payment amount of **\$50,331.96** offered by PHI Health, LLC is the appropriate out-of-network rate for the service A0436 on claim number 0202426450290N40X01 under this dispute.

Federal Hearings and Appeals Services, Inc. based this determination on a review of the following:

PHI Health, LLC submitted an offer of \$50,331.96

Blue Cross Blue Shield of New Mexico submitted an offer of \$9,749.20

For each of the following determination factors, an “x” in the Initiating Party and/or Non-Initiating Party column means the party provided supporting information.

	Additional Circumstances	Initiating Party	Non-Initiating Party
1	The quality and outcomes measurements of the provider that furnished such services	X	
2	The acuity of the individual receiving such services or the complexity of furnishing such services to such individual	X	X
3	The training, experience, and quality of the medical personnel that furnished such services	X	
4	Ambulance vehicle type, including the clinical capability level of such vehicle	X	X
5	Population density of the pick up location (such as urban, suburban, rural, or frontier)	X	
6	Demonstrations of good faith efforts (or lack of good faith efforts) made by the disputing parties to enter into network agreements and, if applicable, contracted rates between the disputing parties during the previous 4 plan years	X	
7	Additional information submitted by a party	X	

Final Determination Rationale

After a complete and careful consideration of the totality of the evidence as promulgated in 45 CFR 149.510(c)(4) which does not include information on the prohibited factors described in 45 CFR 149.510(c)(4)(v), and after applying the No Surprises Act statutory provisions, PHI Health, LLC's offer best represents the value of the services that are the subject of this unique payment determination.

Both the Prevailing Party and the Non-Prevailing Party submitted an offer and credible information representing their valuation of the service(s) provided. FHAS found that the Prevailing Party's offer best represents the value of the out-of-network service(s) due to the submitted, credible information for the following factors:

The Initiating party's credible evidence of ambulance vehicle type, including clinical capabilities of vehicle, was of substantial weight in this adjudication. The Initiating party's evidence supporting the level of training and experience and/ or the quality and outcome measurements was of substantial weight in this adjudication. The Initiating party's evidence supporting prior contracted rates and good faith negotiations effort added significant weight in reaching a payment determination. The Initiating party's evidence supporting additional information added significant weight in reaching a payment determination. The Initiating party's credible evidence of patient acuity was of substantial weight in this adjudication. The Initiating party's evidence supporting the population density at the point of pick-up added significant weight in reaching a payment determination. The Initiating party's information regarding the QPA was of limited value in reaching a payment determination in this matter. The Initiating party's credible evidence of the quality and outcome measurements was of substantial weight in this adjudication. The Non-Initiating party's evidence supporting ambulance vehicle type, including clinical capabilities of vehicle, and good faith negotiations effort added significant weight in reaching a payment determination. The Non-Initiating party's information regarding patient acuity was of limited value in reaching a payment determination in this matter. The Non-Initiating party's information regarding the QPA was of limited value in reaching a payment determination in this matter.

Please note that while all factors are reviewed as required under 45 CFR 149.510(c)(4), the submitted evidence and information associated with the aforementioned factors demonstrated the prevailing party's offer best represents the value of the out-of-network service(s) in this particular case.

Next Step:

If any amount is due to either party, it must be paid **not later than 30 calendar days** after the date of this notification, as follows:

- **A plan, issuer, or Federal Employees Health Benefits (FEHB) Program carrier owes a payment to a non-participating provider of air ambulance services**, when the amount of the offer selected by the certified IDR entity exceeds the sum of 1) any initial payment the plan, issuer, or FEHB carrier has paid to the non-participating provider, and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.
- **A non-participating provider of air ambulance services owes a refund to a plan, issuer, or FEHB carrier** when the offer selected by the certified IDR entity is less than the sum of 1) any initial payment the plan, issuer, or FEHB carrier has paid to the non-participating provider and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.

NOTE: The non-prevailing party is ultimately responsible for the certified IDR entity fee, which is retained by the certified IDR entity for the services performed. Federal Hearings and Appeals Services, Inc. has

determined that Blue Cross Blue Shield of New Mexico is the non-prevailing party in DISP-4360423 and is responsible for paying the certified IDR entity fee. The certified IDR entity fee that was paid by the prevailing party will be returned to PHI Health, LLC by the certified IDR entity within 30 business days of the date of this notification.

Pursuant to the Federal Employees Health Benefits Act at 5 U.S.C. 8902(p), Internal Revenue Code sections 9816(c)(5)(E) and 9817(b)(5)(D), Employee Retirement Income Security Act sections 716(c)(5)(E) and 717(b)(5)(D), and Public Health Service Act sections 2799A-1(c)(5)(E) and 2799A-2(b)(5)(D), and their implementing regulations at 5 CFR 890.114, 26 CFR 54.9816-8T (c)(4)(vii), 29 CFR 2590.716-8(c)(4)(vii) and 45 CFR 149.510(c)(4)(vii), this determination is legally binding unless there is fraud or evidence of intentional misrepresentation of material facts to the certified IDR entity by any party regarding the dispute.

The party that initiated the Federal IDR Process may not submit a subsequent Notice of IDR Initiation involving the same other party with respect to a claim for the same or similar service that was the subject of this dispute during the 90-calendar-day suspension period following the date of this email, also referred to as the “cooling off” period.

If the initiating party was a provider, the provider is identified by the National Provider Identifier (NPI) or Taxpayer Identification Number (TIN). During the cooling off period, the provider may not submit a subsequent Notice of IDR Initiation involving the same non-initiating party with respect to a claim billed under the same NPI or TIN for the same or similar service.

The initiating party with respect to dispute number DISP-4360423 was PHI Health, LLC. The initiating party’s NPI is 1326094020 and TIN is 721404705. The non-initiating party was Blue Cross Blue Shield of New Mexico. The 90-calendar day cooling off period begins on November 14, 2025 . Please retain this information for your records.

If the end of the open negotiation period for such service falls during the cooling off period, either party may submit a Notice of IDR Initiation within 30 business days following the end of the cooling off period, as opposed to the standard 4-business-day period following the end of the open negotiation period. This 30-business-day period begins on the day after the last day of the cooling off period.

Resources

Visit the [No Surprises website](#) for additional IDR resources.

Contact information

For questions, contact Federal Hearings and Appeals Services, Inc.. Include your IDR Reference number referenced above.

Thank you,

Federal Hearings and Appeals Services, Inc.

Privileged and Confidential: The information contained in this e-mail message, including any attachments, is intended only for the personal and confidential use of the intended recipient(s) and may contain confidential and privileged information as well as information protected by the Privacy Act of 1974. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please immediately contact the sender by reply e-mail and delete all copies of the original message.

IDR dispute status: Payment Determination Made
IDR reference number: DISP-4485633

Federal Hearings and Appeals Services, Inc. has reviewed your Federal Independent Dispute Resolution (IDR) dispute with reference number **DISP-4485633** and has determined that PHI Health LLC is the prevailing party in this dispute.

After considering all permissible information submitted by both parties, Federal Hearings and Appeals Services, Inc. has determined that the out-of-network payment amount of **\$17,471.22** offered by PHI Health LLC is the appropriate out-of-network rate for the service A0436 on claim number 0202517650058W30X under this dispute.

Federal Hearings and Appeals Services, Inc. based this determination on a review of the following:

PHI Health LLC submitted an offer of \$17,471.22

Blue Cross Blue Shield of Texas submitted an offer of \$5,781.79

For each of the following determination factors, an “x” in the Initiating Party and/or Non-Initiating Party column means the party provided supporting information.

	Additional Circumstances	Initiating Party	Non-Initiating Party
1	The quality and outcomes measurements of the provider that furnished such services	X	
2	The acuity of the individual receiving such services or the complexity of furnishing such services to such individual	X	
3	The training, experience, and quality of the medical personnel that furnished such services	X	
4	Ambulance vehicle type, including the clinical capability level of such vehicle	X	X
5	Population density of the pick up location (such as urban, suburban, rural, or frontier)	X	
6	Demonstrations of good faith efforts (or lack of good faith efforts) made by the disputing parties to enter into network agreements and, if applicable, contracted rates between the disputing parties during the previous 4 plan years	X	
7	Additional information submitted by a party	X	X

Final Determination Rationale

After a complete and careful consideration of the totality of the evidence as promulgated in 45 CFR 149.510(c)(4) which does not include information on the prohibited factors described in 45 CFR 149.510(c)(4)(v), and after applying the No Surprises Act statutory provisions, PHI Health LLC's offer best represents the value of the services that are the subject of this unique payment determination.

Both the Prevailing Party and the Non-Prevailing Party submitted an offer and credible information representing their valuation of the service(s) provided. FHAS found that the Prevailing Party's offer best represents the value of the out-of-network service(s) due to the submitted, credible information for the following factors:

The Initiating party's evidence supporting ambulance vehicle type, including clinical capabilities of vehicle, added significant weight in reaching a payment determination. The Initiating party's evidence supporting the level of training and experience and/ or the quality and outcome measurements added significant weight in reaching a payment determination. The Initiating party's credible evidence of prior contracted rates and good faith negotiations effort was of substantial weight in this adjudication. The Initiating party's documentation regarding additional information was of limited value in reaching a payment determination in this matter. The Initiating party's credible evidence of patient acuity was of substantial weight in this adjudication. The Initiating party's credible evidence of the population density at the point of pick-up was of substantial weight in this adjudication. The Initiating party's evidence supporting the QPA added significant weight in reaching a payment determination. The Initiating party's information regarding the quality and outcome measurements of the provider was of limited value in reaching a payment determination in this matter. The Non-Initiating party's information regarding ambulance vehicle type, including clinical capabilities of vehicle, and good faith negotiations effort was of limited value in reaching a payment determination in this matter. The Non-Initiating party's documentation regarding additional information was of limited value in reaching a payment determination in this matter. The Non-Initiating party's evidence supporting the QPA added significant weight in reaching a payment determination.

Please note that while all factors are reviewed as required under 45 CFR 149.510(c)(4), the submitted evidence and information associated with the aforementioned factors demonstrated the prevailing party's offer best represents the value of the out-of-network service(s) in this particular case.

The Non-Initiating Party objected to the "cooling-off" period applying to the disputed claim(s). The Non-Initiating Party should have submitted information regarding the following:

- the dispute number for the payment determination that initiated the 90-calendar-day cooling-off period and
- a copy of the payment determination that initiated the 90-calendar-day cooling-off period However, the Initiating Party should have submitted documentation regarding the following:
 - Documents proving the claim was already under a previous cooling-off period
 - the previous dispute number for the cooling-off period
 - an email and/ or determination from an IDRE stating the dispute is closed for cooling-off, and
 - the date which the cooling-off period began and ended
- Proof of resubmission due to incorrect batching After reviewing the documentation submitted, FHAS has determined that the "cooling-off" period does not apply, and the objection is overruled.

Next Step:

If any amount is due to either party, it must be paid **not later than 30 calendar days** after the date of this notification, as follows:

APPX325

- **A plan, issuer, or Federal Employees Health Benefits (FEHB) Program carrier owes a payment to a non-participating provider of air ambulance services**, when the amount of the offer selected by the certified IDR entity exceeds the sum of 1) any initial payment the plan, issuer, or FEHB carrier has paid to the non-participating provider, and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.
- **A non-participating provider of air ambulance services owes a refund to a plan, issuer, or FEHB carrier** when the offer selected by the certified IDR entity is less than the sum of 1) any initial payment the plan, issuer, or FEHB carrier has paid to the non-participating provider and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.

NOTE: The non-prevailing party is ultimately responsible for the certified IDR entity fee, which is retained by the certified IDR entity for the services performed. Federal Hearings and Appeals Services, Inc. has determined that Blue Cross Blue Shield of Texas is the non-prevailing party in DISP-4485633 and is responsible for paying the certified IDR entity fee. The certified IDR entity fee that was paid by the prevailing party will be returned to PHI Health LLC by the certified IDR entity within 30 business days of the date of this notification.

Pursuant to the Federal Employees Health Benefits Act at 5 U.S.C. 8902(p), Internal Revenue Code sections 9816(c)(5)(E) and 9817(b)(5)(D), Employee Retirement Income Security Act sections 716(c)(5)(E) and 717(b)(5)(D), and Public Health Service Act sections 2799A-1(c)(5)(E) and 2799A-2(b)(5)(D), and their implementing regulations at 5 CFR 890.114, 26 CFR 54.9816-8T (c)(4)(vii), 29 CFR 2590.716-8(c)(4)(vii) and 45 CFR 149.510(c)(4)(vii), this determination is legally binding unless there is fraud or evidence of intentional misrepresentation of material facts to the certified IDR entity by any party regarding the dispute.

The party that initiated the Federal IDR Process may not submit a subsequent Notice of IDR Initiation involving the same other party with respect to a claim for the same or similar service that was the subject of this dispute during the 90-calendar-day suspension period following the date of this email, also referred to as the “cooling off” period.

If the initiating party was a provider, the provider is identified by the National Provider Identifier (NPI) or Taxpayer Identification Number (TIN). During the cooling off period, the provider may not submit a subsequent Notice of IDR Initiation involving the same non-initiating party with respect to a claim billed under the same NPI or TIN for the same or similar service.

The initiating party with respect to dispute number DISP-4485633 was PHI Health LLC. The initiating party’s NPI is 1306289996 and TIN is 721404705. The non-initiating party was Blue Cross Blue Shield of Texas. The 90-calendar day cooling off period begins on January 14, 2026 . Please retain this information for your records.

If the end of the open negotiation period for such service falls during the cooling off period, either party may submit a Notice of IDR Initiation within 30 business days following the end of the cooling off period, as opposed to the standard 4-business-day period following the end of the open negotiation period. This 30-business-day period begins on the day after the last day of the cooling off period.

Resources

Visit the [No Surprises website](#) for additional IDR resources.

Contact information

For questions, contact Federal Hearings and Appeals Services, Inc.. Include your IDR Reference number referenced above.

APPX326

Thank you,

Federal Hearings and Appeals Services, Inc.

Privileged and Confidential: The information contained in this e-mail message, including any attachments, is intended only for the personal and confidential use of the intended recipient(s) and may contain confidential and privileged information as well as information protected by the Privacy Act of 1974. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please immediately contact the sender by reply e-mail and delete all copies of the original message.

IDR dispute status: Payment Determination Made
IDR reference number: DISP-2286846

Federal Hearings and Appeals Services, Inc. has reviewed your Federal Independent Dispute Resolution (IDR) dispute with reference number **DISP-2286846** and has determined that PHI Health, LLC is the prevailing party in this dispute.

After considering all permissible information submitted by both parties, Federal Hearings and Appeals Services, Inc. has determined that the out-of-network payment amount of **\$32,602.38** offered by PHI Health, LLC is the appropriate out-of-network rate for the service A0436 on claim number 02024265509J0160X under this dispute.

Federal Hearings and Appeals Services, Inc. based this determination on a review of the following:

PHI Health, LLC submitted an offer of \$32,602.38

Blue Cross Blue Shield of Texas submitted an offer of \$7,004.96

For each of the following determination factors, an “x” in the Initiating Party and/or Non-Initiating Party column means the party provided supporting information.

	Additional Circumstances	Initiating Party	Non-Initiating Party
1	The quality and outcomes measurements of the provider that furnished such services	X	
2	The acuity of the individual receiving such services or the complexity of furnishing such services to such individual	X	X
3	The training, experience, and quality of the medical personnel that furnished such services	X	
4	Ambulance vehicle type, including the clinical capability level of such vehicle	X	X
5	Population density of the pick up location (such as urban, suburban, rural, or frontier)	X	
6	Demonstrations of good faith efforts (or lack of good faith efforts) made by the disputing parties to enter into network agreements and, if applicable, contracted rates between the disputing parties during the previous 4 plan years	X	
7	Additional information submitted by a party	X	

Final Determination Rationale

After a complete and careful consideration of the totality of the evidence as promulgated in 45 CFR 149.510(c)(4) which does not include information on the prohibited factors described in 45 CFR 149.510(c)(4)(v), and after applying the No Surprises Act statutory provisions, PHI Health, LLC's offer best represents the value of the services that are the subject of this unique payment determination.

Both the Prevailing Party and the Non-Prevailing Party submitted an offer and credible information representing their valuation of the service(s) provided. FHAS found that the Prevailing Party's offer best represents the value of the out-of-network service(s) due to the submitted, credible information for the following factors:

The Initiating party's credible evidence of ambulance vehicle type, including clinical capabilities of vehicle, was of substantial weight in this adjudication. The Initiating party's evidence supporting the level of training and experience and/ or the quality and outcome measurements was of substantial weight in this adjudication. The Initiating party's evidence supporting prior contracted rates and good faith negotiations effort added significant weight in reaching a payment determination. The Initiating party's evidence supporting additional information added significant weight in reaching a payment determination. The Initiating party's credible evidence of patient acuity was of substantial weight in this adjudication. The Initiating party's evidence supporting the population density at the point of pick-up added significant weight in reaching a payment determination. The Initiating party's information regarding the QPA was of limited value in reaching a payment determination in this matter. The Initiating party's credible evidence of the quality and outcome measurements was of substantial weight in this adjudication. The Non-Initiating party's evidence supporting ambulance vehicle type, including clinical capabilities of vehicle, and good faith negotiations effort added significant weight in reaching a payment determination. The Non-Initiating party's information regarding patient acuity was of limited value in reaching a payment determination in this matter. The Non-Initiating party's information regarding the QPA was of limited value in reaching a payment determination in this matter.

Please note that while all factors are reviewed as required under 45 CFR 149.510(c)(4), the submitted evidence and information associated with the aforementioned factors demonstrated the prevailing party's offer best represents the value of the out-of-network service(s) in this particular case.

The Non-Initiating Party objected stating the claim(s) are subject to state law. Additional information was provided containing specific citation(s) for the state law or regulation that does not constitute a specified state law or all-payer model agreement that applies to the items or services in the dispute; and documentation that confirms that the state law does not apply, including proof of the health plan type. After review, the item(s) and/ or service(s) provided are eligible for the Federal IDR process and therefore, the objection was overruled. The Non-Initiating Party objected to the "cooling-off" period applying to the disputed claim(s). The Non-Initiating Party should have submitted information regarding the following:

- the dispute number for the payment determination that initiated the 90-calendar-day cooling-off period and
- a copy of the payment determination that initiated the 90-calendar-day cooling-off period However, the Initiating Party should have submitted documentation regarding the following:
 - Documents proving the claim was already under a previous cooling-off period
 - the previous dispute number for the cooling-off period
 - an email and/ or determination from an IDRE stating the dispute is closed for cooling-off, and
 - the date which the cooling-off period began and ended
- Proof of resubmission due to incorrect batching After reviewing the documentation submitted, FHAS has determined that the "cooling-off" period does not apply, and the objection is overruled.

Next Step:

APPX329

If any amount is due to either party, it must be paid **not later than 30 calendar days** after the date of this notification, as follows:

- **A plan, issuer, or Federal Employees Health Benefits (FEHB) Program carrier owes a payment to a non-participating provider of air ambulance services**, when the amount of the offer selected by the certified IDR entity exceeds the sum of 1) any initial payment the plan, issuer, or FEHB carrier has paid to the non-participating provider, and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.
- **A non-participating provider of air ambulance services owes a refund to a plan, issuer, or FEHB carrier** when the offer selected by the certified IDR entity is less than the sum of 1) any initial payment the plan, issuer, or FEHB carrier has paid to the non-participating provider and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.

