

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,

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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:

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**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. Tchs. 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. Tchs. 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

/Susan McClintic , Deputy Clerk

United States District Court
Northern District of Illinois - CM/ECF NextGen 1.9 (rev. 1.9) (Chicago)
CIVIL DOCKET FOR CASE #: 1:24-cv-12902
Internal Use Only

SpecialtyCare, Inc et al v. Health Care Service Corporation d/b/a
Blue Cross Blue Shield of New Mexico
Assigned to: Honorable Manish S. Shah
Demand: \$44,000

related Cases: 1:24-cv-12935

1:24-cv-12945

Cause: 29:1132 E.R.I.S.A.-Employee Benefits

Date Filed: 12/16/2024

Date Terminated: 06/02/2026

Jury Demand: None

Nature of Suit: 890 Other Statutory Actions

Jurisdiction: Federal Question

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V.

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ATTORNEY TO BE NOTICED

Date Filed	#	Docket Text
12/16/2024	<u>1</u>	COMPLAINT filed by SpecialtyCare, Inc, Sentient Physicians, PC, Remote Neuromonitoring Physicians, PC; Filing fee \$ 405, receipt number AILNDC-22849446. (Attachments: # <u>1</u> Exhibit Exhibit A)(Westhoff, Bryan) (Entered: 12/16/2024)
12/16/2024	<u>2</u>	CIVIL Cover Sheet (Westhoff, Bryan) (Entered: 12/16/2024)
12/16/2024		CASE ASSIGNED to the Honorable Manish S. Shah. Designated as Magistrate Judge the Honorable Heather K. McShain. Case assignment: Random assignment. (Civil Category 2). (dec,) (Entered: 12/16/2024)
12/16/2024		CLERK'S NOTICE: Pursuant to Local Rule 73.1(b), a United States Magistrate Judge of this court is available to conduct all proceedings in this civil action. If all parties consent to have the currently assigned United States Magistrate Judge conduct all proceedings in this case, including trial, the entry of final judgment, and all post-trial proceedings, all parties must sign their names on the attached <u>Consent To</u> form. This consent form is eligible for filing only if executed by all parties. The parties can also express their consent to jurisdiction by a magistrate judge in any joint filing, including the Joint Initial Status Report or proposed Case Management Order. (dec,) (Entered: 12/16/2024)
12/16/2024	<u>3</u>	ATTORNEY Appearance for Plaintiffs SpecialtyCare, Inc, Remote Neuromonitoring Physicians, PC, Sentient Physicians, PC by Bryan Michael Westhoff (Westhoff, Bryan) (Entered: 12/16/2024)
12/16/2024	<u>4</u>	NOTIFICATION of Affiliates pursuant to Local Rule 3.2 by SpecialtyCare, Inc (Westhoff, Bryan) (Entered: 12/16/2024)
12/16/2024	<u>5</u>	NOTIFICATION of Affiliates pursuant to Local Rule 3.2 by Remote Neuromonitoring Physicians, PC (Westhoff, Bryan) (Entered: 12/16/2024)
12/16/2024	<u>6</u>	NOTIFICATION of Affiliates pursuant to Local Rule 3.2 by Sentient Physicians, PC (Westhoff, Bryan) (Entered: 12/16/2024)