NOTE: The non-prevailing party is ultimately responsible for the certified IDR entity fee, which is retained by the certified IDR entity for the services performed. Federal Hearings and Appeals Services, Inc. has determined that Blue Cross Blue Shield of Texas is the non-prevailing party in DISP-2286846 and is responsible for paying the certified IDR entity fee. The certified IDR entity fee that was paid by the prevailing party will be returned to PHI Health, LLC by the certified IDR entity within 30 business days of the date of this notification.

Pursuant to the Federal Employees Health Benefits Act at 5 U.S.C. 8902(p), Internal Revenue Code sections 9816(c)(5)(E) and 9817(b)(5)(D), Employee Retirement Income Security Act sections 716(c)(5)(E) and 717(b)(5)(D), and Public Health Service Act sections 2799A-1(c)(5)(E) and 2799A-2(b)(5)(D), and their implementing regulations at 5 CFR 890.114, 26 CFR 54.9816-8T (c)(4)(vii), 29 CFR 2590.716-8(c)(4)(vii) and 45 CFR 149.510(c)(4)(vii), this determination is legally binding unless there is fraud or evidence of intentional misrepresentation of material facts to the certified IDR entity by any party regarding the dispute.

The party that initiated the Federal IDR Process may not submit a subsequent Notice of IDR Initiation involving the same other party with respect to a claim for the same or similar service that was the subject of this dispute during the 90-calendar-day suspension period following the date of this email, also referred to as the “cooling off” period.

If the initiating party was a provider, the provider is identified by the National Provider Identifier (NPI) or Taxpayer Identification Number (TIN). During the cooling off period, the provider may not submit a subsequent Notice of IDR Initiation involving the same non-initiating party with respect to a claim billed under the same NPI or TIN for the same or similar service.

The initiating party with respect to dispute number DISP-2286846 was PHI Health, LLC. The initiating party’s NPI is 1306289996 and TIN is 721404705. The non-initiating party was Blue Cross Blue Shield of Texas. The 90-calendar day cooling off period begins on January 22, 2026 . Please retain this information for your records.

If the end of the open negotiation period for such service falls during the cooling off period, either party may submit a Notice of IDR Initiation within 30 business days following the end of the cooling off period, as opposed to the standard 4-business-day period following the end of the open negotiation period. This 30-business-day period begins on the day after the last day of the cooling off period.

Resources

Visit the [No Surprises website](#) for additional IDR resources.

Contact information

For questions, contact Federal Hearings and Appeals Services, Inc.. Include your IDR Reference number referenced above.

Thank you,

Federal Hearings and Appeals Services, Inc.

Privileged and Confidential: The information contained in this e-mail message, including any attachments, is intended only for the personal and confidential use of the intended recipient(s) and may contain confidential and privileged information as well as information protected by the Privacy Act of 1974. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please immediately contact the sender by reply e-mail and delete all copies of the original message.

IDR dispute status: Payment Determination Made
IDR reference number: DISP-4762405

Federal Hearings and Appeals Services, Inc. has reviewed your Federal Independent Dispute Resolution (IDR) dispute with reference number **DISP-4762405** and has determined that PHI Health LLC is the prevailing party in this dispute.

After considering all permissible information submitted by both parties, Federal Hearings and Appeals Services, Inc. has determined that the out-of-network payment amount of **\$42,009.05** offered by PHI Health LLC is the appropriate out-of-network rate for the service A0431 on claim number 0202527750LK9E00X under this dispute.

Federal Hearings and Appeals Services, Inc. based this determination on a review of the following:

PHI Health LLC submitted an offer of \$42,009.05

Blue Cross Blue Shield of Texas submitted an offer of \$13,054.18

For each of the following determination factors, an “x” in the Initiating Party and/or Non-Initiating Party column means the party provided supporting information.

	Additional Circumstances	Initiating Party	Non-Initiating Party
1	The quality and outcomes measurements of the provider that furnished such services	X	
2	The acuity of the individual receiving such services or the complexity of furnishing such services to such individual	X	X
3	The training, experience, and quality of the medical personnel that furnished such services	X	
4	Ambulance vehicle type, including the clinical capability level of such vehicle	X	X
5	Population density of the pick up location (such as urban, suburban, rural, or frontier)	X	
6	Demonstrations of good faith efforts (or lack of good faith efforts) made by the disputing parties to enter into network agreements and, if applicable, contracted rates between the disputing parties during the previous 4 plan years	X	
7	Additional information submitted by a party	X	

Final Determination Rationale

After a complete and careful consideration of the totality of the evidence as promulgated in 45 CFR 149.510(c)(4) which does not include information on the prohibited factors described in 45 CFR 149.510(c)(4)(v), and after applying the No Surprises Act statutory provisions, PHI Health LLC's offer best represents the value of the services that are the subject of this unique payment determination.

Both the Prevailing Party and the Non-Prevailing Party submitted an offer and credible information representing their valuation of the service(s) provided. FHAS found that the Prevailing Party's offer best represents the value of the out-of-network service(s) due to the submitted, credible information for the following factors:

The Initiating party's credible evidence of ambulance vehicle type, including clinical capabilities of vehicle, was of substantial weight in this adjudication. The Initiating party's evidence supporting the level of training and experience and/ or the quality and outcome measurements was of substantial weight in this adjudication. The Initiating party's evidence supporting prior contracted rates and good faith negotiations effort added significant weight in reaching a payment determination. The Initiating party's evidence supporting additional information added significant weight in reaching a payment determination. The Initiating party's credible evidence of patient acuity was of substantial weight in this adjudication. The Initiating party's evidence supporting the population density at the point of pick-up added significant weight in reaching a payment determination. The Initiating party's information regarding the QPA was of limited value in reaching a payment determination in this matter. The Initiating party's credible evidence of the quality and outcome measurements was of substantial weight in this adjudication. The Non-Initiating party's evidence supporting ambulance vehicle type, including clinical capabilities of vehicle, and good faith negotiations effort added significant weight in reaching a payment determination. The Non-Initiating party's information regarding patient acuity was of limited value in reaching a payment determination in this matter. The Non-Initiating party's information regarding the QPA was of limited value in reaching a payment determination in this matter.

Please note that while all factors are reviewed as required under 45 CFR 149.510(c)(4), the submitted evidence and information associated with the aforementioned factors demonstrated the prevailing party's offer best represents the value of the out-of-network service(s) in this particular case.

The Non-Initiating Party objected to the "cooling-off" period applying to the disputed claim(s). The Non-Initiating Party should have submitted information regarding the following:

- the dispute number for the payment determination that initiated the 90-calendar-day cooling-off period and
- a copy of the payment determination that initiated the 90-calendar-day cooling-off period However, the Initiating Party should have submitted documentation regarding the following:
 - Documents proving the claim was already under a previous cooling-off period
 - the previous dispute number for the cooling-off period
 - an email and/ or determination from an IDRE stating the dispute is closed for cooling-off, and
 - the date which the cooling-off period began and ended
- Proof of resubmission due to incorrect batching After reviewing the documentation submitted, FHAS has determined that the "cooling-off" period does not apply, and the objection is overruled.

Next Step:

If any amount is due to either party, it must be paid **not later than 30 calendar days** after the date of this notification, as follows:

APPX333

- **A plan, issuer, or Federal Employees Health Benefits (FEHB) Program carrier owes a payment to a non-participating provider of air ambulance services**, when the amount of the offer selected by the certified IDR entity exceeds the sum of 1) any initial payment the plan, issuer, or FEHB carrier has paid to the non-participating provider, and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.
- **A non-participating provider of air ambulance services owes a refund to a plan, issuer, or FEHB carrier** when the offer selected by the certified IDR entity is less than the sum of 1) any initial payment the plan, issuer, or FEHB carrier has paid to the non-participating provider and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.

NOTE: The non-prevailing party is ultimately responsible for the certified IDR entity fee, which is retained by the certified IDR entity for the services performed. Federal Hearings and Appeals Services, Inc. has determined that Blue Cross Blue Shield of Texas is the non-prevailing party in DISP-4762405 and is responsible for paying the certified IDR entity fee. The certified IDR entity fee that was paid by the prevailing party will be returned to PHI Health LLC by the certified IDR entity within 30 business days of the date of this notification.

Pursuant to the Federal Employees Health Benefits Act at 5 U.S.C. 8902(p), Internal Revenue Code sections 9816(c)(5)(E) and 9817(b)(5)(D), Employee Retirement Income Security Act sections 716(c)(5)(E) and 717(b)(5)(D), and Public Health Service Act sections 2799A-1(c)(5)(E) and 2799A-2(b)(5)(D), and their implementing regulations at 5 CFR 890.114, 26 CFR 54.9816-8T (c)(4)(vii), 29 CFR 2590.716-8(c)(4)(vii) and 45 CFR 149.510(c)(4)(vii), this determination is legally binding unless there is fraud or evidence of intentional misrepresentation of material facts to the certified IDR entity by any party regarding the dispute.

The party that initiated the Federal IDR Process may not submit a subsequent Notice of IDR Initiation involving the same other party with respect to a claim for the same or similar service that was the subject of this dispute during the 90-calendar-day suspension period following the date of this email, also referred to as the “cooling off” period.

If the initiating party was a provider, the provider is identified by the National Provider Identifier (NPI) or Taxpayer Identification Number (TIN). During the cooling off period, the provider may not submit a subsequent Notice of IDR Initiation involving the same non-initiating party with respect to a claim billed under the same NPI or TIN for the same or similar service.

The initiating party with respect to dispute number DISP-4762405 was PHI Health LLC. The initiating party’s NPI is 1306289996. The non-initiating party was Blue Cross Blue Shield of Texas. The 90-calendar day cooling off period begins on January 27, 2026 . Please retain this information for your records.

If the end of the open negotiation period for such service falls during the cooling off period, either party may submit a Notice of IDR Initiation within 30 business days following the end of the cooling off period, as opposed to the standard 4-business-day period following the end of the open negotiation period. This 30-business-day period begins on the day after the last day of the cooling off period.

Resources

Visit the [No Surprises website](#) for additional IDR resources.

Contact information

For questions, contact Federal Hearings and Appeals Services, Inc.. Include your IDR Reference number referenced above.

Thank you,

APPX334

Federal Hearings and Appeals Services, Inc.

Privileged and Confidential: The information contained in this e-mail message, including any attachments, is intended only for the personal and confidential use of the intended recipient(s) and may contain confidential and privileged information as well as information protected by the Privacy Act of 1974. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please immediately contact the sender by reply e-mail and delete all copies of the original message.

IDR dispute status: Payment Determination Made
IDR reference number: DISP-186332

National Medical Reviews, Inc. has reviewed your Federal Independent Dispute Resolution (IDR) dispute with reference number **DISP-186332** and has determined that PHI Health LLC is the prevailing party in this dispute.

After considering all permissible information submitted by both parties, National Medical Reviews, Inc. has determined that the out-of-network payment amount of **\$29,754.40** offered by PHI Health LLC is the appropriate out-of-network rate for the service A0431 on claim number 216023054090C00 under this dispute.

National Medical Reviews, Inc. based this determination on a review of the following:

PHI Health LLC submitted an offer of \$29,754.40

Blue Cross Blue Shield of Illinois submitted an offer of \$21,377.02

For each of the following determination factors, an “x” in the Initiating Party and/or Non-Initiating Party column means the party provided supporting information.

	Additional Circumstances	Initiating Party	Non-Initiating Party
1	The quality and outcomes measurements of the provider that furnished such services	X	
2	The acuity of the individual receiving such services or the complexity of furnishing such services to such individual	X	
3	The training, experience, and quality of the medical personnel that furnished such services	X	
4	Ambulance vehicle type, including the clinical capability level of such vehicle	X	
5	Population density of the pick up location (such as urban, suburban, rural, or frontier)		
6	Demonstrations of good faith efforts (or lack of good faith efforts) made by the disputing parties to enter into network agreements and, if applicable, contracted rates between the disputing parties during the previous 4 plan years	X	
7	Additional information submitted by a party		

Final Determination Rationale

Both parties submitted offers to be considered by the certified IDR entity.

The Qualifying Payment Amount (QPA) was submitted by the Non-Initiating Party.

APPX336

The Initiating Party submitted credible information with respect to:

The quality and outcomes measurements of the provider of air ambulance services that furnished the services.

The acuity of the condition of the participant, beneficiary, or enrollee receiving the services, or the complexity of providing services to the participant, beneficiary, or enrollee.

The level of training, experience, and quality of medical personnel that furnished the air ambulance services.

The air ambulance vehicle type, including the clinical capability level of such vehicle.

Demonstrations of good faith efforts (or lack of thereof) made by the OON provider of air ambulance services or the plan to enter into network agreements, as well as contracted rates between the provider and the plan during the previous 4 plan years.

The Non-Initiating Party submitted credible information with respect to:

The QPA

After a complete and careful consideration of the offers made by the parties, the QPA, and other credible additional information submitted, and after applying the No Surprises Act statutory provisions, the Initiating Party's offer best represents the value of the service that is the subject of this unique payment determination. The credible information demonstrates that the Initiating Party's offer best represents the value of the air ambulance qualified IDR items or services in this unique payment determination case.

Next Step:

APPX337

If any amount is due to either party, it must be paid **not later than 30 calendar days** after the date of this notification, as follows:

- **A plan, issuer, or Federal Employees Health Benefits (FEHB) Program carrier owes a payment to a non-participating provider of air ambulance services**, when the amount of the offer selected by the certified IDR entity exceeds the sum of 1) any initial payment the plan, issuer, or FEHB carrier has paid to the non-participating provider, and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.
- **A non-participating provider of air ambulance services owes a refund to a plan, issuer, or FEHB carrier** when the offer selected by the certified IDR entity is less than the sum of 1) any initial payment the plan, issuer, or FEHB carrier has paid to the non-participating provider and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.

NOTE: The non-prevailing party is ultimately responsible for the certified IDR entity fee, which is retained by the certified IDR entity for the services performed. National Medical Reviews, Inc. has determined that Blue Cross Blue Shield of Illinois is the non-prevailing party in DISP-186332 and is responsible for paying the certified IDR entity fee. The certified IDR entity fee that was paid by the prevailing party will be returned to PHI Health LLC by the certified IDR entity within 30 business days of the date of this notification.

Pursuant to the Federal Employees Health Benefits Act at 5 U.S.C. 8902(p), Internal Revenue Code sections 9816(c)(5)(E) and 9817(b)(5)(D), Employee Retirement Income Security Act sections 716(c)(5)(E) and 717(b)(5)(D), and Public Health Service Act sections 2799A-1(c)(5)(E) and 2799A-2(b)(5)(D), and their implementing regulations at 5 CFR 890.114, 26 CFR 54.9816-8T (c)(4)(vii), 29 CFR 2590.716-8(c)(4)(vii) and 45 CFR 149.510(c)(4)(vii), this determination is legally binding unless there is fraud or evidence of intentional misrepresentation of material facts to the certified IDR entity by any party regarding the dispute.

The party that initiated the Federal IDR Process may not submit a subsequent Notice of IDR Initiation involving the same other party with respect to a claim for the same or similar service that was the subject of this dispute during the 90-calendar-day suspension period following the date of this email, also referred to as the “cooling off” period.

If the initiating party was a provider, the provider is identified by the National Provider Identifier (NPI) or Taxpayer Identification Number (TIN). During the cooling off period, the provider may not submit a subsequent Notice of IDR Initiation involving the same non-initiating party with respect to a claim billed under the same NPI or TIN for the same or similar service.

The initiating party with respect to dispute number DISP-186332 was PHI Health LLC. The initiating party’s TIN is 721404705. The non-initiating party was Blue Cross Blue Shield of Illinois. The 90-calendar day cooling off period begins on October 31, 2023 . Please retain this information for your records.

If the end of the open negotiation period for such service falls during the cooling off period, either party may submit a Notice of IDR Initiation within 30 business days following the end of the cooling off period, as opposed to the standard 4-business-day period following the end of the open negotiation period. This 30-business-day period begins on the day after the last day of the cooling off period.

Resources

Visit the [No Surprises website](#) for additional IDR resources.

Contact information

For questions, contact National Medical Reviews, Inc.. Include your IDR Reference number referenced above.

Thank you,

National Medical Reviews, Inc.

Privileged and Confidential: The information contained in this e-mail message, including any attachments, is intended only for the personal and confidential use of the intended recipient(s) and may contain confidential and privileged information as well as information protected by the Privacy Act of 1974. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please immediately contact the sender by reply e-mail and delete all copies of the original message.

IDR dispute status: Payment Determination Made

IDR reference number: DISP-186333

National Medical Reviews, Inc. has reviewed your Federal Independent Dispute Resolution (IDR) dispute with reference number **DISP-186333** and has determined that Blue Cross Blue Shield of Illinois is the prevailing party in this dispute.

After considering all permissible information submitted by both parties, National Medical Reviews, Inc. has determined that the out-of-network payment amount of **\$2,258.56** offered by Blue Cross Blue Shield of Illinois is the appropriate out-of-network rate for the service A0436 on claim number 216023054090C00 under this dispute.

National Medical Reviews, Inc. based this determination on a review of the following:

PHI Health LLC submitted an offer of \$6,818.70

Blue Cross Blue Shield of Illinois submitted an offer of \$2,258.56

For each of the following determination factors, an “x” in the Initiating Party and/or Non-Initiating Party column means the party provided supporting information.

	Additional Circumstances	Initiating Party	Non-Initiating Party
1	The quality and outcomes measurements of the provider that furnished such services	X	
2	The acuity of the individual receiving such services or the complexity of furnishing such services to such individual	X	
3	The training, experience, and quality of the medical personnel that furnished such services	X	
4	Ambulance vehicle type, including the clinical capability level of such vehicle		
5	Population density of the pick up location (such as urban, suburban, rural, or frontier)		
6	Demonstrations of good faith efforts (or lack of good faith efforts) made by the disputing parties to enter into network agreements and, if applicable, contracted rates between the disputing parties during the previous 4 plan years		X
7	Additional information submitted by a party	X	X

Final Determination Rationale

Both parties submitted offers to be considered by the certified Independent Dispute Resolution (IDR) entity. The Qualifying Payment Amount (QPA) was submitted by the Initiating Party.

The Initiating Party submitted information with respect to:

APPX340

The level of training, experience, and quality and outcomes measurements of the Initiating Party or facility that furnished the qualified IDR item or service;

The market share held by the Initiating Party or facility or that of the plan or issuer in the geographic region in which the qualified IDR item or service was provided;

The acuity of the participant, beneficiary, or enrollee receiving the qualified IDR item or service, or the complexity of furnishing the qualified IDR item or service to the participant, beneficiary, or enrollee; and

Additional information that is credible and relates to the offer submitted by either party and does not include information on factors that are prohibited by 45 CFR 149.510 (c) (v).

The Non-Initiating Party submitted credible information with respect to:

Demonstration of good faith efforts (or lack thereof) made by the provider or facility or the plan or issuer to enter into network agreements with each other, and, if applicable, contracted rates between the provider or facility, as applicable, and the plan or issuer, as applicable, during the previous 4 plan years; and

Additional information that is credible and relates to the offer submitted by either party and does not include information on factors that are prohibited by 45 CFR 149.510 (c) (v).

After a complete and careful consideration of the offers made by the parties, the QPA, and other credible additional information submitted, and after applying the No Surprises Act statutory provisions, the Non-Initiating Party offer best represents the value of the service that is the subject of this unique payment determination.

Both the Initiating Party and the Non-Initiating Party submitted credible information. The information demonstrates that the QPA does not adequately take into account the acuity of the member, the complexity of furnishing the qualified IDR service or the provider's level of training, experience, and quality of outcome measurements with respect to the services provided, the market share of the Non-Initiating Party or the Initiating Party's good faith efforts to enter into a network agreement.

Therefore, the offer of the Non-Initiating Party best represents the value of the services that are the subject of this payment determination.

Next Step:

If any amount is due to either party, it must be paid **not later than 30 calendar days** after the date of this notification, as follows:

- **A plan, issuer, or Federal Employees Health Benefits (FEHB) Program carrier owes a payment to a non-participating provider of air ambulance services**, when the amount of the offer selected by the certified IDR entity exceeds the sum of 1) any initial payment the plan, issuer, or FEHB carrier has paid to the non-participating provider, and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.
- **A non-participating provider of air ambulance services owes a refund to a plan, issuer, or FEHB carrier** when the offer selected by the certified IDR entity is less than the sum of 1) any initial payment the plan, issuer, or FEHB carrier has paid to the non-participating provider and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.

NOTE: The non-prevailing party is ultimately responsible for the certified IDR entity fee, which is retained by the certified IDR entity for the services performed. National Medical Reviews, Inc. has determined that PHI Health LLC is the non-prevailing party in DISP-186333 and is responsible for paying the certified IDR entity fee. The certified IDR entity fee that was paid by the prevailing party will be returned to Blue Cross Blue Shield of Illinois by the certified IDR entity within 30 business days of the date of this notification.

Pursuant to the Federal Employees Health Benefits Act at 5 U.S.C. 8902(p), Internal Revenue Code sections 9816(c)(5)(E) and 9817(b)(5)(D), Employee Retirement Income Security Act sections 716(c)(5)(E) and 717(b)(5)(D), and Public Health Service Act sections 2799A-1(c)(5)(E) and 2799A-2(b)(5)(D), and their implementing regulations at 5 CFR 890.114, 26 CFR 54.9816-8T (c)(4)(vii), 29 CFR 2590.716-8(c)(4)(vii) and 45 CFR 149.510(c)(4)(vii), this determination is legally binding unless there is fraud or evidence of intentional misrepresentation of material facts to the certified IDR entity by any party regarding the dispute.

The party that initiated the Federal IDR Process may not submit a subsequent Notice of IDR Initiation involving the same other party with respect to a claim for the same or similar service that was the subject of this dispute during the 90-calendar-day suspension period following the date of this email, also referred to as the “cooling off” period.

If the initiating party was a provider, the provider is identified by the National Provider Identifier (NPI) or Taxpayer Identification Number (TIN). During the cooling off period, the provider may not submit a subsequent Notice of IDR Initiation involving the same non-initiating party with respect to a claim billed under the same NPI or TIN for the same or similar service.

The initiating party with respect to dispute number DISP-186333 was PHI Health LLC. The initiating party’s TIN is 721404705. The non-initiating party was Blue Cross Blue Shield of Illinois. The 90-calendar day cooling off period begins on June 1, 2023 . Please retain this information for your records.

APPX342

If the end of the open negotiation period for such service falls during the cooling off period, either party may submit a Notice of IDR Initiation within 30 business days following the end of the cooling off period, as opposed to the standard 4-business-day period following the end of the open negotiation period. This 30-business-day period begins on the day after the last day of the cooling off period.

Resources

Visit the [No Surprises website](#) for additional IDR resources.

Contact information

For questions, contact National Medical Reviews, Inc.. Include your IDR Reference number referenced above.

Thank you,

National Medical Reviews, Inc.

Privileged and Confidential: The information contained in this e-mail message, including any attachments, is intended only for the personal and confidential use of the intended recipient(s) and may contain confidential and privileged information as well as information protected by the Privacy Act of 1974. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please immediately contact the sender by reply e-mail and delete all copies of the original message.

EXHIBIT C



ACCOUNT 360557

Flight # 22-017821

PATIENT CONSENT, DISCLOSURE, AND ASSIGNMENT OF BENEFITS

In consideration for my receiving emergency transport and treatment from PHI Health, LLC d/b/a PHI Air Medical ("Provider"), I hereby agree to the following terms and conditions in this Patient Consent, Disclosure, and Assignment of Benefits ("Consent and Assignment"):

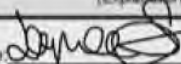
- 1) **Consent to Treatment:** I consent to transport and treatment by Provider including the administration of blood products and any other treatment deemed necessary in the judgment of the medical crew (the "Services").
- 2) **Assignment of Insurance Benefit:** I hereby assign to Provider the amounts to which I am entitled from any applicable health insurance or other benefit plans, including but not limited to Medicare, Medicaid and any commercial plan (collectively, "Benefit Plans") as a result of my transport and treatment by Provider until Provider has been fully paid. I hereby authorize Provider to submit claims, on my behalf, to the Benefit Plan (or its administrator). I also hereby instruct my Benefit Plan (or its administrator) to pay Provider directly for the Services rendered to me. I acknowledge that my assignment to Provider of these benefits does not relieve me of my responsibility to pay the total amount due to Provider for the Services, and I agree to pay such amount to Provider.
- 3) **Authorization to Release Information:** I hereby authorize Provider to: (1) release any information necessary to process my claim to my Benefit Plan (or its administrator); or (2) Process Benefit Plan claims generated in the course of examination or treatment by Provider. **This Consent and Assignment will remain in effect until revoked by me in writing.**
- 4) **Authorized Representative:** I hereby designate and authorize Provider, to the full extent permissible under law and under any applicable Benefit Plan including any ERISA plan, to act as my Authorized Representative and to exercise: (1) the right and ability to act on my behalf in connection with any claim, right or cause of action that I may have under such Benefit Plan; and (2) the right and ability to act on my behalf to pursue such claim, right, or cause of action in connection with said Benefit Plan (including but not limited to, the right to act on my behalf in respect to a Benefit Plan governed by the provisions of ERISA as provided in 29 C.F.R. 425603031(b)(4)) with respect to any healthcare expense incurred as a result of the Services I received from Provider and, to the extent permissible under the law, to claim on my behalf such benefits, claims, or reimbursement, and any other applicable remedy, including fines. A photocopy of this Consent and Assignment shall be as effective and valid as the original.
- 5) **Insurance Certification and Authorization:** I accept responsibility for ensuring that all certifications or authorizations required by Medicare, Medicaid or any other Benefit Plans have been obtained. I recognize that I am responsible for any balance not paid by my Benefit Plan for any reason. I agree to fully cooperate with Provider in contesting any Benefit Plan denial with respect to the Services including executing any documents necessary to authorize Provider to contest any Benefit Plan denial.
- 6) **Guarantee of Payment and Assignment of Benefits:** I agree to pay Provider's charges for the Services, including but not limited to any co-payments, deductibles, or other expenses that are not covered by any Benefit Plan. All charges shall be due and payable on receipt of invoice. Unpaid accounts shall bear interest at the rate of 12% per annum. Up to the full amount of the charges for the Services and any attorney's fees and costs related to the recovery of same, I assign and transfer to Provider all my rights in and to: (a) all insurance benefits and other Benefit Plans (whether such insurance or Benefit Plans are owned by me or not) payable as a result of the injury or medical condition that necessitated the Services; (b) any and all proceeds paid or payable to me or on my behalf from any settlement, judgment or other award which is obtained as a result of the medical condition necessitating the Services; (c) any causes of action that may be assigned according to applicable State law, which I now have or may have in the future against any person or entity arising directly or indirectly from the medical condition which necessitated the Services. In the event any such proceeds are paid directly to me, I agree to pay them promptly to Provider to the extent of any unpaid charges.
- 7) **Release of Liability for Personal Valuables:** I understand and agree that Provider is not responsible for personal belongings brought into the medical transport, including, but not limited to, clothing, personal hygiene products, toiletries, dentures, glasses, prosthetic devices such as hearing aids, artificial limbs, medical assist devices, wallets, purses, credit cards, jewelry and money.
- 8) **Acknowledgment of Receipt of Notice of Privacy Practices:** I acknowledge receipt of Provider's Notice of Privacy Practices ("NPP"), which contains additional information about the use of my PHI. The NPP is also available on Provider's website (<http://www.phiairmedical.com>).
- 9) **Release of Police Reports:** I appoint Provider as my attorney in fact under applicable State law for obtaining police reports and other data related to the accident or incident for which Services were provided.
- 10) **Attorney's Fees:** If Provider is required to bring any action at law or equity to enforce the above terms, Provider shall be entitled to recover reasonable attorney's fees, court costs, and any other costs of collection incurred.
- 11) **Patient Acknowledgement:** The undersigned patient or patient representative acknowledges that he/she has read and understands the above terms, has had an opportunity to ask any questions, has received satisfactory answers thereto and freely and voluntarily consents to the terms hereof as evidenced by my signature below.

Patient's Signature: _____ Print Name (required): Baby Boy _____ Date: 04-07-2022

Patient's condition is such that he/she is physically or mentally incapable of signing then an authorized representative can sign:

Reason patient cannot sign: Pt is a minor

(Explanation required whenever patient does not or cannot sign)

Authorized Representative Signature:  Printed name: _____ Date: 04-07-2022

Please indicate the relationship of the authorized representative: ☒ the patient's legal guardian; ☐ a relative or other person who receives governmental benefits on the patient's behalf; ☐ a relative or other person who arranges for the patient's treatment or exercises other responsibility for his or her affairs; or Other: define: _____

Crew Member's Signature: The undersigned crewmember attests that the patient is physically and/or mentally incapable of signing:

AND no authorized representative is available or willing to sign: _____ Printed Name (Required): _____

AND Facility Signature: The above-named patient was received by: _____ Printed name/discipline: _____

Date & Time of Sign over: Date: _____ Time: _____ Facility name and unit: _____

Signing of this form by personnel other than the patient or an authorized representative does not constitute acceptance of any financial responsibility.

Facility Medical Record/patient ID Number: _____

PHI Health, LLC d/b/a PHI Air Medical - Notice of Privacy Practices (NPP)

THIS NOTICE OF PRIVACY PRACTICES ("NOTICE") DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU referred to as "Protected Health Information" or "PHI" may be used and disclosed and how you can obtain access to this information. Please review carefully. PHI Health, LLC d/b/a PHI Air Medical (also referred to herein as "we", "us", or "our") is required by law to protect the privacy of your PHI, to provide you with this Notice describing our legal duties and privacy practices, to follow the terms of this Notice, and to notify you of any breach of your unsecured PHI.

How We May Use and Disclose Your PHI. We may use and disclose your PHI without your authorization for the following purposes:

- Treatment, Payment, and Health Care Operations. We may use and disclose PHI (1) for your medical care and treatment (ex: making disclosures to hospitals, physicians, and other persons who are involved in your care); (2) to bill and get payment for services (ex: making disclosures to your health insurance plan so that payment may be collected from you, your insurance company, or a third party for the transport services we provide); and (3) for operations of our organization (ex: using information about you for medical transport operations, which include activities necessary to run the medical transport company and make sure that you receive quality care).
- Fundraising Activities. We may use your PHI to contact you in an effort to raise money for PHI Air Medical, ("provider") and our operations. If you do not want us to contact you for fundraising efforts, you may opt out.
- Individuals Involved in Your Care or Payment for Your Care. We may disclose PHI to a family member or friend who is involved in your medical care or payment for your care.
- Health-Related Products and Services. We may use or disclose your PHI to tell you about health-related products or services, or to recommend possible treatment alternatives that may be of interest to you.
- Disaster Relief Efforts. We may disclose PHI to entities assisting in a disaster relief effort so that your family can be notified about your condition, status, and location.
- Research. We may use PHI to contact you to find out if you may be interested in participating in a particular research study.
- As Required By Law. We will disclose PHI when required to do so by federal, state, or local law.
- To Avert a Serious Threat to Health and Safety. We may use and disclose PHI, with some limitations, when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person.
- Organ & Tissue Donation. If you are a donor, we may release PHI to organ or tissue procurement organizations as necessary to facilitate organ or tissue donation and transplantation.
- Workers' Compensation. We may release PHI to workers' compensation programs or other similar programs.
- Public Health Disclosures. We may disclose PHI to public health agencies for preventing or controlling disease or injury, or reporting the abuse or neglect of children, elders, and dependent adults.
- Health Oversight Activities. We may disclose PHI to a health oversight agency for activities such as audits, investigations, inspections and licensure.
- Law Enforcement. We may disclose PHI under limited circumstances to a law enforcement official in response to a warrant or similar process; to identify or locate a suspect; or to provide information about the victim of a crime.
- Lawsuits and Disputes. We may disclose PHI in response to a court or administrative order, or a subpoena, discovery request, or other lawful process in certain circumstances.
- Coroners, Medical Examiners and Funeral Directors. We may disclose PHI to a coroner, medical examiner, or funeral director as necessary to carry out their duties.
- Specialized Government Functions. We may disclose PHI as required by military authorities or to authorized federal officials for national security and intelligence activities.
- Other Uses of Medical Information. Other uses and disclosures of PHI not covered in this Notice will be made only with your written permission. Uses and disclosures for marketing and disclosures that would be a sale of medical information require your written authorization. You may revoke a written authorization to disclose your information at any time and we will stop use and disclosure for the reasons covered in your written permission. You understand that we are unable to take back any disclosures that we may have already made with your permission, and that we are required to retain our records of the care that we provided to you.

Your Rights Regarding Your Medical Information. You have the right to inspect or obtain a paper or electronic copy of your PHI, with certain exceptions. You have the right to request an amendment of your PHI if you believe your PHI is incorrect or incomplete. We may deny your request if you ask us to amend PHI that is accurate and complete, or is not part of the PHI kept by or for us. You have the right to an accounting of disclosures of your PHI that we have made, other than for treatment, payment or health care operations, and other exceptions permitted under federal law. You have the right to request that we follow special restrictions when using or disclosing your PHI for treatment, payment or health care operations. However, in most cases we are not required to agree to your request. We will agree to the requested restriction as required by law if: (a) the disclosure is for the purpose of carrying out payment or health care operations and is not otherwise required by law; and (b) the PHI pertains solely to a health care item or service for which you, or someone other than your health plan on your behalf, has paid us in full. You have the right to request that we communicate with you about medical matters in a certain way or at a certain location. We will accommodate all reasonable requests. The list may also exclude certain other disclosures, such as for national security purposes. You have the right to receive a paper copy of this Notice at any time upon written request. If you pay for a service or health care item out-of-pocket and in full, you can ask us not to share that information for the purpose of payment or our operations with your health insurer. If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your PHI. We will make sure this person has this authority and can act for you before we take any action.

Breach of PHI. We will notify you if a reportable breach of your unsecured PHI is discovered. Notification will be made to you no later than 60 days from the date the breach is discovered, and will include a brief description of how the breach occurred, the PHI involved and contact information for you to ask questions.

Questions or Complaints. If you have any questions or complaints about this Notice, or if you believe your privacy rights have been violated, you may contact us and/or file a complaint with PHI Health, LLC d/b/a PHI Air Medical by sending a letter to the HIPAA Privacy Official at 2800 N 44th Street, Suite 800 Phoenix Arizona 85008 or calling 602-224-3500. You may also file a complaint with the Secretary of the Department of Health and Human Services by sending a letter to 200 Independence Avenue, S.W., Washington D.C. 20201, or visiting www.hhs.gov/ocap/privacy/hipaa/complaints. You will not be penalized for filing a complaint.

Changes to This Notice. We reserve the right to change this Notice and make the revised Notice effective for PHI we already have about you as well as any PHI we receive in the future. If we change our Notice, you may see a copy of the revised Notice on the PHI Air Medical website:

<http://www.phiairmedical.com>.



ACCOUNT 361538

Flight # 22-01290

PATIENT CONSENT, DISCLOSURE, AND ASSIGNMENT OF BENEFITS

As a condition of receiving emergency transport and treatment by PHI Air Medical, L.L.C., I hereby agree to the following:

- 1) **Consent to Treatment:** I consent to transport and treatment by PHI Air Medical, L.L.C. ("Provider") including the administration of blood products and any other treatment deemed necessary in the judgment of the medical crew (the "Services").
- 2) **Assignment of Insurance Benefits:** I hereby assign all applicable health insurance or other benefit plans, including but not limited to Medicare, Medicaid and any commercial plan (collectively, "Benefit Plans") to which I am entitled to Provider. I hereby authorize Provider to submit claims, on my behalf, to the Benefit Plan (or its administrator). I also hereby instruct my Benefit Plan (or its administrator) to pay Provider directly for Services rendered to me. To the extent that my current Benefit Plan prohibits direct payment or assignment to Provider, I hereby instruct and direct my Benefit Plan (or its administrator) to provide documentation of such prohibition upon request. I am fully aware that having Benefit Plan coverage does not absolve me of my responsibility to ensure that my bills for Professional Services from Provider are paid in full and I agree to make such payment.
- 3) **Authorization to Release Information:** I hereby authorize Provider to: (1) release any information necessary to process my claim to my Benefit Plan (or its administrator); or (2) process Benefit Plan claims generated in the course of examination or treatment. **This Consent and Assignment will remain in effect until revoked by me in writing.**
- 4) **Authorized Representative:** I hereby designate and authorize Provider, to the full extent permissible under law and under any applicable Benefit Plan, including any ERISA plan, to act as my Authorized Representative and to exercise: (1) the right and ability to act on my behalf in connection with any claim, right, or cause of action that I may have under such Benefit Plan; and (2) the right and ability to act on my behalf to pursue such claim, right, or cause of action in connection with said Benefit Plan (including but not limited to, the right to act on my behalf in respect to a Benefit Plan governed by the provisions of ERISA as provided in 29 C.F.R. §2560.5031(b)(4)) with respect to any healthcare expense incurred as a result of the services I received from Provider and, to the extent permissible under the law, to claim on my behalf such benefits, claims, or reimbursement, and any other applicable remedy, including fines. A photocopy of this Assignment/Authorization shall be as effective and valid as the original.
- 5) **Insurance Certification and Authorization:** I accept responsibility for ensuring that all certifications or authorizations required by Medicare, Medicaid or any other Benefit Plans have been obtained. I recognize that I am responsible for any balance not paid by my Benefit Plan for any reason. I agree to sign any documents necessary to authorize Provider to contest any Benefit Plan denial.
- 6) **Guarantee of Payment and Assignment of Benefits:** I agree to pay Provider's charges for the Services, including but not limited to any co-payments, deductibles or other expenses not covered by any Benefit Plan. All charges shall be due and payable on receipt of invoice. Unpaid accounts shall bear interest at the rate of 12% per annum. I assign and transfer to Provider all my rights in and to: (a) all insurance benefits and other Benefit Plans (whether such insurance or Benefit Plans are owned by me or not) payable as a result of the injury or medical condition that necessitated the Services; (b) any and all proceeds paid or payable to me or on my behalf from any settlement, judgment or other award which is obtained as a result of the injury necessitating the Services; (c) any causes of action that may be assigned according to applicable State law, which I now have or may have in the future against any person or entity arising directly or indirectly from the injury or medical condition which necessitated the Services. Performed in the future. In the event any such proceeds are paid directly to me, I agree to pay them promptly to Provider.
- 7) **Release of Liability for Personal Valuables:** I understand and agree that Provider is not responsible for personal belongings brought into the ambulance, including, but not limited to, clothing, personal hygiene products, toiletries, dentures, glasses, prosthetic devices such as hearing aids, artificial limbs, medical assist devices, wallets, purses, credit cards, jewelry and money.
- 8) **Acknowledgment of Receipt of Notice of Privacy Practices:** I acknowledge receipt of Provider's Notice of Privacy Practices.
- 9) **Release of Police Reports:** I appoint Provider as my attorney in fact under applicable State law for obtaining police reports and other data related to the accident or incident for which Services were provided.
- 10) **Attorney's Fees:** If any action at law or inequity is brought to enforce this Agreement, Provider shall be entitled to recover reasonable attorney's fees, court costs, and any other costs of collection incurred. The undersigned has read this Agreement, has had an opportunity to ask any questions I have, has received satisfactory answers thereto and enters into it voluntarily.