12/16/2024	<u>7</u>	ATTORNEY Appearance for Plaintiffs SpecialtyCare, Inc, Remote Neuromonitoring Physicians, PC, Sentient Physicians, PC by Kevin M. Hogan (Hogan, Kevin) (Entered: 12/16/2024)
12/20/2024	<u>8</u>	ATTORNEY Appearance for Plaintiffs SpecialtyCare, Inc, Remote Neuromonitoring Physicians, PC, Sentient Physicians, PC by Kevin T. Elkins (Elkins, Kevin) (Entered: 12/20/2024)
12/20/2024	<u>9</u>	MOTION by Plaintiffs SpecialtyCare, Inc, Remote Neuromonitoring Physicians, PC, Sentient Physicians, PC to transfer case <i>as related</i> (Attachments: # <u>1</u> Exhibit Exhibits A through D)(Westhoff, Bryan) (Entered: 12/20/2024)
12/20/2024	<u>10</u>	NOTICE of Motion by Bryan Michael Westhoff for presentment of motion to transfer case <u>9</u> before Honorable Manish S. Shah on 1/8/2025 at 09:45 AM. (Westhoff, Bryan) (Entered: 12/20/2024)
12/27/2024	<u>11</u>	ANNUAL REMINDER: Pursuant to <u>Local Rule 3.2 (Notification of Affiliates)</u> , any nongovernmental party, other than an individual or sole proprietorship, must file a statement identifying all its affiliates known to the party after diligent review or, if the party has identified no affiliates, then a statement reflecting that fact must be filed. An affiliate is defined as follows: any entity or individual owning, directly or indirectly (through ownership of one or more other entities), 5% or more of a party. The statement is to be electronically filed as a PDF in conjunction with entering the affiliates in CM/ECF as prompted. As a reminder to counsel, parties must supplement their statements of affiliates within thirty (30) days of any change in the information previously reported. This minute order is being issued to all counsel of record to remind counsel of their obligation to provide updated information as to additional affiliates if such updating is necessary. If counsel has any questions regarding this process, this <u>LINK</u> will provide additional information. Signed by the Honorable Virginia M. Kendall on 12/27/2024: Mailed notice. (tg,) (Entered: 12/31/2024)
01/02/2025		SUMMONS Issued as to Defendant Health Care Service Corporation d/b/a Blue Cross Blue Shield of New Mexico (vjd,) (Entered: 01/02/2025)
01/03/2025	<u>12</u>	ATTORNEY Appearance for Plaintiffs SpecialtyCare, Inc, Remote Neuromonitoring Physicians, PC, Sentient Physicians, PC by Joshua Arters (Arters, Joshua) (Entered: 01/03/2025)
01/07/2025	<u>13</u>	MINUTE entry before the Honorable Manish S. Shah: Hearing on plaintiffs' motion to reassign is reset to 1/21/2025 at 09:45 AM. No appearance on 1/8/25 is necessary. (mss) (Entered: 01/07/2025)
01/07/2025	<u>14</u>	NOTICE of Motion by Bryan Michael Westhoff for presentment of motion to transfer case <u>9</u> before Honorable Manish S. Shah on 1/21/2025 at 09:45 AM. (Westhoff, Bryan) (Entered: 01/07/2025)
01/14/2025	<u>15</u>	WAIVER OF SERVICE returned executed by SpecialtyCare, Inc, Sentient Physicians, PC, Remote Neuromonitoring Physicians, PC. Health Care Service Corporation d/b/a Blue Cross Blue Shield of New Mexico waiver sent on 12/27/2024, answer due 2/25/2025. (Hogan, Kevin) (Entered: 01/14/2025)

01/21/2025	<u>16</u>	MINUTE entry before the Honorable Manish S. Shah: Motion hearing held. For the reasons stated in open court, the motion to transfer case <u>9</u> 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,) (Entered: 01/21/2025)
01/24/2025	<u>17</u>	ATTORNEY Appearance for Defendant Health Care Service Corporation d/b/a Blue Cross Blue Shield of New Mexico by Vanessa Ashley Yashoda Perumal (Perumal, Vanessa) (Entered: 01/24/2025)
01/24/2025	<u>18</u>	ATTORNEY Appearance for Defendant Health Care Service Corporation d/b/a Blue Cross Blue Shield of New Mexico by Jason Theodore Mayer (Mayer, Jason) (Entered: 01/24/2025)
01/24/2025	<u>19</u>	ATTORNEY Appearance for Defendant Health Care Service Corporation d/b/a Blue Cross Blue Shield of New Mexico by Martin J. Bishop (Bishop, Martin) (Entered: 01/24/2025)
01/24/2025	<u>20</u>	NOTIFICATION of Affiliates pursuant to Local Rule 3.2 by Health Care Service Corporation d/b/a Blue Cross Blue Shield of New Mexico <i>Corporate Disclosure Statement and Notification of Affiliates</i> (Bishop, Martin) (Entered: 01/24/2025)
02/24/2025	<u>21</u>	MOTION by Defendant Health Care Service Corporation d/b/a Blue Cross Blue Shield of New Mexico for extension of time to file answer regarding complaint <u>1</u> <i>Joint Motion to Extend Time to Respond to Complaint</i> (Mayer, Jason) (Entered: 02/24/2025)
02/24/2025	<u>22</u>	NOTICE of Motion by Jason Theodore Mayer for presentment of motion for extension of time to file answer <u>21</u> before Honorable Manish S. Shah on 3/4/2025 at 09:45 AM. (Mayer, Jason) (Entered: 02/24/2025)
02/25/2025	<u>23</u>	MINUTE entry before the Honorable Manish S. Shah: The motion for extension of time to answer <u>21</u> is granted, and no appearance is necessary. Defendants' response to the complaint is due 3/27/25, and the parties' initial status report is due 4/11/25. Notices mailed. (psm,) (Entered: 02/25/2025)
03/14/2025	<u>24</u>	MOTION by Defendant Health Care Service Corporation d/b/a Blue Cross Blue Shield of New Mexico for extension of time to file answer <i>(Second Joint)</i> (Mayer, Jason) (Entered: 03/14/2025)
03/14/2025	<u>25</u>	NOTICE of Motion by Jason Theodore Mayer for presentment of motion for extension of time to file answer <u>24</u> before Honorable Manish S. Shah on 3/27/2025 at 09:45 AM. (Mayer, Jason) (Entered: 03/14/2025)
03/18/2025	<u>26</u>	MINUTE entry before the Honorable Manish S. Shah: The motion for extension of time to answer <u>24</u> is granted, and no appearance is necessary. Defendant's response to the complaint is due 6/25/25 and the status report is due 7/10/25. Notices Mailed. (psm,) (Entered: 03/18/2025)
06/04/2025	<u>27</u>	MOTION by Defendant Health Care Service Corporation d/b/a Blue Cross Blue Shield of New Mexico for extension of time to file answer regarding complaint <u>1</u> <i>(Third Joint)</i> (Mayer, Jason) (Entered: 06/04/2025)