Patient's Signature: [Signature] Print Name (required) [Redacted] Date (required): 04-22-2022

Patient's condition is such that he/she is physically or mentally incapable of signing then an authorized representative can sign; Reason patient cannot sign:

(Explanation required whenever patient does not or cannot sign)

Authorized Representative Signature: _____ Printed name (legibly) _____ Date: _____

Please indicate the relationship of the authorized representative: ☐ the patient's legal guardian; ☐ a relative or other person who receives governmental benefits on the patient's behalf; ☐ a relative or other person who arranges for the patient's treatment or exercises other responsibility for his or her affairs; or

Other: define: _____

Crew Member's Signature: The undersigned crewmember attests that the patient is physically and/or mentally incapable of signing

AND no authorized representative is available or willing to sign [Signature] Printed Name (Required): Tennie Whyte RNAND Facility Signature: The above-named patient was received by: [Signature] Printed name/discipline: Mike Noland RNDate & Time of Sign over: Date: 04-22-2022 Time: 14:54 Facility name: Longview Regional Medical CenterUnit: ICU

Signing of this form by personnel other than the patient or an authorized representative does not constitute acceptance of any financial responsibility.

Facility Medical Record/patient ID Number: 07671-91



ACCOUNT 413683

Flight # 24-02110 A ☐ B ☐ C ☐**PATIENT CONSENT, DISCLOSURE, AND ASSIGNMENT OF BENEFITS**

In consideration for my receiving emergency transport and treatment from PHI Health, LLC d/b/a PHI Air Medical ("Provider"), I hereby agree to the following terms and conditions in this Patient Consent, Disclosure, and Assignment of Benefits ("Consent and Assignment"):

- 1) **Consent to Treatment:** I consent to transport and treatment by Provider including the administration of blood products and any other treatment deemed necessary in the judgment of the medical crew (the "Services").
- 2) **Assignment of Insurance Benefit:** I hereby assign to Provider the amounts to which I am entitled from any applicable health insurance or other benefit plans, including but not limited to Medicare, Medicaid and any commercial plan (collectively, "Benefit Plans") as a result of my transport and treatment by Provider until Provider has been fully paid. I hereby authorize Provider to submit claims, on my behalf, to the Benefit Plan (or its administrator). I also hereby instruct my Benefit Plan (or its administrator) to pay Provider directly for the Services rendered to me. I acknowledge that my assignment to Provider of these benefits does not relieve me of my responsibility to pay the total amount due to Provider for the Services, and I agree to pay such amount to Provider.

I irrevocably and perpetually assign and convey to Provider any and all right, title, and interest, in and to, all legal, regulatory, statutory, equitable, declaratory, injunctive, civil enforcement, common law, contractual, beneficial, or administrative claims, causes of action, choses in action, rights, or benefits (both known and unknown) (the "Claims") that have arisen or may arise (in the past, present and/or future), under any Benefit Plan or contract (including, but not limited to, an insurance contract) to which I am a party or under which I am otherwise entitled to rights or benefits, and any statute, governmental regulation, common law, judicial or administrative opinion or order, right in equity, or fiduciary or other duty owed to me, that relates to, provides or may provide for, authorizes or may authorize payment for, or otherwise arises from the medical services I received from the Provider. This assignment and conveyance includes any and all rights to pursue or enforce the Claims, including but not limited to the right to seek prospective injunctive or declaratory relief. This assignment and conveyance constitutes an express and knowing assignment of ERISA breach of fiduciary duty claims and other equitable, legal and/or administrative claims, including but not limited to claims brought under 29 U.S.C. § 1132(a)(1) and 29 U.S.C. § 1132(a)(3).

- 3) **Authorization to Release Information:** I hereby authorize Provider to: (1) release any information necessary to process my claim to my Benefit Plan (or its administrator); or (2) Process Benefit Plan claims generated in the course of examination or treatment by Provider.

This Consent and Assignment will remain in effect until revoked by me in writing.

- 4) **Authorized Representative:** I hereby designate and authorize Provider, to the full extent permissible under law and under any applicable Benefit Plan, including any ERISA plan, to act as my Authorized Representative and to exercise: (1) the right and ability to act on my behalf in connection with any claim, right or cause of action that I may have under such Benefit Plan; and (2) the right and ability to act on my behalf to pursue such claim, right, or cause of action in connection with said Benefit Plan (including but not limited to, the right to act on my behalf in respect to a Benefit Plan governed by the provisions of ERISA as provided in 29 C.F.R. 425603031(b)(4)) with respect to any healthcare expense incurred as a result of the Services I received from Provider and, to the extent permissible under the law, to claim on my behalf such benefits, claims, or reimbursement, and any other applicable remedy, including fines. A photocopy of this Consent and Assignment shall be as effective and valid as the original.
- 5) **Insurance Certification and Authorization:** I accept responsibility for ensuring that all certifications or authorizations required by Medicare, Medicaid or any other Benefit Plans have been obtained. I recognize that I am responsible for any balance not paid by my Benefit Plan for any reason. I agree to fully cooperate with Provider in contesting any Benefit Plan denial with respect to the Services including executing any documents necessary to authorize Provider to contest any Benefit Plan denial.

- 6) **Guarantee of Payment and Assignment of Benefits:** I agree to pay Provider's charges for the Services, including but not limited to any co-payments, deductibles, or other expenses that are not covered by any Benefit Plan. All charges shall be due and payable on receipt of invoice. Unpaid accounts shall bear interest at the rate of 12% per annum. Up to the full amount of the charges for the Services and any attorney's fees and costs related to the recovery of same, I assign and transfer to Provider all my rights in and to: (a) all insurance benefits and other Benefit Plans (whether such insurance or Benefit Plans are owned by me or not) payable as a result of the injury or medical condition that necessitated the Services; (b) any and all proceeds paid or payable to me or on my behalf from any settlement, judgment or other award which is obtained as a result of the medical condition necessitating the Services; (c) any causes of action that may be assigned according to applicable State law, which I now have or may have in the future against any person or entity arising directly or indirectly from the medical condition which necessitated the Services. In the event any such proceeds are paid directly to me, I agree to pay them promptly to Provider to the extent of any unpaid charges.
- 7) **Release of Liability for Personal Valuables:** I understand and agree that Provider is not responsible for personal belongings brought into the medical transport, including, but not limited to, clothing, personal hygiene products, toiletries, dentures, glasses, prosthetic devices such as hearing aids, artificial limbs, medical assist devices, wallets, purses, credit cards, jewelry and money.
- 8) **Acknowledgment of Receipt of Notice of Privacy Practices:** I acknowledge receipt of Provider's Notice of Privacy Practices ("NPP"), which contains additional information about the use of my PHI. The NPP is also available on Provider's website (<http://www.phiairmedical.com>).
- 9) **Release of Police Reports:** I appoint Provider as my attorney in fact under applicable State law for obtaining police reports and other data related to the accident or incident for which Services were provided.
- 10) **Attorney's Fees:** If Provider is required to bring any action at law or equity to enforce the above terms, Provider shall be entitled to recover reasonable attorney's fees, court costs, and any other costs of collection incurred.
- 11) **Patient Acknowledgement:** The undersigned patient or patient representative acknowledges that he/she has read and understands the above terms, has had an opportunity to ask any questions, has received satisfactory answers thereto and freely and voluntarily consents to the terms hereof as evidenced by my signature below.

Patient's Signature:  Print Name (reqd): [redacted] Date (reqd): 06-26-2024

Patient's condition is such that he/she is physically or mentally incapable of signing then an authorized representative can sign:	
Reason patient cannot sign: _____ (Explanation required whenever patient does not or cannot sign)	
Authorized Representative Signature: _____	Printed name _____ Date: _____
Please indicate the relationship of the authorized ☐ representative: the patient's legal ☐ guardian; a relative or other person who receives governmental benefits on the ☐ patient's behalf; a relative or other person who arranges for the patient's treatment or exercises other responsibility for his or her affairs; or Other:	
Define: _____	
Crew Member's Signature: The undersigned crewmember attests that the patient is physically and/or mentally incapable of signing:	
AND no authorized representative is available or willing to sign: _____ Printed Name (Reqd): _____	
AND Facility Signature: The above-named patient was received by: _____ Printed name/discipline: _____	
Date & Time of Sign over: Date: _____ Time: _____ Facility name and unit: _____ Unit	

Signing of this form by personnel other than the patient or an authorized representative does not constitute acceptance of any financial responsibility.

Facility Medical Record/patient ID Number: 100153682



Notice of Privacy Practices

This Notice describes how medical information about you may be used and disclosed, and how you can get access to this information. Please review it carefully. Effective date April 14, 2003. Revised December 11, 2017 and October 1, 2021.

PHI Health, LLC (dba PHI Air Medical) is required by law to keep your Protected Health Information private, to provide you with this Notice, to abide by its terms, and to notify you of any breach of your unsecured Protected Health Information.

How We May Use and Disclose Your Medical Information, also known as Protected Health Information or "PHI"

We may use and disclose your PHI without your authorization for:

Treatment, Payment, and Operations We may use or disclose PHI

- (1) To provide medical care and treatment (ex: coordinating information with hospitals, physicians, and other persons who are involved in your care);
- (2) To bill and get payment for services (ex: making disclosures to your health insurance plan so that payment may be collected from you, your insurance company, or a third party for the transport services we provide); and
- (3) For health care operations such as quality improvement activities, training, accreditation or to conduct business planning (ex: clinical peer review of patient transports to ensure high quality of services and safety).

We may also share PHI with other contractors or companies (called business associates) to assist us in our operations.

Family Members and Other Involved in Your Care We may disclose PHI to a family member or friend who is involved in your medical care or payment.

Fundraising Activities We may use your PHI to contact you in an effort to raise money for PHI Health, LLC and its operations. You may opt out of these efforts by contacting us.

Health-Related Products and Services We may use or disclose your PHI to tell you about health-related products or services, or to recommend possible treatment alternatives that may be of interest to you.

Disaster Relief Efforts We may disclose PHI to entities assisting in a disaster relief effort, to notify your family about your condition, status, and location.

Research We may use PHI to contact you for a particular research study.

Required By Law We will disclose PHI when required by applicable laws.

To Avert a Serious Threat to Health and Safety We may use and disclose PHI, with some limitations, when necessary to prevent a serious threat to your health and safety or the health and safety of another person.

Organ & Tissue Donation If you are a donor, we may release PHI to organ or tissue procurement organizations to facilitate donation and transplantation.

Workers' Compensation We may release PHI to workers' compensation programs or other similar programs.

Public Health Disclosures We may disclose PHI to public health agencies for preventing or controlling disease or injury, or reporting the abuse or neglect of children, elders, and dependent adults.

Health Oversight Activities We may disclose PHI to a health oversight agency for activities such as audits, investigations, inspections, and licensure.

Law Enforcement We may disclose PHI under limited circumstances to a law enforcement official in response to a warrant or similar process; to identify or locate a suspect; or to provide information about the victim of a crime.

Lawsuits and Disputes We may disclose PHI in response to a court or administrative order, or a subpoena, discovery request, or other lawful process in certain circumstances.

Coroners, Medical Examiners and Funeral Directors We may disclose PHI to a coroner, medical examiner, or funeral director as necessary to carry out their duties.

Specialized Government Functions We may disclose PHI as required by military authorities or to authorized federal officials for national security.

Other Uses of Medical Information. Other uses and disclosures of PHI not covered in this Notice will be made only with your written permission. Uses and disclosures for marketing and disclosures that would be a sale of medical information require your written authorization.

Your Rights Regarding Your Medical Information

You have the right to inspect or obtain a paper or electronic copy of your PHI, with certain exceptions.

You have the right to request an amendment of your PHI if you believe it incorrect or incomplete. We may deny your request if you ask us to amend PHI that is accurate and complete or is not part of the PHI kept by or for us.

You have the right to an accounting of disclosures of your PHI that we have made, other than for treatment, payment or health care operations, and other exceptions permitted under federal law.

You have the right to request that we follow special restrictions when using or disclosing your PHI for treatment, payment, or health care operations. However, in most cases we are not required to agree to your request. We will agree to the requested restriction as required by law if: (a) the disclosure is for the purpose of carrying out payment or health care operations and is not otherwise required by law; and (b) the PHI pertains solely to a health care item or service for which you, or someone other than your health plan on your behalf, has paid us in full.

You have the right to request that we communicate with you about medical matters in a certain way or at a certain location. We will accommodate all reasonable requests. The list may also exclude certain other disclosures, such as for national security purposes.

You have the right to receive a paper copy of this Notice upon request.

If you pay for a service or health care item out-of-pocket and in full, you can ask us not to share that information for the purpose of payment or our operations with your health insurer.

If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your PHI. We will make sure this person has this authority and can act for you before we take any action.

You may revoke a written authorization to disclose your information at any time and we will stop use and disclosure for the reasons covered in your written permission. You understand that we are unable to take back any disclosures that we may have already made with your permission, and that we are required to retain our records of the care that we provided to you.

Breach of PHI We will notify you if a reportable breach of your unsecured PHI is discovered. Notification will be made to you no later than 60 days from the discovery date and will include a brief description of how the breach occurred, the PHI involved, and contact information for PHI Health.

Changes to This Notice We reserve the right to change this Notice and make the revised Notice effective for PHI we already have about you as well as any PHI we receive in the future. A current copy of the Notice is available for review online at www.phiairmedical.com

Questions or Complaints If you have any questions or concerns about this Notice, or if you believe your privacy rights have been violated, please contact the **HIPAA Privacy Official** at 2800 N 44th Street, Suite 800 Phoenix, AZ 85008 or by calling 602-224-3500.

You may also file a complaint with the U.S. Department of Health and Human Services at 200 Independence Avenue, S.W., Washington D.C. 20201, or by visiting online at www.hhs.gov/ocr/privacy/hipaa/complaints.

PHI Health will not take action against you for filing a complaint.



ACCOUNT 436602

Flight # 24-045500 A ☐ B ☐ C ☐**PATIENT CONSENT, DISCLOSURE, AND ASSIGNMENT OF BENEFITS**

In consideration for my receiving emergency transport and treatment from PHI Health, LLC d/b/a PHI Air Medical ("Provider"), I hereby agree to the following terms and conditions in this Patient Consent, Disclosure, and Assignment of Benefits ("Consent and Assignment"):

- 1) **Consent to Treatment:** I consent to transport and treatment by Provider including the administration of blood products and any other treatment deemed necessary in the judgment of the medical crew (the "Services").
- 2) **Assignment of Insurance Benefit:** I hereby assign to Provider the amounts to which I am entitled from any applicable health insurance or other benefit plans, including but not limited to Medicare, Medicaid and any commercial plan (collectively, "Benefit Plans") as a result of my transport and treatment by Provider until Provider has been fully paid. I hereby authorize Provider to submit claims, on my behalf, to the Benefit Plan (or its administrator). I also hereby instruct my Benefit Plan (or its administrator) to pay Provider directly for the Services rendered to me. I acknowledge that my assignment to Provider of these benefits does not relieve me of my responsibility to pay the total amount due to Provider for the Services, and I agree to pay such amount to Provider.

I irrevocably and perpetually assign and convey to Provider any and all right, title, and interest, in and to, all legal, regulatory, statutory, equitable, declaratory, injunctive, civil enforcement, common law, contractual, beneficial, or administrative claims, causes of action, choses in action, rights, or benefits (both known and unknown) (the "Claims") that have arisen or may arise (in the past, present and/or future), under any Benefit Plan or contract (including, but not limited to, an insurance contract) to which I am a party or under which I am otherwise entitled to rights or benefits, and any statute, governmental regulation, common law, judicial or administrative opinion or order, right in equity, or fiduciary or other duty owed to me, that relates to, provides or may provide for, authorizes or may authorize payment for, or otherwise arises from the medical services I received from the Provider. This assignment and conveyance includes any and all rights to pursue or enforce the Claims, including but not limited to the right to seek prospective injunctive or declaratory relief. This assignment and conveyance constitutes an express and knowing assignment of ERISA breach of fiduciary duty claims and other equitable, legal and/or administrative claims, including but not limited to claims brought under 29 U.S.C. § 1132(a)(1) and 29 U.S.C. § 1132(a)(3).

- 3) **Authorization to Release Information:** I hereby authorize Provider to: (1) release any information necessary to process my claim to my Benefit Plan (or its administrator); or (2) Process Benefit Plan claims generated in the course of examination or treatment by Provider.

This Consent and Assignment will remain in effect until revoked by me in writing.

- 4) **Authorized Representative:** I hereby designate and authorize Provider, to the full extent permissible under law and under any applicable Benefit Plan, including any ERISA plan, to act as my Authorized Representative and to exercise: (1) the right and ability to act on my behalf in connection with any claim, right or cause of action that I may have under such Benefit Plan; and (2) the right and ability to act on my behalf to pursue such claim, right, or cause of action in connection with said Benefit Plan (including but not limited to, the right to act on my behalf in respect to a Benefit Plan governed by the provisions of ERISA as provided in 29 C.F.R. 425603031(b)(4)) with respect to any healthcare expense incurred as a result of the Services I received from Provider and, to the extent permissible under the law, to claim on my behalf such benefits, claims, or reimbursement, and any other applicable remedy, including fines. A photocopy of this Consent and Assignment shall be as effective and valid as the original.
- 5) **Insurance Certification and Authorization:** I accept responsibility for ensuring that all certifications or authorizations required by Medicare, Medicaid or any other Benefit Plans have been obtained. I recognize that I am responsible for any balance not paid by my Benefit Plan for any reason. I agree to fully cooperate with Provider in contesting any Benefit Plan denial with respect to the Services including executing any documents necessary to authorize Provider to contest any Benefit Plan denial.

- 6) **Guarantee of Payment and Assignment of Benefits:** I agree to pay Provider's charges for the Services, including but not limited to any co-payments, deductibles, or other expenses that are not covered by any Benefit Plan. All charges shall be due and payable on receipt of invoice. Unpaid accounts shall bear interest at the rate of 12% per annum. Up to the full amount of the charges for the Services and any attorney's fees and costs related to the recovery of same, I assign and transfer to Provider all my rights in and to: (a) all insurance benefits and other Benefit Plans (whether such insurance or Benefit Plans are owned by me or not) payable as a result of the injury or medical condition that necessitated the Services; (b) any and all proceeds paid or payable to me or on my behalf from any settlement, judgment or other award which is obtained as a result of the medical condition necessitating the Services; (c) any causes of action that may be assigned according to applicable State law, which I now have or may have in the future against any person or entity arising directly or indirectly from the medical condition which necessitated the Services. In the event any such proceeds are paid directly to me, I agree to pay them promptly to Provider to the extent of any unpaid charges.
- 7) **Release of Liability for Personal Valuables:** I understand and agree that Provider is not responsible for personal belongings brought into the medical transport, including, but not limited to, clothing, personal hygiene products, toiletries, dentures, glasses, prosthetic devices such as hearing aids, artificial limbs, medical assist devices, wallets, purses, credit cards, jewelry and money.
- 8) **Acknowledgment of Receipt of Notice of Privacy Practices:** I acknowledge receipt of Provider's Notice of Privacy Practices ("NPP"), which contains additional information about the use of my PHI. The NPP is also available on Provider's website (<http://www.phiairmedical.com>).
- 9) **Release of Police Reports:** I appoint Provider as my attorney in fact under applicable State law for obtaining police reports and other data related to the accident or incident for which Services were provided.
- 10) **Attorney's Fees:** If Provider is required to bring any action at law or equity to enforce the above terms, Provider shall be entitled to recover reasonable attorney's fees, court costs, and any other costs of collection incurred.
- 11) **Patient Acknowledgement:** The undersigned patient or patient representative acknowledges that he/she has read and understands the above terms, has had an opportunity to ask any questions, has received satisfactory answers thereto and freely and voluntarily consents to the terms hereof as evidenced by my signature below.

Patient's Signature:  Print Name (reqd): [REDACTED] Date (reqd): 09-03-2024

Patient's condition is such that he/she is physically or mentally incapable of signing then an authorized representative can sign: Reason patient cannot sign: _____ (Explanation required whenever patient does not or cannot sign)	
Authorized Representative Signature: _____ Printed name _____ Date: _____ Please indicate the relationship of the authorized ☐ representative: the patient's legal ☐ guardian; a relative or other person who receives governmental benefits on the ☐ patient's behalf; a relative or other person who arranges for the patient's treatment or exercises other responsibility for his or her affairs; or Other: Define: _____	
Crew Member's Signature: The undersigned crewmember attests that the patient is physically and/or mentally incapable of signing: AND no authorized representative is available or willing to sign: _____ Printed Name (Reqd): _____ AND Facility Signature: The above-named patient was received by: _____ Printed name/discipline: _____ Date & Time of Sign over: Date: _____ Time: _____ Facility name and unit: _____ Unit	

Signing of this form by personnel other than the patient or an authorized representative does not constitute acceptance of any financial responsibility.

Facility Medical Record/patient ID Number: 400046995



Notice of Privacy Practices

This Notice describes how medical information about you may be used and disclosed, and how you can get access to this information. Please review it carefully. Effective date April 14, 2003. Revised December 11, 2017 and October 1, 2021.

PHI Health, LLC (dba PHI Air Medical) is required by law to keep your Protected Health Information private, to provide you with this Notice, to abide by its terms, and to notify you of any breach of your unsecured Protected Health Information.

How We May Use and Disclose Your Medical Information, also known as Protected Health Information or "PHI"

We may use and disclose your PHI without your authorization for:

Treatment, Payment, and Operations We may use or disclose PHI

- (1) To provide medical care and treatment (ex: coordinating information with hospitals, physicians, and other persons who are involved in your care);
- (2) To bill and get payment for services (ex: making disclosures to your health insurance plan so that payment may be collected from you, your insurance company, or a third party for the transport services we provide); and
- (3) For health care operations such as quality improvement activities, training, accreditation or to conduct business planning (ex: clinical peer review of patient transports to ensure high quality of services and safety).

We may also share PHI with other contractors or companies (called business associates) to assist us in our operations.

Family Members and Other Involved in Your Care We may disclose PHI to a family member or friend who is involved in your medical care or payment.

Fundraising Activities We may use your PHI to contact you in an effort to raise money for PHI Health, LLC and its operations. You may opt out of these efforts by contacting us.

Health-Related Products and Services We may use or disclose your PHI to tell you about health-related products or services, or to recommend possible treatment alternatives that may be of interest to you.

Disaster Relief Efforts We may disclose PHI to entities assisting in a disaster relief effort, to notify your family about your condition, status, and location.

Research We may use PHI to contact you for a particular research study.

Required By Law We will disclose PHI when required by applicable laws.

To Avert a Serious Threat to Health and Safety We may use and disclose PHI, with some limitations, when necessary to prevent a serious threat to your health and safety or the health and safety of another person.

Organ & Tissue Donation If you are a donor, we may release PHI to organ or tissue procurement organizations to facilitate donation and transplantation.

Workers' Compensation We may release PHI to workers' compensation programs or other similar programs.

Public Health Disclosures We may disclose PHI to public health agencies for preventing or controlling disease or injury, or reporting the abuse or neglect of children, elders, and dependent adults.

Health Oversight Activities We may disclose PHI to a health oversight agency for activities such as audits, investigations, inspections, and licensure.

Law Enforcement We may disclose PHI under limited circumstances to a law enforcement official in response to a warrant or similar process; to identify or locate a suspect; or to provide information about the victim of a crime.

Lawsuits and Disputes We may disclose PHI in response to a court or administrative order, or a subpoena, discovery request, or other lawful process in certain circumstances.

Coroners, Medical Examiners and Funeral Directors We may disclose PHI to a coroner, medical examiner, or funeral director as necessary to carry out their duties.

Specialized Government Functions We may disclose PHI as required by military authorities or to authorized federal officials for national security.

Other Uses of Medical Information. Other uses and disclosures of PHI not covered in this Notice will be made only with your written permission. Uses and disclosures for marketing and disclosures that would be a sale of medical information require your written authorization.

Your Rights Regarding Your Medical Information

You have the right to inspect or obtain a paper or electronic copy of your PHI, with certain exceptions.

You have the right to request an amendment of your PHI if you believe it incorrect or incomplete. We may deny your request if you ask us to amend PHI that is accurate and complete or is not part of the PHI kept by or for us.

You have the right to an accounting of disclosures of your PHI that we have made, other than for treatment, payment or health care operations, and other exceptions permitted under federal law.

You have the right to request that we follow special restrictions when using or disclosing your PHI for treatment, payment, or health care operations. However, in most cases we are not required to agree to your request. We will agree to the requested restriction as required by law if: (a) the disclosure is for the purpose of carrying out payment or health care operations and is not otherwise required by law; and (b) the PHI pertains solely to a health care item or service for which you, or someone other than your health plan on your behalf, has paid us in full.

You have the right to request that we communicate with you about medical matters in a certain way or at a certain location. We will accommodate all reasonable requests. The list may also exclude certain other disclosures, such as for national security purposes.

You have the right to receive a paper copy of this Notice upon request.

If you pay for a service or health care item out-of-pocket and in full, you can ask us not to share that information for the purpose of payment or our operations with your health insurer.

If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your PHI. We will make sure this person has this authority and can act for you before we take any action.

You may revoke a written authorization to disclose your information at any time and we will stop use and disclosure for the reasons covered in your written permission. You understand that we are unable to take back any disclosures that we may have already made with your permission, and that we are required to retain our records of the care that we provided to you.

Breach of PHI We will notify you if a reportable breach of your unsecured PHI is discovered. Notification will be made to you no later than 60 days from the discovery date and will include a brief description of how the breach occurred, the PHI involved, and contact information for PHI Health.

Changes to This Notice We reserve the right to change this Notice and make the revised Notice effective for PHI we already have about you as well as any PHI we receive in the future. A current copy of the Notice is available for review online at www.phiairmedical.com

Questions or Complaints If you have any questions or concerns about this Notice, or if you believe your privacy rights have been violated, please contact the **HIPAA Privacy Official** at 2800 N 44th Street, Suite 800 Phoenix, AZ 85008 or by calling 602-224-3500.

You may also file a complaint with the U.S. Department of Health and Human Services at 200 Independence Avenue, S.W., Washington D.C. 20201, or by visiting online at www.hhs.gov/ocr/privacy/hipaa/complaints.

PHI Health will not take action against you for filing a complaint.



ACCOUNT 435500

Flight # 25-01593 A ☐ B ☐ C ☐**PATIENT CONSENT, DISCLOSURE, AND ASSIGNMENT OF BENEFITS**

In consideration for my receiving emergency transport and treatment from PHI Health, LLC d/b/a PHI Air Medical ("Provider"), I hereby agree to the following terms and conditions in this Patient Consent, Disclosure, and Assignment of Benefits ("Consent and Assignment"):

- 1) **Consent to Treatment:** I consent to transport and treatment by Provider including the administration of blood products and any other treatment deemed necessary in the judgment of the medical crew (the "Services").
- 2) **Assignment of Insurance Benefit:** I hereby assign to Provider the amounts to which I am entitled from any applicable health insurance or other benefit plans, including but not limited to Medicare, Medicaid and any commercial plan (collectively, "Benefit Plans") as a result of my transport and treatment by Provider until Provider has been fully paid. I hereby authorize Provider to submit claims, on my behalf, to the Benefit Plan (or its administrator). I also hereby instruct my Benefit Plan (or its administrator) to pay Provider directly for the Services rendered to me. I acknowledge that my assignment to Provider of these benefits does not relieve me of my responsibility to pay the total amount due to Provider for the Services, and I agree to pay such amount to Provider.

I irrevocably and perpetually assign and convey to Provider any and all right, title, and interest, in and to, all legal, regulatory, statutory, equitable, declaratory, injunctive, civil enforcement, common law, contractual, beneficial, or administrative claims, causes of action, choses in action, rights, or benefits (both known and unknown) (the "Claims") that have arisen or may arise (in the past, present and/or future), under any Benefit Plan or contract (including, but not limited to, an insurance contract) to which I am a party or under which I am otherwise entitled to rights or benefits, and any statute, governmental regulation, common law, judicial or administrative opinion or order, right in equity, or fiduciary or other duty owed to me, that relates to, provides or may provide for, authorizes or may authorize payment for, or otherwise arises from the medical services I received from the Provider. This assignment and conveyance includes any and all rights to pursue or enforce the Claims, including but not limited to the right to seek prospective injunctive or declaratory relief. This assignment and conveyance constitutes an express and knowing assignment of ERISA breach of fiduciary duty claims and other equitable, legal and/or administrative claims, including but not limited to claims brought under 29 U.S.C. § 1132(a)(1) and 29 U.S.C. § 1132(a)(3).

- 3) **Authorization to Release Information:** I hereby authorize Provider to: (1) release any information necessary to process my claim to my Benefit Plan (or its administrator); or (2) Process Benefit Plan claims generated in the course of examination or treatment by Provider.

This Consent and Assignment will remain in effect until revoked by me in writing.

- 4) **Authorized Representative:** I hereby designate and authorize Provider, to the full extent permissible under law and under any applicable Benefit Plan, including any ERISA plan, to act as my Authorized Representative and to exercise: (1) the right and ability to act on my behalf in connection with any claim, right or cause of action that I may have under such Benefit Plan; and (2) the right and ability to act on my behalf to pursue such claim, right, or cause of action in connection with said Benefit Plan (including but not limited to, the right to act on my behalf in respect to a Benefit Plan governed by the provisions of ERISA as provided in 29 C.F.R. 425603031(b)(4)) with respect to any healthcare expense incurred as a result of the Services I received from Provider and, to the extent permissible under the law, to claim on my behalf such benefits, claims, or reimbursement, and any other applicable remedy, including fines. A photocopy of this Consent and Assignment shall be as effective and valid as the original.
- 5) **Insurance Certification and Authorization:** I accept responsibility for ensuring that all certifications or authorizations required by Medicare, Medicaid or any other Benefit Plans have been obtained. I recognize that I am responsible for any balance not paid by my Benefit Plan for any reason. I agree to fully cooperate with Provider in contesting any Benefit Plan denial with respect to the Services including executing any documents necessary to authorize Provider to contest any Benefit Plan denial.

- 6) **Guarantee of Payment and Assignment of Benefits:** I agree to pay Provider's charges for the Services, including but not limited to any co-payments, deductibles, or other expenses that are not covered by any Benefit Plan. All charges shall be due and payable on receipt of invoice. Unpaid accounts shall bear interest at the rate of 12% per annum. Up to the full amount of the charges for the Services and any attorney's fees and costs related to the recovery of same, I assign and transfer to Provider all my rights in and to: (a) all insurance benefits and other Benefit Plans (whether such insurance or Benefit Plans are owned by me or not) payable as a result of the injury or medical condition that necessitated the Services; (b) any and all proceeds paid or payable to me or on my behalf from any settlement, judgment or other award which is obtained as a result of the medical condition necessitating the Services; (c) any causes of action that may be assigned according to applicable State law, which I now have or may have in the future against any person or entity arising directly or indirectly from the medical condition which necessitated the Services. In the event any such proceeds are paid directly to me, I agree to pay them promptly to Provider to the extent of any unpaid charges.
- 7) **Release of Liability for Personal Valuables:** I understand and agree that Provider is not responsible for personal belongings brought into the medical transport, including, but not limited to, clothing, personal hygiene products, toiletries, dentures, glasses, prosthetic devices such as hearing aids, artificial limbs, medical assist devices, wallets, purses, credit cards, jewelry and money.
- 8) **Acknowledgment of Receipt of Notice of Privacy Practices:** I acknowledge receipt of Provider's Notice of Privacy Practices ("NPP"), which contains additional information about the use of my PHI. The NPP is also available on Provider's website (<http://www.phiairmedical.com>).
- 9) **Release of Police Reports:** I appoint Provider as my attorney in fact under applicable State law for obtaining police reports and other data related to the accident or incident for which Services were provided.
- 10) **Attorney's Fees:** If Provider is required to bring any action at law or equity to enforce the above terms, Provider shall be entitled to recover reasonable attorney's fees, court costs, and any other costs of collection incurred.
- 11) **Patient Acknowledgement:** The undersigned patient or patient representative acknowledges that he/she has read and understands the above terms, has had an opportunity to ask any questions, has received satisfactory answers thereto and freely and voluntarily consents to the terms hereof as evidenced by my signature below.

Patient's Signature:  Print Name (reqd): [REDACTED] Date (reqd): 05-30-2025

Patient's condition is such that he/she is physically or mentally incapable of signing then an authorized representative can sign:	
Reason patient cannot sign: _____ (Explanation required whenever patient does not or cannot sign)	
Authorized Representative Signature: _____	Printed name _____ Date: _____
Please indicate the relationship of the authorized ☐ representative: the patient's legal ☐ guardian; a relative or other person who receives governmental benefits on the ☐ patient's behalf; a relative or other person who arranges for the patient's treatment or exercises other responsibility for his or her affairs; or Other: _____	
Define: _____	
Crew Member's Signature: The undersigned crewmember attests that the patient is physically and/or mentally incapable of signing:	
AND no authorized representative is available or willing to sign: _____ Printed Name (Reqd): _____	
AND Facility Signature: The above-named patient was received by: _____ Printed name/discipline: _____	
Date & Time of Sign over: Date: 05-30-2025 Time: 16:45 Facility name and unit: CTMFH cath lab 4 Unit _____	

Signing of this form by personnel other than the patient or an authorized representative does not constitute acceptance of any financial responsibility.

Facility Medical Record/patient ID Number: 025276744



Notice of Privacy Practices

This Notice describes how medical information about you may be used and disclosed, and how you can get access to this information. Please review it carefully. Effective date April 14, 2003. Revised December 11, 2017 and October 1, 2021.

PHI Health, LLC (dba PHI Air Medical) is required by law to keep your Protected Health Information private, to provide you with this Notice, to abide by its terms, and to notify you of any breach of your unsecured Protected Health Information.

How We May Use and Disclose Your Medical Information, also known as Protected Health Information or "PHI"

We may use and disclose your PHI without your authorization for:

Treatment, Payment, and Operations We may use or disclose PHI

- (1) To provide medical care and treatment (ex: coordinating information with hospitals, physicians, and other persons who are involved in your care);
- (2) To bill and get payment for services (ex: making disclosures to your health insurance plan so that payment may be collected from you, your insurance company, or a third party for the transport services we provide); and
- (3) For health care operations such as quality improvement activities, training, accreditation or to conduct business planning (ex: clinical peer review of patient transports to ensure high quality of services and safety).

We may also share PHI with other contractors or companies (called business associates) to assist us in our operations.

Family Members and Other Involved in Your Care We may disclose PHI to a family member or friend who is involved in your medical care or payment.

Fundraising Activities We may use your PHI to contact you in an effort to raise money for PHI Health, LLC and its operations. You may opt out of these efforts by contacting us.

Health-Related Products and Services We may use or disclose your PHI to tell you about health-related products or services, or to recommend possible treatment alternatives that may be of interest to you.

Disaster Relief Efforts We may disclose PHI to entities assisting in a disaster relief effort, to notify your family about your condition, status, and location.

Research We may use PHI to contact you for a particular research study.

Required By Law We will disclose PHI when required by applicable laws.

To Avert a Serious Threat to Health and Safety We may use and disclose PHI, with some limitations, when necessary to prevent a serious threat to your health and safety or the health and safety of another person.

Organ & Tissue Donation If you are a donor, we may release PHI to organ or tissue procurement organizations to facilitate donation and transplantation.

Workers' Compensation We may release PHI to workers' compensation programs or other similar programs.

Public Health Disclosures We may disclose PHI to public health agencies for preventing or controlling disease or injury, or reporting the abuse or neglect of children, elders, and dependent adults.

Health Oversight Activities We may disclose PHI to a health oversight agency for activities such as audits, investigations, inspections, and licensure.

Law Enforcement We may disclose PHI under limited circumstances to a law enforcement official in response to a warrant or similar process; to identify or locate a suspect; or to provide information about the victim of a crime.

Lawsuits and Disputes We may disclose PHI in response to a court or administrative order, or a subpoena, discovery request, or other lawful process in certain circumstances.

Coroners, Medical Examiners and Funeral Directors We may disclose PHI to a coroner, medical examiner, or funeral director as necessary to carry out their duties.

Specialized Government Functions We may disclose PHI as required by military authorities or to authorized federal officials for national security.

Other Uses of Medical Information. Other uses and disclosures of PHI not covered in this Notice will be made only with your written permission. Uses and disclosures for marketing and disclosures that would be a sale of medical information require your written authorization.

Your Rights Regarding Your Medical Information

You have the right to inspect or obtain a paper or electronic copy of your PHI, with certain exceptions.

You have the right to request an amendment of your PHI if you believe it incorrect or incomplete. We may deny your request if you ask us to amend PHI that is accurate and complete or is not part of the PHI kept by or for us.

You have the right to an accounting of disclosures of your PHI that we have made, other than for treatment, payment or health care operations, and other exceptions permitted under federal law.

You have the right to request that we follow special restrictions when using or disclosing your PHI for treatment, payment, or health care operations. However, in most cases we are not required to agree to your request. We will agree to the requested restriction as required by law if: (a) the disclosure is for the purpose of carrying out payment or health care operations and is not otherwise required by law; and (b) the PHI pertains solely to a health care item or service for which you, or someone other than your health plan on your behalf, has paid us in full.

You have the right to request that we communicate with you about medical matters in a certain way or at a certain location. We will accommodate all reasonable requests. The list may also exclude certain other disclosures, such as for national security purposes.

You have the right to receive a paper copy of this Notice upon request.

If you pay for a service or health care item out-of-pocket and in full, you can ask us not to share that information for the purpose of payment or our operations with your health insurer.

If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your PHI. We will make sure this person has this authority and can act for you before we take any action.

You may revoke a written authorization to disclose your information at any time and we will stop use and disclosure for the reasons covered in your written permission. You understand that we are unable to take back any disclosures that we may have already made with your permission, and that we are required to retain our records of the care that we provided to you.

Breach of PHI We will notify you if a reportable breach of your unsecured PHI is discovered. Notification will be made to you no later than 60 days from the discovery date and will include a brief description of how the breach occurred, the PHI involved, and contact information for PHI Health.