06/04/2025	<u>28</u>	NOTICE of Motion by Jason Theodore Mayer for presentment of motion for extension of time to file answer <u>27</u> before Honorable Manish S. Shah on 6/25/2025 at 09:45 AM. (Mayer, Jason) (Entered: 06/04/2025)
06/09/2025	<u>29</u>	MINUTE entry before the Honorable Manish S. Shah: The motion for extension of time to answer <u>27</u> is granted, and no appearance is necessary. Defendant's response to the complaint is due 8/25/25 and the status report is due 9/15/25. Notices mailed. (psm,) (Entered: 06/09/2025)
08/25/2025	<u>30</u>	MOTION by Defendant Health Care Service Corporation d/b/a Blue Cross Blue Shield of New Mexico to dismiss <i>Plaintiffs' Complaint</i> (Mayer, Jason) (Entered: 08/25/2025)
08/25/2025	<u>31</u>	MEMORANDUM by Health Care Service Corporation d/b/a Blue Cross Blue Shield of New Mexico in support of motion to dismiss <u>30</u> <i>Defendant's Memorandum of Law in Support of Its Motion to Dismiss Plaintiffs' Complaint</i> (Mayer, Jason) (Entered: 08/25/2025)
08/25/2025	<u>32</u>	NOTICE of Motion by Jason Theodore Mayer for presentment of motion to dismiss <u>30</u> before Honorable Manish S. Shah on 9/11/2025 at 09:45 AM. (Mayer, Jason) (Entered: 08/25/2025)
08/26/2025	<u>33</u>	MINUTE entry before the Honorable Manish S. Shah: No appearance on 9/11/25 is necessary. The parties shall file a status report before or on 9/15/25 proposing a briefing schedule on the motion to dismiss. Notices Mailed. (psm,) (Entered: 08/26/2025)
09/02/2025	<u>34</u>	NOTICE by Jason Theodore Mayer of Change of Address <i>Notice of Change of Address and Firm Affiliation</i> (Mayer, Jason) (Entered: 09/02/2025)
09/09/2025	<u>35</u>	NOTICE by Martin J. Bishop of Change of Address <i>and Firm Affiliation</i> (Bishop, Martin) (Entered: 09/09/2025)
09/09/2025	<u>36</u>	NOTICE by Vanessa Ashley Yashoda Perumal of Change of Address <i>and Firm Affiliation</i> (Perumal, Vanessa) (Entered: 09/09/2025)
09/15/2025	<u>37</u>	<i>First</i> AMENDED complaint by SpecialtyCare, Inc, Sentient Physicians, PC, Remote Neuromonitoring Physicians, PC against Health Care Service Corporation d/b/a Blue Cross Blue Shield of New Mexico <i>and Petition to Confirm Arbitration Award</i> (Attachments: # <u>1</u> Exhibit A. Unpaid Balances)(Arters, Joshua) (Entered: 09/15/2025)
09/15/2025	<u>38</u>	STATUS Report (<i>Joint</i>) by Remote Neuromonitoring Physicians, PC, Sentient Physicians, PC, SpecialtyCare, Inc (Hogan, Kevin) (Entered: 09/15/2025)
09/16/2025	<u>39</u>	MINUTE entry before the Honorable Manish S. Shah: Defendant's motion to dismiss <u>30</u> is terminated as moot. Defendant's response to the first amended complaint is due 9/19/25, plaintiffs' response to the expected motion to dismiss is due 10/10/25, and defendants may reply by 10/31/25. Discovery remains stayed pending a ruling on the forthcoming motion to dismiss. Notices Mailed. (psm,) (Entered: 09/16/2025)
09/19/2025	<u>40</u>	MOTION by Defendant Health Care Service Corporation d/b/a Blue Cross Blue Shield of New Mexico to dismiss <i>Plaintiffs' First Amended Complaint</i> (Mayer, Jason) (Entered: 09/19/2025)