Changes to This Notice We reserve the right to change this Notice and make the revised Notice effective for PHI we already have about you as well as any PHI we receive in the future. A current copy of the Notice is available for review online at www.phiairmedical.com

Questions or Complaints If you have any questions or concerns about this Notice, or if you believe your privacy rights have been violated, please contact the **HIPAA Privacy Official** at 2800 N 44th Street, Suite 800 Phoenix, AZ 85008 or by calling 602-224-3500.

You may also file a complaint with the U.S. Department of Health and Human Services at 200 Independence Avenue, S.W., Washington D.C. 20201, or by visiting online at www.hhs.gov/ocr/privacy/hipaa/complaints.

PHI Health will not take action against you for filing a complaint.



ACCOUNT 443362

Flight # 25-01821 A ☐ B ☐ C ☐**PATIENT CONSENT, DISCLOSURE, AND ASSIGNMENT OF BENEFITS**

In consideration for my receiving emergency transport and treatment from PHI Health, LLC d/b/a PHI Air Medical ("Provider"), I hereby agree to the following terms and conditions in this Patient Consent, Disclosure, and Assignment of Benefits ("Consent and Assignment"):

- 1) **Consent to Treatment:** I consent to transport and treatment by Provider including the administration of blood products and any other treatment deemed necessary in the judgment of the medical crew (the "Services").
- 2) **Assignment of Insurance Benefit:** I hereby assign to Provider the amounts to which I am entitled from any applicable health insurance or other benefit plans, including but not limited to Medicare, Medicaid and any commercial plan (collectively, "Benefit Plans") as a result of my transport and treatment by Provider until Provider has been fully paid. I hereby authorize Provider to submit claims, on my behalf, to the Benefit Plan (or its administrator). I also hereby instruct my Benefit Plan (or its administrator) to pay Provider directly for the Services rendered to me. I acknowledge that my assignment to Provider of these benefits does not relieve me of my responsibility to pay the total amount due to Provider for the Services, and I agree to pay such amount to Provider.

I irrevocably and perpetually assign and convey to Provider any and all right, title, and interest, in and to, all legal, regulatory, statutory, equitable, declaratory, injunctive, civil enforcement, common law, contractual, beneficial, or administrative claims, causes of action, choses in action, rights, or benefits (both known and unknown) (the "Claims") that have arisen or may arise (in the past, present and/or future), under any Benefit Plan or contract (including, but not limited to, an insurance contract) to which I am a party or under which I am otherwise entitled to rights or benefits, and any statute, governmental regulation, common law, judicial or administrative opinion or order, right in equity, or fiduciary or other duty owed to me, that relates to, provides for, authorizes or may authorize payment for, or otherwise arises from the medical services I received from the Provider. This assignment and conveyance includes any and all rights to pursue or enforce the Claims, including but not limited to the right to seek prospective injunctive or declaratory relief. This assignment and conveyance constitutes an express and knowing assignment of ERISA breach of fiduciary duty claims and other equitable, legal and/or administrative claims, including but not limited to claims brought under 29 U.S.C. § 1132(a)(1) and 29 U.S.C. § 1132(a)(3).

- 3) **Authorization to Release Information:** I hereby authorize Provider to: (1) release any information necessary to process my claim to my Benefit Plan (or its administrator); or (2) Process Benefit Plan claims generated in the course of examination or treatment by Provider.

This Consent and Assignment will remain in effect until revoked by me in writing.

- 4) **Authorized Representative:** I hereby designate and authorize Provider, to the full extent permissible under law and under any applicable Benefit Plan, including any ERISA plan, to act as my Authorized Representative and to exercise: (1) the right and ability to act on my behalf in connection with any claim, right or cause of action that I may have under such Benefit Plan; and (2) the right and ability to act on my behalf to pursue such claim, right, or cause of action in connection with said Benefit Plan (including but not limited to, the right to act on my behalf in respect to a Benefit Plan governed by the provisions of ERISA as provided in 29 C.F.R. 425603031(b)(4)) with respect to any healthcare expense incurred as a result of the Services I received from Provider and, to the extent permissible under the law, to claim on my behalf such benefits, claims, or reimbursement, and any other applicable remedy, including fines. A photocopy of this Consent and Assignment shall be as effective and valid as the original.
- 5) **Insurance Certification and Authorization:** I accept responsibility for ensuring that all certifications or authorizations required by Medicare, Medicaid or any other Benefit Plans have been obtained. I recognize that I am responsible for any balance not paid by my Benefit Plan for any reason. I agree to fully cooperate with Provider in contesting any Benefit Plan denial with respect to the Services including executing any documents necessary to authorize Provider to contest any Benefit Plan denial.

- 6) **Guarantee of Payment and Assignment of Benefits:** I agree to pay Provider's charges for the Services, including but not limited to any co-payments, deductibles, or other expenses that are not covered by any Benefit Plan. All charges shall be due and payable on receipt of invoice. Unpaid accounts shall bear interest at the rate of 12% per annum. Up to the full amount of the charges for the Services and any attorney's fees and costs related to the recovery of same, I assign and transfer to Provider all my rights in and to: (a) all insurance benefits and other Benefit Plans (whether such insurance or Benefit Plans are owned by me or not) payable as a result of the injury or medical condition that necessitated the Services; (b) any and all proceeds paid or payable to me or on my behalf from any settlement, judgment or other award which is obtained as a result of the medical condition necessitating the Services; (c) any causes of action that may be assigned according to applicable State law, which I now have or may have in the future against any person or entity arising directly or indirectly from the medical condition which necessitated the Services. In the event any such proceeds are paid directly to me, I agree to pay them promptly to Provider to the extent of any unpaid charges.
- 7) **Release of Liability for Personal Valuables:** I understand and agree that Provider is not responsible for personal belongings brought into the medical transport, including, but not limited to, clothing, personal hygiene products, toiletries, dentures, glasses, prosthetic devices such as hearing aids, artificial limbs, medical assist devices, wallets, purses, credit cards, jewelry and money.
- 8) **Acknowledgment of Receipt of Notice of Privacy Practices:** I acknowledge receipt of Provider's Notice of Privacy Practices ("NPP"), which contains additional information about the use of my PHI. The NPP is also available on Provider's website (<http://www.phiairmedical.com>).
- 9) **Release of Police Reports:** I appoint Provider as my attorney in fact under applicable State law for obtaining police reports and other data related to the accident or incident for which Services were provided.
- 10) **Attorney's Fees:** If Provider is required to bring any action at law or equity to enforce the above terms, Provider shall be entitled to recover reasonable attorney's fees, court costs, and any other costs of collection incurred.
- 11) **Patient Acknowledgement:** The undersigned patient or patient representative acknowledges that he/she has read and understands the above terms, has had an opportunity to ask any questions, has received satisfactory answers thereto and freely and voluntarily consents to the terms hereof as evidenced by my signature below.

Patient's Signature: UTS Print Name (reqd): [REDACTED] Date (reqd): 06-21-2025

Patient's condition is such that he/she is physically or mentally incapable of signing then an authorized representative can sign: Reason patient cannot sign <u>[REDACTED]</u> (Explanation required whenever patient does not or cannot sign)	
Authorized Representative Signature: _____ Printed name _____ Date: _____ Please indicate the relationship of the authorized ☐ representative: the patient's legal ☐ guardian; a relative or other person who receives governmental benefits on the ☐ patient's behalf; a relative or other person who arranges for the patient's treatment or exercises other responsibility for his or her affairs; or Other: Define: _____	
Crew Member's Signature: The undersigned crewmember attests that the patient is physically and/or mentally incapable of signing: AND no authorized representative is available or willing to sign: <u>[Signature]</u> Printed Name (Reqd): <u>Mike Douglas, CFRN</u> AND Facility Signature: The above-named patient was received by: <u>[Signature]</u> Printed name/discipline: <u>Elizabeth H., RN</u> Date & Time of Sign over: Date: <u>06-21-2025</u> Time: <u>20:22</u> Facility name and unit: <u>CTMFH ER T1</u> Unit _____	

Signing of this form by personnel other than the patient or an authorized representative does not constitute acceptance of any financial responsibility.

Facility Medical Record/patient ID Number: 097652929



Notice of Privacy Practices

This Notice describes how medical information about you may be used and disclosed, and how you can get access to this information. Please review it carefully. Effective date April 14, 2003. Revised December 11, 2017 and October 1, 2021.

PHI Health, LLC (dba PHI Air Medical) is required by law to keep your Protected Health Information private, to provide you with this Notice, to abide by its terms, and to notify you of any breach of your unsecured Protected Health Information.

How We May Use and Disclose Your Medical Information, also known as Protected Health Information or "PHI"

We may use and disclose your PHI without your authorization for:

Treatment, Payment, and Operations We may use or disclose PHI

- (1) To provide medical care and treatment (ex: coordinating information with hospitals, physicians, and other persons who are involved in your care);
- (2) To bill and get payment for services (ex: making disclosures to your health insurance plan so that payment may be collected from you, your insurance company, or a third party for the transport services we provide); and
- (3) For health care operations such as quality improvement activities, training, accreditation or to conduct business planning (ex: clinical peer review of patient transports to ensure high quality of services and safety).

We may also share PHI with other contractors or companies (called business associates) to assist us in our operations.

Family Members and Other Involved in Your Care We may disclose PHI to a family member or friend who is involved in your medical care or payment.

Fundraising Activities We may use your PHI to contact you in an effort to raise money for PHI Health, LLC and its operations. You may opt out of these efforts by contacting us.

Health-Related Products and Services We may use or disclose your PHI to tell you about health-related products or services, or to recommend possible treatment alternatives that may be of interest to you.

Disaster Relief Efforts We may disclose PHI to entities assisting in a disaster relief effort, to notify your family about your condition, status, and location.

Research We may use PHI to contact you for a particular research study.

Required By Law We will disclose PHI when required by applicable laws.

To Avert a Serious Threat to Health and Safety We may use and disclose PHI, with some limitations, when necessary to prevent a serious threat to your health and safety or the health and safety of another person.

Organ & Tissue Donation If you are a donor, we may release PHI to organ or tissue procurement organizations to facilitate donation and transplantation.

Workers' Compensation We may release PHI to workers' compensation programs or other similar programs.

Public Health Disclosures We may disclose PHI to public health agencies for preventing or controlling disease or injury, or reporting the abuse or neglect of children, elders, and dependent adults.

Health Oversight Activities We may disclose PHI to a health oversight agency for activities such as audits, investigations, inspections, and licensure.

Law Enforcement We may disclose PHI under limited circumstances to a law enforcement official in response to a warrant or similar process; to identify or locate a suspect; or to provide information about the victim of a crime.

Lawsuits and Disputes We may disclose PHI in response to a court or administrative order, or a subpoena, discovery request, or other lawful process in certain circumstances.

Coroners, Medical Examiners and Funeral Directors We may disclose PHI to a coroner, medical examiner, or funeral director as necessary to carry out their duties.

Specialized Government Functions We may disclose PHI as required by military authorities or to authorized federal officials for national security.

Other Uses of Medical Information. Other uses and disclosures of PHI not covered in this Notice will be made only with your written permission. Uses and disclosures for marketing and disclosures that would be a sale of medical information require your written authorization.

Your Rights Regarding Your Medical Information

You have the right to inspect or obtain a paper or electronic copy of your PHI, with certain exceptions.

You have the right to request an amendment of your PHI if you believe it incorrect or incomplete. We may deny your request if you ask us to amend PHI that is accurate and complete or is not part of the PHI kept by or for us.

You have the right to an accounting of disclosures of your PHI that we have made, other than for treatment, payment or health care operations, and other exceptions permitted under federal law.

You have the right to request that we follow special restrictions when using or disclosing your PHI for treatment, payment, or health care operations. However, in most cases we are not required to agree to your request. We will agree to the requested restriction as required by law if: (a) the disclosure is for the purpose of carrying out payment or health care operations and is not otherwise required by law; and (b) the PHI pertains solely to a health care item or service for which you, or someone other than your health plan on your behalf, has paid us in full.

You have the right to request that we communicate with you about medical matters in a certain way or at a certain location. We will accommodate all reasonable requests. The list may also exclude certain other disclosures, such as for national security purposes.

You have the right to receive a paper copy of this Notice upon request.

If you pay for a service or health care item out-of-pocket and in full, you can ask us not to share that information for the purpose of payment or our operations with your health insurer.

If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your PHI. We will make sure this person has this authority and can act for you before we take any action.

You may revoke a written authorization to disclose your information at any time and we will stop use and disclosure for the reasons covered in your written permission. You understand that we are unable to take back any disclosures that we may have already made with your permission, and that we are required to retain our records of the care that we provided to you.

Breach of PHI We will notify you if a reportable breach of your unsecured PHI is discovered. Notification will be made to you no later than 60 days from the discovery date and will include a brief description of how the breach occurred, the PHI involved, and contact information for PHI Health.

Changes to This Notice We reserve the right to change this Notice and make the revised Notice effective for PHI we already have about you as well as any PHI we receive in the future. A current copy of the Notice is available for review online at www.phiairmedical.com

Questions or Complaints If you have any questions or concerns about this Notice, or if you believe your privacy rights have been violated, please contact the **HIPAA Privacy Official** at 2800 N 44th Street, Suite 800 Phoenix, AZ 85008 or by calling 602-224-3500.

You may also file a complaint with the U.S. Department of Health and Human Services at 200 Independence Avenue, S.W., Washington D.C. 20201, or by visiting online at www.hhs.gov/ocr/privacy/hipaa/complaints.

PHI Health will not take action against you for filing a complaint.



ACCOUNT 443361

Flight # 25-049856

A ☒ B ☐ C ☐**PATIENT CONSENT, DISCLOSURE, AND ASSIGNMENT OF BENEFITS**

In consideration for my receiving emergency transport and treatment from PHI Health, LLC d/b/a PHI Air Medical ("Provider"), I hereby agree to the following terms and conditions in this Patient Consent, Disclosure, and Assignment of Benefits ("Consent and Assignment"):

- 1) **Consent to Treatment:** I consent to transport and treatment by Provider including the administration of blood products and any other treatment deemed necessary in the judgment of the medical crew (the "Services").
- 2) **Assignment of Insurance Benefit:** I hereby assign to Provider the amounts to which I am entitled from any applicable health insurance or other benefit plans, including but not limited to Medicare, Medicaid and any commercial plan (collectively, "Benefit Plans") as a result of my transport and treatment by Provider until Provider has been fully paid. I hereby authorize Provider to submit claims, on my behalf, to the Benefit Plan (or its administrator). I also hereby instruct my Benefit Plan (or its administrator) to pay Provider directly for the Services rendered to me. I acknowledge that my assignment to Provider of these benefits does not relieve me of my responsibility to pay the total amount due to Provider for the Services, and I agree to pay such amount to Provider.

I irrevocably and perpetually assign and convey to Provider any and all right, title, and interest, in and to, all legal, regulatory, statutory, equitable, declaratory, injunctive, civil enforcement, common law, contractual, beneficial, or administrative claims, causes of action, choses in action, rights, or benefits (both known and unknown) (the "Claims") that have arisen or may arise (in the past, present and/or future), under any Benefit Plan or contract (including, but not limited to, an insurance contract) to which I am a party or under which I am otherwise entitled to rights or benefits, and any statute, governmental regulation, common law, judicial or administrative opinion or order, right in equity, or fiduciary or other duty owed to me, that relates to, provides or may provide for, authorizes or may authorize payment for, or otherwise arises from the medical services I received from the Provider. This assignment and conveyance includes any and all rights to pursue or enforce the Claims, including but not limited to the right to seek prospective injunctive or declaratory relief. This assignment and conveyance constitutes an express and knowing assignment of ERISA breach of fiduciary duty claims and other equitable, legal and/or administrative claims, including but not limited to claims brought under 29 U.S.C. § 1132(a)(1) and 29 U.S.C. § 1132(a)(3).

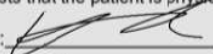
- 3) **Authorization to Release Information:** I hereby authorize Provider to: (1) release any information necessary to process my claim to my Benefit Plan (or its administrator); or (2) Process Benefit Plan claims generated in the course of examination or treatment by Provider.

This Consent and Assignment will remain in effect until revoked by me in writing.

- 4) **Authorized Representative:** I hereby designate and authorize Provider, to the full extent permissible under law and under any applicable Benefit Plan, including any ERISA plan, to act as my Authorized Representative and to exercise: (1) the right and ability to act on my behalf in connection with any claim, right or cause of action that I may have under such Benefit Plan; and (2) the right and ability to act on my behalf to pursue such claim, right, or cause of action in connection with said Benefit Plan (including but not limited to, the right to act on my behalf in respect to a Benefit Plan governed by the provisions of ERISA as provided in 29 C.F.R. 425603031(b)(4)) with respect to any healthcare expense incurred as a result of the Services I received from Provider and, to the extent permissible under the law, to claim on my behalf such benefits, claims, or reimbursement, and any other applicable remedy, including fines. A photocopy of this Consent and Assignment shall be as effective and valid as the original.
- 5) **Insurance Certification and Authorization:** I accept responsibility for ensuring that all certifications or authorizations required by Medicare, Medicaid or any other Benefit Plans have been obtained. I recognize that I am responsible for any balance not paid by my Benefit Plan for any reason. I agree to fully cooperate with Provider in contesting any Benefit Plan denial with respect to the Services including executing any documents necessary to authorize Provider to contest any Benefit Plan denial.

- 6) **Guarantee of Payment and Assignment of Benefits:** I agree to pay Provider's charges for the Services, including but not limited to any co-payments, deductibles, or other expenses that are not covered by any Benefit Plan. All charges shall be due and payable on receipt of invoice. Unpaid accounts shall bear interest at the rate of 12% per annum. Up to the full amount of the charges for the Services and any attorney's fees and costs related to the recovery of same, I assign and transfer to Provider all my rights in and to: (a) all insurance benefits and other Benefit Plans (whether such insurance or Benefit Plans are owned by me or not) payable as a result of the injury or medical condition that necessitated the Services; (b) any and all proceeds paid or payable to me or on my behalf from any settlement, judgment or other award which is obtained as a result of the medical condition necessitating the Services; (c) any causes of action that may be assigned according to applicable State law, which I now have or may have in the future against any person or entity arising directly or indirectly from the medical condition which necessitated the Services. In the event any such proceeds are paid directly to me, I agree to pay them promptly to Provider to the extent of any unpaid charges.
- 7) **Release of Liability for Personal Valuables:** I understand and agree that Provider is not responsible for personal belongings brought into the medical transport, including, but not limited to, clothing, personal hygiene products, toiletries, dentures, glasses, prosthetic devices such as hearing aids, artificial limbs, medical assist devices, wallets, purses, credit cards, jewelry and money.
- 8) **Acknowledgment of Receipt of Notice of Privacy Practices:** I acknowledge receipt of Provider's Notice of Privacy Practices ("NPP"), which contains additional information about the use of my PHI. The NPP is also available on Provider's website (<http://www.phiairmedical.com>).
- 9) **Release of Police Reports:** I appoint Provider as my attorney in fact under applicable State law for obtaining police reports and other data related to the accident or incident for which Services were provided.
- 10) **Attorney's Fees:** If Provider is required to bring any action at law or equity to enforce the above terms, Provider shall be entitled to recover reasonable attorney's fees, court costs, and any other costs of collection incurred.
- 11) **Patient Acknowledgement:** The undersigned patient or patient representative acknowledges that he/she has read and understands the above terms, has had an opportunity to ask any questions, has received satisfactory answers thereto and freely and voluntarily consents to the terms hereof as evidenced by my signature below.

Patient's Signature:  Print Name (required):  Date (required): 09-30-2025

Patient's condition is such that he/she is physically or mentally incapable of signing then an authorized representative can sign:	
Reason patient cannot sign: <u>Unresponsive GCS3</u> (Explanation required whenever patient does not or cannot sign)	
Authorized Representative Signature: _____	Printed name (legibly) _____ Date: _____
Please indicate the relationship of the authorized representative: ☐ the patient's legal guardian; ☐ a relative or other person who receives governmental benefits on the patient's behalf; ☐ a relative or other person who arranges for the patient's treatment or exercises other responsibility for his or her affairs; or Other: _____	
Define: _____	
Crew Member's Signature: The undersigned crewmember attests that the patient is physically and/or mentally incapable of signing:	
AND no authorized representative is available or willing to sign: 	Printed Name (Required): <u>Lauren Gibson RN</u>
AND Facility Signature: The above-named patient was received by 	Printed name/discipline: <u>Alex Steiber RN</u>
Date & Time of Sign over: Date: <u>09-30-2025</u> Time: <u>13:45</u>	Facility name and unit: <u>St Davids South Austin</u> ER

Signing of this form by personnel other than the patient or an authorized representative does not constitute acceptance of any financial responsibility.

Facility Medical Record/patient ID Number: K000932197



Notice of Privacy Practices

This Notice describes how medical information about you may be used and disclosed, and how you can get access to this information. Please review it carefully. Effective date April 14, 2003. Revised December 11, 2017 and October 1, 2021.

PHI Health, LLC (dba PHI Air Medical) is required by law to keep your Protected Health Information private, to provide you with this Notice, to abide by its terms, and to notify you of any breach of your unsecured Protected Health Information.

How We May Use and Disclose Your Medical Information, also known as Protected Health Information or "PHI"

We may use and disclose your PHI without your authorization for:

Treatment, Payment, and Operations

We may use or disclose PHI (1) To provide medical care and treatment (ex: coordinating information with hospitals, physicians, and other persons who are involved in your care); (2) To bill and get payment for services (ex: making disclosures to your health insurance plan so that payment may be collected from you, your insurance company, or a third party for the transport services we provide); and (3) For health care operations such as quality improvement activities, training, accreditation or to conduct business planning (ex: clinical peer review of patient transports to ensure high quality of services and safety). We may also share PHI with other contractors or companies (called business associates) to assist us in our operations.

Family Members and Other Involved in Your Care We may disclose PHI to a family member or friend who is involved in your medical care or payment.

Fundraising Activities We may use your PHI to contact you in an effort to raise money for PHI Health, LLC and its operations. You may opt out of these efforts by contacting us.

Health-Related Products and Services We may use or disclose your PHI to tell you about health-related products or services, or to recommend possible treatment alternatives that may be of interest to you.

Disaster Relief Efforts We may disclose PHI to entities assisting in a disaster relief effort, to notify your family about your condition, status, and location.

Research We may use PHI to contact you for a particular research study.

Required By Law We will disclose PHI when required by applicable laws.

To Avert a Serious Threat to Health and Safety We may use and disclose PHI, with some limitations, when necessary to prevent a serious threat to your health and safety or the health and safety of another person.

Organ & Tissue Donation If you are a donor, we may release PHI to organ or tissue procurement organizations to facilitate donation and transplantation.

Workers' Compensation We may release PHI to workers' compensation programs or other similar programs.

Public Health Disclosures We may disclose PHI to public health agencies for preventing or controlling disease or injury, or reporting the abuse or neglect of children, elders, and dependent adults.

Health Oversight Activities We may disclose PHI to a health oversight agency for activities such as audits, investigations, inspections, and licensure.

Law Enforcement We may disclose PHI under limited circumstances to a law enforcement official in response to a warrant or similar process; to identify or locate a suspect; or to provide information about the victim of a crime.

Lawsuits and Disputes We may disclose PHI in response to a court or administrative order, or a subpoena, discovery request, or other lawful process in certain circumstances.

Coroners, Medical Examiners and Funeral Directors We may disclose PHI to a coroner, medical examiner, or funeral director as necessary to carry out their duties.

Specialized Government Functions We may disclose PHI as required by military authorities or to authorized federal officials for national security.

Other Uses of Medical Information. Other uses and disclosures of PHI not covered in this Notice will be made only with your written permission. Uses and disclosures for marketing and disclosures that would be a sale of medical information require your written authorization.

Your Rights Regarding Your Medical Information

You have the right to inspect or obtain a paper or electronic copy of your PHI, with certain exceptions.

You have the right to request an amendment of your PHI if you believe it incorrect or incomplete. We may deny your request if you ask us to amend PHI that is accurate and complete or is not part of the PHI kept by or for us.

You have the right to an accounting of disclosures of your PHI that we have made, other than for treatment, payment or health care operations, and other exceptions permitted under federal law.

You have the right to request that we follow special restrictions when using or disclosing your PHI for treatment, payment, or health care operations. However, in most cases we are not required to agree to your request. We will agree to the requested restriction as required by law if: (a) the disclosure is for the purpose of carrying out payment or health care operations and is not otherwise required by law; and (b) the PHI pertains solely to a health care item or service for which you, or someone other than your health plan on your behalf, has paid us in full.

You have the right to request that we communicate with you about medical matters in a certain way or at a certain location. We will accommodate all reasonable requests. The list may also exclude certain other disclosures, such as for national security purposes.

You have the right to receive a paper copy of this Notice upon request.

If you pay for a service or health care item out-of-pocket and in full, you can ask us not to share that information for the purpose of payment or our operations with your health insurer.

If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your PHI. We will make sure this person has this authority and can act for you before we take any action.

You may revoke a written authorization to disclose your information at any time and we will stop use and disclosure for the reasons covered in your written permission. You understand that we are unable to take back any disclosures that we may have already made with your permission, and that we are required to retain our records of the care that we provided to you.

Breach of PHI We will notify you if a reportable breach of your unsecured PHI is discovered. Notification will be made to you no later than 60 days from the discovery date and will include a brief description of how the breach occurred, the PHI involved, and contact information for PHI Health.

Changes to This Notice We reserve the right to change this Notice and make the revised Notice effective for PHI we already have about you as well as any PHI we receive in the future. A current copy of the Notice is available for review online at www.phiairmedical.com

Questions or Complaints If you have any questions or concerns about this Notice, or if you believe your privacy rights have been violated, please contact the **HIPAA Privacy Official** at 2800 N 44th Street, Suite 800 Phoenix, AZ 85008 or by calling 602-224-3500.

You may also file a complaint with the U.S. Department of Health and Human Services at 200 Independence Avenue, S.W., Washington D.C. 20201, or by visiting online at www.hhs.gov/ocr/privacy/hipaa/complaints.

PHI Health will not take action against you for filing a complaint.

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

PHI HEALTH, LLC,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	Case No. 26 C 2954
	)	
HEALTH CARE SERVICE CORP.,	)	
	)	
Defendant.	)	

MEMORANDUM OPINION AND ORDER

MATTHEW F. KENNELLY, District Judge:

PHI Health, LLC has sued Health Care Services Corporation for its failure to pay overdue payment awards issued under the federal No Surprises Act (NSA). PHI asserts claims under the NSA, the Federal Arbitration Act (FAA), the Employee Retirement Income Security Act (ERISA), and the Illinois Consumer Fraud and Deceptive Business Practices Act. HCSC has moved to dismiss PHI's complaint.

Background

At the pleading stage, the Court must "accept all well-pleaded facts in the complaint as true and draw all reasonable inferences in the plaintiff's favor." *NewSpin Sports, LLC v. Arrow Elecs., Inc.*, 910 F.3d 293, 299 (7th Cir. 2018).

HCSC operates Blue Cross Blue Shield (BCBS) entities and adjudicates health insurance claims on behalf of those entities. PHI provided air ambulance services to participants or beneficiaries of HCSC-operated health plans. These were "out-of-network" services, meaning that PHI was not a provider that had contracted with HCSC or the relevant health plans to perform the services. PHI alleges that it followed industry

standard billing for these transports. HCSC sent PHI an Explanation of Benefits form setting forth initial underpayments for bills arising from twelve air ambulance transports. HCSC declined to pay the full amount PHI sought.

In 2022, Congress enacted the NSA to protect patients from surprise medical bills incurred when they receive emergency medical services from out-of-network providers. 42 U.S.C. §§ 300gg-111, 300gg-112. The NSA relieves patients of financial liability for surprise bills, and it created an IDR process for billing disputes between providers and insurers. *Id.* § 300gg-111(c)(1)-(5). The NSA requires a provider and insurer to first try to agree on a price for the services. This is referred to as the open negotiation process. If the open negotiation process fails, the provider has four days to initiate independent dispute resolution (IDR) proceedings. After a provider initiates IDR proceedings, the U.S. Department of Health and Human Services (HHS) selects a certified independent dispute resolution entity (CIDRE) to arbitrate the dispute.

The amount due is decided via a "baseball-style" dispute resolution in which the provider and insurer each submit an offer, and the CIDRE selects one party's offer as the award. The CIDRE must consider the insurer's "qualifying payment amount," a heavily regulated rate that reflects the "median of the contracted rates recognized by the plan or issuer . . . for the same or a similar item or service" offered in the same insurance market and geographic area. *Id.* § 300gg-111(a)(3)(E)(i). In the absence of a fraudulent claim or evidence of a misrepresentation of facts to the CIDRE, the IDR award "shall be binding upon the parties involved," and payment of the award "shall be made . . . not later than 30 days after the date on which such determination is made." *Id.* § 300gg-112(b)(5)(D).

Under 42 U.S.C. § 300gg-111(c)(5)(E), any IDR award is binding on the parties and is subject to judicial review only in circumstances described in section 10(a) of the FAA. The four grounds upon which a district court may vacate the award are:

- (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.

9 U.S.C. § 10(a).

PHI turned to the dispute resolution process set forth in the NSA. PHI timely initiated the open negotiation process, but the parties were ultimately unable to agree to a payment amount during the open negotiation period. When open negotiations failed, PHI timely initiated IDR proceedings under the NSA. As a result of the IDR process, the CIDRE entered awards that required HCSC to pay PHI certain amounts. According to PHI, HCSC has not paid the IDR awards, nor has it sought vacatur, modification, or correction of any of the awards.

According to PHI, HCSC frequently does not comply with the statute's 30-day payment requirement. PHI further contends that when claims for services are paid, HCSC provides low reimbursement—in other words, less than the industry standard amount—in the hope that providers will find the IDR process too burdensome or will fail in one of the numerous steps in the IDR process and/or miss one of the NSA's strict deadlines. This, PHI says, forces providers to go through the costly and burdensome

IDR process for every out-of-network transport they provide. And PHI says that when all of these steps to delay and deny have failed, and PHI finally has binding award determinations in its favor, HCSC simply ignores them.

Under the NSA, the HHS, the Department of Labor, and the Department of Treasury have the authority to enforce provider and payor non-compliance with the NSA's provisions. 42 U.S.C. § 300gg-134(b). This enforcement mechanism involves assessment of a \$100 fine for each day of non-compliance. *Id.* § 300gg-134(b)(2). If an entity fails to pay an assessed fine, HHS must refer the matter to the Attorney General, who may seek to recover the amount due by filing an action in the appropriate federal district court. *Id.* § 300gg-134(b)(2)(F).

In this lawsuit, PHI seeks enforcement, or confirmation, of the IDR awards in its favor and against BCBS plans administered by HCSC. PHI asserts claims under the NSA (count 1), the Federal Arbitration Act (FAA) (count 2), Illinois Uniform Arbitration Act (IUAA) (count 3) and ERISA (count 5). PHI also seeks declaratory and injunctive relief related to these claims (count 4) and asserts a violation of the Illinois Consumer Fraud and Deceptive Business Practices Act (count 6). In the alternative, PHI's complaint includes a "motion to confirm" the awards.

HCSC has moved to dismiss under Federal Rule of Civil Procedure 12(b)(6).

Discussion

To survive a motion to dismiss for failure to state a claim under Rule 12(b)(6), "the plaintiff must allege 'enough facts to state a claim to relief that is plausible on its face.'" *NewSpin Sports*, 910 F.3d at 299 (quoting *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007)). At the pleading stage, the Court must "accept all well-pleaded facts in

the complaint as true and draw all reasonable inferences in the plaintiff's favor." *Id.* In ruling on a Rule 12(b)(6) motion to dismiss, a court is limited to assessing the allegations in the complaint, documents attached to the complaint, documents that are critical to the complaint and referred to in it, and information subject to proper judicial notice. *Wertmyer v. Walmart, Inc.*, 142 F.4th 491, 498 (7th Cir. 2025).

A. No Surprises Act (Count 1)

HCSC argues that the NSA does not provide a private right of action to enforce or confirm IDR awards, for three reasons. First, the Act bars "judicial review" of IDR awards except in circumstances involving fraud, corruption, partiality, or other misconduct, none of which is alleged here. Second, the Act omits any terms authorizing private enforcement, despite including those terms in other statutes. Third, the Act establishes an administrative scheme of enforcement. PHI responds that HCSC's arguments would render IDR awards optional rather than mandatory. PHI argues that it does not seek judicial review of the decisions but instead seeks to enforce them. PHI also contends that the modest civil penalties that federal agencies can assess for violation of the NSA are not an effective enforcement scheme.

"[P]rivate rights of action to enforce federal law must be created by Congress." *Alexander v. Sandoval*, 532 U.S. 275, 286 (2001). A private right of action can be express or implied. *Chi. Tchrs. Union, Loc. 1 v. Educators for Excellence, Inc.*, 159 F.4th 524, 528 (7th Cir. 2025). An express right of action is in a statute's text; an implied right of action is "judicially inferred." *Id.* To find an implied right of action, "[t]he judicial task is to interpret the statute Congress has passed to determine whether it displays an intent to create not just a private right but also a private remedy." *Sandoval*, 532 U.S. at

286. There is a "strong presumption" against the creation of an implied right of action. *Chi. Tchrs. Union*, 159 F.4th at 530. Without congressional intent to create a cause of action, "courts may not create one, no matter how desirable that might be as a policy matter, or how compatible with the statute." *Alexander*, 532 U.S. at 286–87.

The NSA does not contain an express private right of action. The only appellate court and majority of district courts to address whether the NSA implies a private right of action (including two judges in this District) have held that that it does not. *Guardian Flight, LLC v. Health Care Servs. Corp.*, 140 F.4th 271 (5th Cir. 2025); *PHI Healthcare LLC v. Heath Care Servs. Corp.*, No. 25 C 12406, 2026 WL 1802985, *3 (N.D. Ill. June 23, 2026) (Kocoras, J.) (collecting cases); *SpecialtyCare Inc. v. Health Care Servs. Corp.*, No. 25 C 12935, 2026 WL 1556442 (N.D. Ill. June 2, 2026) (Shah, J.).

When addressing this issue, Judge Manish Shah noted that the NSA states that payment "shall" be made to providers, "which is 'rights-creating' language suggesting an implied right of action." *Id.* (citing *Me. Cmty. Health Options v. United States*, 590 U.S. 296, 324 (2020)). Judge Shah went on to explain, however, that this language alone was not sufficient to find an implied private right of action. *Id.* Instead, "Congress must intend to create a private remedy." *Id.* In Judge Shah's view, the fact that Congress created an enforcement mechanism for HHS to enforce the NSA is the "'most revealing' clue about Congress's intent and suggests that Congress did not intend to create a private remedy for providers." *Id.* Thus Judge Shah concluded that the text and structure of the NSA do not imply a private right of action. *Id.*

Judge Charles Kocoras agreed with Judge Shah's analysis. *PHI Healthcare*, 2026 WL 1802985, at *3–4. Judge Kocoras also noted that this result is supported by

Congress's decision to expressly choose "to permit petitions brought under Section 10 of the FAA, but not Section 9." *Id.* at *4. Section 9 of the FAA empowers courts to confirm or enforce arbitration awards. *Guardian Flight*, 140 F.4th at 276.

The Court must look to the statute and the legislative intent when considering whether a statute implies a private right of action. Although PHI is correct that the NSA provides that the awards "shall be binding upon the parties involved," this is not sufficient, alone, to create an implied right of action. 42 U.S.C. § 300gg-11(c)(5)(E)(i)(I); *see Chi. Tchrs. Union*, 159 F.4th at 530 ("Our court has recognized a strong presumption exists against the creation of such implied rights of action.").

Congress must also intend to create a private remedy before one may be judicially inferred. The creation of an enforcement mechanism other than a private judicial remedy is "[m]ost revealing of Congress's intent" in this regard. *Chi. Tchrs. Union*, 159 F.4th at 530. In the NSA, Congress empowered the Department of Health and Human Services, the Department of Labor, and the Department of Treasury with enforcement of the NSA. 42 U.S.C. § 300gg-22(b)(2). The agencies may assess penalties against insurers for failure to comply with the NSA. *Id.* Thus Congress chose a remedy that provides for enforcement of statutory obligations through penalties accessed by federal agencies, not a private right of action.

PHI takes issue with Congress's choice and argues it does not equate to a true enforcement mechanism. It is not a court's role, however, to step in and create a private right of action simply because private enforcement may provide a more effective remedy than the mechanism Congress chose. *See Aland v. United States Dep't of the Interior*, No. 23-2415, 2024 WL 2036115, at *2 (7th Cir. May 8, 2024) ("[W]hen Congress does

not impliedly or expressly confer a cause of action to enforce a statute, courts may not create one even if . . . doing so would be desirable as a policy matter.").

In support of its argument, PHI points to three decisions in which courts held that the NSA implies a private right of action. *Guardian Flight LLC v. Aetna*, 789 F. Supp. 3d 214 (D. Conn. 2025); *PHI Health, LLC v. Optimum Choice, Inc.*, 826 F. Supp. 3d 654 (D. Md. 2026); *Shareef Jandali Plastic Surgery LLC v. Cigna Health and Life Ins. Co.*, No. 25 C 1168, 2026 WL 2098149, *8–9 (D. Conn. July 21, 2026). Two more courts have enforced or confirmed NSA awards without discussion of whether the statute creates a private right of action. *Worldwide Aircraft Servs. Inc. v. Worldwide Ins. Servs., LLC*, No. 24 C 840, 2024 WL 4226799, *4 (M.D. Fla. Sept. 18, 2024); *GPS of New Jersey M.D., P.C. v. Horizon Blue Cross & Blue Shield*, No. 22 C 6614, 2023 WL 5815821 (D. N.J. Sept. 8, 2023). And one court has held that a private right of action is not required for judicial confirmation of an NSA award. *Agag v. Cigna Health and Life Ins. Co.*, No. 25 C 498, 2026 WL 1021213 (D. Conn. March 15, 2026)

In *Guardian Flight*, the court concluded that the NSA uses "rights-creating language." *Guardian Flight*, 789 F. Supp. 3d at 226. The court went on to reason that

[b]y placing the "determination . . . shall be binding on the parties" language in a clause immediately preceding the clause barring judicial review—and by locating the two provisions in a paragraph entitled "Effects of determination,"—Congress indicated that the judiciary would play a role in ensuring IDR awards were "binding," and sought only to clarify that courts should not undermine the substance or finality of these awards.

Id. at 228 (internal citation omitted). In the court's view, "[a]ny other interpretation would render IDR awards meaningless except . . . in the rare instance in which an award was challenged unsuccessfully." *Id.* The court also noted that "[p]roviding a private right of action only in cases that fall under the exceptions in § 10(a) of the FAA would also

create strange asymmetries: in cases involving fraud, corruption, partiality, and other misconduct, courts could review and vacate IDR awards, or decline to vacate them, in which case they would have the same force as civil judgments." *Id.*

In *Agag*, the court based its decision that a private right of action was not required to confirm an NSA award on the premise that "[a] private right of action is only required when a party seeks to enforce *substantive* rights in federal court, or at least when the party seeks a determination of the merits of a particular claim." *Agag*, 2026 WL 1021213, at *9. Because the provider's motion to confirm asked the court to act "in a purely ministerial way and enter as a judgment an earlier binding determination," the court concluded that a private right of action was not necessary. *Id.* The court explained that the NSA's administrative enforcement scheme does not provide a provider with any right to be heard when an award remains unpaid. *Id.* The court also noted that it was "conceivable that a health insurance company could choose to pay the civil monetary penalty but not the IDR award, because a civil monetary penalty under the NSA is \$100 per day, whereas an IDR award . . . can be many times that amount." *Id.* at *13 (internal citation omitted).

Most recently, in *Jandali*, the court found that the NSA implied a private right of action. *Jandali*, 2026 WL 2098149, at *8–9. The court relied on a similar analysis as in *Guardian Flight*. *Id.* The court also relied on its view that the "inadequate nominal government enforcement mechanism" does not preclude a private right of action. *Jandali*, 2026 WL 2098149, at *9.

The Court does not find these decisions persuasive. First, in the Court's view, finding that the NSA does not create a private right of action does not render IDR

awards meaningless. As discussed, the NSA includes an enforcement mechanism that penalizes a provider who fails to pay an IDR award. Even if this method of enforcement is not the most effective, it is the method that Congress chose. Furthermore, PHI seeks to enforce a substantive right to payment of the NSA awards. The Court cannot avoid the private right of action question by reframing enforcement or confirmation of the NSA awards as a purely ministerial task.

The Court thus concludes that the NSA does not create an implied private right of action or otherwise permit judicial confirmation of NSA awards.

B. Federal Arbitration Act (Count 2) and Illinois Uniform Arbitration Act (Count 3)

PHI alternatively seeks to enforce the NSA awards through the FAA or the IUAA. HCSC argues that PHI cannot use the FAA or IUAA to confirm the NSA awards because the parties did not have a written agreement to arbitrate.

Section 9 of the FAA states that if the parties "in their agreement have agreed that a judgment of the court shall be entered upon the award made pursuant to the arbitration," a party to the arbitration may apply to the court to confirm the award. 9 U.S.C. § 9. The court must confirm the award unless the award is vacated, modified, or corrected as laid out in sections 10 and 11 of the Act. *Id.* The IUAA states, "Upon application of a party, the court shall confirm an award, unless within the time limits hereinafter imposed grounds are urged for vacating or modifying or correcting the award" 710 ILCS 5/11.

The FAA and IUAA require written arbitration agreements. *Gupta v. Morgan Stanley Smith Barney, LLC*, 934 F.3d 705, 710 (7th Cir. 2019) ("Although [the FAA] requires arbitration agreements to be in writing, it does not require them to be signed.");

Chi. Southshore & S. Bend R.R. v. N. Ind. Commuter Transp. Dist., 184 Ill. 2d 151, 155, 703 N.E.2d 7, 9 (1998) (The IUAA "provides that a *written* agreement to submit any existing or future controversy to arbitration is valid and enforceable.").

PHI does not argue that a written agreement exists. Instead, it argues that HCSC agreed to arbitrate by participating in the NSA dispute resolution process. Rejecting this argument, courts have uniformly held that a party cannot use the FAA to enforce an award entered pursuant to the NSA when the parties did not have a written agreement to arbitrate. *PHI Healthcare*, 2026 WL 1802985, at *4–5; *SpecialtyCare*, 2026 WL 1556442, at *3–4; *Agag*, 2026 WL 1021213, at *8–9. In the Court's view, PHI provides no good reason to depart from those decisions.

The Court concludes that PHI cannot state a claim under the FAA to enforce the NSA awards because no written agreement to arbitrate exists.

C. Employee Retirement Income Security Act (Count 5)

1. Standing

HCSC argues that PHI lacks standing to bring ERISA claims because the plan beneficiaries who allegedly assigned their rights to PHI have not sustained, and cannot sustain, any concrete injury based on HCSC's alleged non-payment or untimely payment of IDR payment determinations. PHI responds that it has standing because it "alleges a concrete injury-in-fact—HCSC's refusal to pay amounts owed—and that a favorable judgment will compel payment." Pl.'s Resp. at 23. It is undisputed that the patients who received air transport services from PHI signed agreements that assigned their insurance benefits to PHI.

"[I]n order to claim the interests of others, the litigants themselves still must have

suffered an injury in fact, thus giving them a sufficiently concrete interest in the outcome of the issue in dispute." *Thole v. U. S. Bank N.A.*, 590 U.S. 538, 543 (2020) (internal citations omitted). "[A]n assignment puts the assignee into the shoes of the assignor." *Milam v. Selene Fin., LP*, 163 F.4th 416, 420 (7th Cir. 2025). "An assignee cannot have greater rights than the assignor possessed[.]" *Decatur Mem'l Hosp. v. Conn. Gen. Life Ins. Co.*, 990 F.2d 925, 927 (7th Cir. 1993).

In *Guardian Flight*, the court found that a provider had standing to bring an ERISA claim—after assignment—because the claim was based on the insurance companies' "improper denial of payment and benefits" for out of network services. *Guardian Flight*, 789 F. Supp. 3d at 232. The court reasoned that "the patient-assignors were still owed these benefits under the plans for which they contracted" so "their denial remains a concrete injury." *Id.*

Judge Shah also addressed a similar question in *SpecialtyCare*. He held that the case did not present a question of standing but instead a question of whether the claim for payment fell within ERISA's "zone of interests." *SpecialtyCare*, 2026 WL 1556442, at *2. "The Supreme Court stressed in *Lexmark International, Inc. v. Static Control Components, Inc.*, 572 U.S. 118 (2014), the importance of keeping standing distinct from statutory coverage." *Penn. Chiropractic Ass'n v. Indep. Hosp. Indem. Plan, Inc.*, 802 F.3d 926, 928 (7th Cir. 2015). Under ERISA, "[a] civil action may be brought by a participant or beneficiary [of an ERISA plan] to recover benefits due to him under the terms of his plan, to enforce his rights under the terms of the plan, or to clarify his rights to future benefits under the terms of the plan." 29 U.S.C. § 1132(a)(1)(B). The question therefore is "whether plaintiffs are participants or beneficiaries as ERISA uses those

words—both of which are defined terms." *Penn. Chiropractic*, 802 F.3d at 328. A beneficiary is "a person designated by a participant, or by the terms of an employee benefit plan, who is or may become entitled to a benefit thereunder." 29 U.S.C. § 1002(8).

The issue in this case is not whether PHI has standing to bring an ERISA claim but instead is whether PHI's claim falls within ERISA's "zone of interests." *SpecialtyCare*, 2026 WL 1556442, at *2–3. PHI alleges that patients have assigned it their benefits under the HCSC plans and thus it is a "beneficiary." But PHI is not asserting assigned claims while standing in the shoes of patients. Instead, PHI's claim is based on HCSC's alleged failure to pay IDR awards owed to PHI itself. The patients could not bring a claim to enforce the awards, and thus the patients have no claim to assign to PHI. The Court thus concludes that PHI cannot bring a claim to enforce the NSA awards under ERISA because the claim does not fall within the Act's zone of interests.

2. Failure to state a claim

HCSC also argues that PHI has not stated a viable claim under sections 502(a)(1)(B) or 502(a)(3) of ERISA. PHI contends that it has stated a claim under section 502(a)(1)(B) for underpayment of benefits. PHI also responds that its section 502(a)(3) claim is distinct from its section 502(a)(1) claim for payment. According to PHI, its section 502(a)(1) claim "seeks equitable relief to force compliance with the NSA provisions of ERISA and related regulations. In other words, PHI seeks an injunction compelling HCSC to pay IDR awards within 30 days of issuance." Pl.'s Resp. at 24-25.

Section 1132(a)(1)(B) states: "A civil action may be brought—(1) by a participant

or beneficiary . . . (B) to recover benefits due to him under the terms of his plan, to enforce his rights under the terms of the plan, or to clarify his rights to future benefits under the terms of the plan" 29 U.S.C. § 1132(a)(1)(B). Section 1132(a)(3) provides that a civil action may be brought "by a participant, beneficiary, or fiduciary (A) to enjoin any act or practice which violates any provision of this subchapter or the terms of the plan, or (B) to obtain other appropriate equitable relief (i) to redress such violations or (ii) to enforce any provisions of this subchapter or the terms of the plan." 29 U.S.C. § 1132(a)(3). This equitable relief "is available only when Congress did not provide relief elsewhere." *Griffin v. TeamCare*, 909 F.3d 842, 846 (7th Cir. 2018).

As discussed, PHI does not allege that it is a participant, beneficiary, or fiduciary under ERISA. This is a requirement to state a claim under section 1132(a)(1)(B) or 1132(a)(3) of ERISA. Thus the Court concludes that PHI has failed to state a claim under these provisions.

D. Illinois Consumer Fraud and Deceptive Business Practices Act (Count 6)

HCSC argues that PHI cannot state a claim under the Illinois Consumer Fraud and Deceptive Business Practices Act because it is not a consumer and cannot satisfy the "consumer nexus" test. HCSC also argues that the failure to pay the NSA awards lacks any sufficient connection with Illinois. Finally, HCSC argues that PHI fails to allege facts that plausibly show a violation of the Act.

PHI concedes that it is not a consumer and thus recognizes that it can state an unfair conduct claim only if it alleges facts to establish standing under the "consumer

nexus" test.¹ PHI argues that its allegations satisfy the "consumer nexus" test because it alleges that Illinois consumers purchase HCSC products with the expectation of compliance with federal law and that HCSC's refusal to pay binding IDR awards undermines the value of its products and threatens access to care. PHI further contends that the claim is sufficiently connected to Illinois because it alleges that HCSC is headquartered in Illinois and directs its claims administration, payment processing, and payment policies from Illinois. Finally, PHI responds that it has stated a claim because it alleges that HCSC maintains a pattern and practice of refusing to pay IDR awards which harms providers, restricts access to care, and undermines statutory protections.

A plaintiff who asserts an unfair conduct claim under the Illinois Consumer Fraud and Deceptive Practices Act must allege: (1) a practice offends public policy, (2) is immoral, unethical, oppressive, or unscrupulous, and (3) causes substantial injury to consumers. *Benson v. Fannie May Confections Brands, Inc.*, 944 F.3d 639, 647 (7th Cir. 2019). A business may maintain a claim under the Consumer Fraud and Deceptive Practices Act only if "the alleged conduct involves trade practices addressed to the market generally or otherwise implicates consumer protection concerns." *Kim v. State Farm Mut. Auto. Ins. Co.*, 2021 IL App (1st) 200135, ¶ 46, 199 N.E.3d 737, 752. A plaintiff must also sufficiently allege that "the circumstances that relate to the disputed

¹ The Illinois Supreme Court addressed the "consumer nexus" test in the context of a deceptive practices claim. *Tri-Plex Tech. Servs., Ltd. v. Jon-Don, LLC*, 2024 IL 129183, ¶¶ 30–38, 241 N.E.3d 454, 463–66. The court held that there is no "consumer nexus" exemption that relieves a business plaintiff from alleging facts in support of the element of proximate cause." *Id.* at ¶ 38, 241 N.E.3d at 465. Because PHI asserts an unfair conduct claim as opposed to a deceptive practices claim, *Tri-Plex* does not impact the Court's analysis.

transaction occur primarily and substantially in Illinois." *Avery v. State Farm Mut. Auto. Ins. Co.*, 216 Ill. 2d 100, 187, 835 N.E.2d 801, 853–54 (2005). "[T]here is no single formula or bright-line test for determining whether a transaction occurs within the state. Rather, each case must be decided on its own facts." *Id.*

Judge Kocoras recently rejected PHI's argument that similar allegations were sufficient to establish "a sufficient nexus to Illinois." *PHI Health*, 2026 WL 1802985, at *8. He based this on the fact that the services giving rise to the payment dispute were not rendered in Illinois and the individuals who received the services that ultimately led to the NSA awards were not Illinois residents. *Id.* Additionally, PHI did not allege that it dealt with any representatives of the defendant insurance company in Illinois or suffered damage in Illinois. *Id.* Instead, the "only reason Illinois is impacted is because BCBSTX is a division of a company headquartered in Illinois." *Id.* The court concluded this was insufficient, given the totality of PHI's allegations, to find that "the circumstances that relate to the disputed transaction occur[ed] primarily and substantially in Illinois." *Id.* (quoting *Robinson v. DeVry Educ. Grp., Inc.*, No. 16 C 7447, 2018 WL 828050, *4 (N.D. Ill. Feb. 12, 2018)).

Two of the NSA awards at issue in this case relate to services provided to participants of group health plans administered by Blue Cross Blue Shield of Illinois. HCSC noted at oral argument, however, that PHI does not provide services within Illinois. Thus, even though these individuals were covered by Illinois plans, the patients could not have been in Illinois when they received PHI's air ambulance services.

The fact that PHI does not render services in Illinois creates a larger problem for its Consumer Fraud and Deceptive Business Practices Act claim. PHI's primary

"consumer nexus" argument is that HCSC's refusal to pay IDR awards harms providers and restricts access to care. At oral argument, PHI emphasized that consumers would be impacted by HCSC's refusal to pay IDR awards because, if it goes unpaid, PHI ultimately would go out of business and would no longer be available to provide services to consumers. The problem, however, is that PHI does not allege or argue that it regularly provides services to *Illinois* consumers. Without this information, any potential impact on Illinois consumers is remote and speculative.

PHI also argues that it adequately alleges conduct occurring substantially and primarily in Illinois because "HCSC is headquartered in Illinois and directs claims administration, payment processing, and payment policies from Illinois, including decisions regarding (non-)compliance with IDR awards." Pl.'s Resp. at 26. These contentions do not support PHI's claim because they do not relate to HCSC's conduct towards the market and consumers.

At oral argument, PHI pointed the Court to *Guardian Flight*, 789 F. Supp. 3d at 238, arguing that the court in that case concluded that the plaintiff stated a claim for unfair and deceptive practices. This case provides no support for PHI's position, however, because the court did not address whether the plaintiff sufficiently alleged a nexus between the alleged conduct and Connecticut.

The Court concludes that PHI has not stated pled a viable claim under the Illinois Consumer Fraud and Deceptive Business Practices Act because the allegedly illegal conduct did not occur primarily and substantially in Illinois.

E. Declaratory and injunctive relief (Count 4)

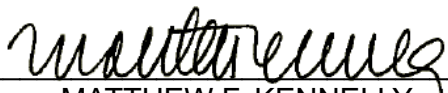
"A justiciable actual controversy exists only when a private right of action is available." *Mellott v. Sprague*, 334 F. Supp. 3d 916, 922–23 (C.D. Ill. 2017) (citing

Schilling v. Rogers, 363 U.S. 666, 677 (1960) ("the Declaratory Judgments Act is not an independent source of federal jurisdiction, the availability of such relief presupposes the existence of a judicially remedial right"). PHI's declaratory judgment and injunctive relief claim thus cannot survive without any underlying claim.

Conclusion

For the reasons stated above, the Court grants defendant's motion to dismiss plaintiff's first amended complaint [dkt. no. 28]. Unless PHI files, by August 26, 2026, a motion to amend attaching a proposed second amended complaint including at least one viable claim over which the Court has jurisdiction, the Court will enter judgment against it. The case is set for a telephonic status hearing on September 2, 2026 at 9:00 a.m., using call-in number 650-479-3207, access code 2305-915-8729.

Date: August 5, 2026


MATTHEW F. KENNELLY
United States District Judge

IN THE UNITED STATES DISTRICT COURT
FOR THE
NORTHERN DISTRICT OF ILLINOIS

Plaintiff(s),

v.

Defendant(s).

Case No.
Judge Matthew F. Kennelly

JUDGMENT IN A CIVIL CASE

Judgment is hereby entered (check appropriate box):

in favor of plaintiff(s)
and against defendant(s)
in the amount of \$

which ☐ includes pre-judgment interest.
☐ does not include pre-judgment interest.

Post-judgment interest accrues on that amount at the rate provided by law from the date of this judgment.

Plaintiff(s) shall recover costs from defendant(s).

☐ in favor of defendant(s)
and against plaintiff(s)

Defendant(s) shall recover costs from plaintiff(s).

☒ other: Plaintiff's claims are dismissed.

This action was (*check one*):

☐ tried by a jury with Judge
☐ tried by Judge
☒ decided by Judge Matthew F. Kennelly

presiding, and the jury has rendered a verdict.
without a jury and the above decision was reached.
on a motion .

Date: 8/18/2026

Thomas G. Bruton, Clerk of Court

Melissa Astell, Deputy Clerk

APPX381

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

PHI HEALTH, LLC,

Plaintiff,

v.

HEALTH CARE SERVICES CORP., A
MUTUAL LEGAL RESERVE COMPANY
D/B/A BLUE CROSS BLUE SHIELD,

Defendant.

Case No. 1:26-cv-02954

Hon. Matthew F. Kennelly

PLAINTIFF PHI HEALTH, LLC'S NOTICE OF APPEAL

Plaintiff PHI Health, LLC (“PHI”) appeals to the United States Court of Appeals for the Seventh Circuit from all orders and decisions, including, without limitation, the Memorandum Order and Opinion granting Defendant’s motion to dismiss rendered on August 5, 2026 (ECF No. 42).

Dated: August 19, 2026

Respectfully submitted,

PHI HEALTH, LLC

/s/ Natalie R. Holden
One of Its Attorneys

Brant C. Martin
Texas Bar No. 24002529
brant.martin@wickphillips.com
WICK PHILLIPS GOULD & MARTIN, LLP
100 Throckmorton Street, Suite 150
Fort Worth, Texas 76102
Telephone: (817) 332-7788
Facsimile: (817) 332-7789

Elizabeth H. Lemoine
Texas Bar No. 24027236
elizabeth.lemoine@wickphillips.com
Caitlin C. McNamara
Texas Bar No. 24100691
caitlin.mcnamara@wickphillips.com
WICK PHILLIPS GOULD & MARTIN, LLP
3131 McKinney Avenue, Suite 500
Dallas, Texas 75204
Telephone: (214) 692-6200
Facsimile: (214) 692-6255

L. Brandon Liss (bliss@foxswibel.com)
Natalie Holden (nholden@foxswibel.com)
FOX SWIBEL LEVIN & CARROLL LLP
200 West Madison Street, Suite 3000
Chicago, IL 60606
Telephone: (312) 224-1200

Counsel for Plaintiff PHI Health, LLC

CERTIFICATE OF SERVICE

The undersigned attorney hereby certifies that on August 19, 2026, she caused the foregoing document to be electronically filed with the Clerk of the United States District Court for the Northern District of Illinois, Eastern Division, using the Court's CM/ECF system, which shall send notification of such filing to all counsel of record.

Dated: August 19, 2026

/s/ Natalie R. Holden
Natalie R. Holden