09/19/2025	<u>41</u>	MEMORANDUM by Health Care Service Corporation d/b/a Blue Cross Blue Shield of New Mexico in support of motion to dismiss <u>40</u> <i>Plaintiffs' First Amended Complaint</i> (Mayer, Jason) (Entered: 09/19/2025)
09/19/2025	<u>42</u>	NOTICE of Motion by Jason Theodore Mayer for presentment of motion to dismiss <u>40</u> before Honorable Manish S. Shah on 10/9/2025 at 09:45 AM. (Mayer, Jason) (Entered: 09/19/2025)
10/08/2025	<u>43</u>	MINUTE entry before the Honorable Manish S. Shah: No appearance on 10/9/25 is necessary. Plaintiffs' response to the motion to dismiss remains due 10/10/25, and defendants' reply 10/31/25. Notices Mailed. (psm,) (Entered: 10/08/2025)
10/10/2025	<u>44</u>	RESPONSE by Remote Neuromonitoring Physicians, PC, Sentient Physicians, PC, SpecialtyCare, Incin Opposition to MOTION by Defendant Health Care Service Corporation d/b/a Blue Cross Blue Shield of New Mexico to dismiss <i>Plaintiffs' First Amended Complaint</i> <u>40</u> (Attachments: # <u>1</u> Exhibit 1 - Guardian Flight USA Amicus)(Arters, Joshua) (Entered: 10/10/2025)
10/31/2025	<u>45</u>	REPLY by Health Care Service Corporation d/b/a Blue Cross Blue Shield of New Mexico to response in opposition to motion, <u>44</u> (Mayer, Jason) (Entered: 10/31/2025)
12/31/2025	<u>46</u>	ANNUAL REMINDER: Pursuant to <u>Local Rule 3.2 (Notification of Affiliates)</u> , any nongovernmental party, other than an individual or sole proprietorship, must file a statement identifying all its affiliates known to the party after diligent review or, if the party has identified no affiliates, then a statement reflecting that fact must be filed. An affiliate is defined as follows: any entity or individual owning, directly or indirectly (through ownership of one or more other entities), 5% or more of a party. The statement is to be electronically filed as a PDF in conjunction with entering the affiliates in CM/ECF as prompted. As a reminder to counsel, parties must supplement their statements of affiliates within thirty (30) days of any change in the information previously reported. This minute order is being issued to all counsel of record to remind counsel of their obligation to provide updated information as to additional affiliates if such updating is necessary. If counsel has any questions regarding this process, this <u>LINK</u> will provide additional information. Signed by the Honorable Virginia M. Kendall on 12/31/2025: Mailed notice. (tg,) (Entered: 12/31/2025)
01/13/2026	<u>47</u>	MOTION by Defendant Health Care Service Corporation d/b/a Blue Cross Blue Shield of New Mexico for leave to file <i>Notice of Supplemental Authority in Support of Motion to Dismiss</i> (Mayer, Jason) (Entered: 01/13/2026)
01/13/2026	<u>48</u>	NOTICE of Motion by Jason Theodore Mayer for presentment of motion for leave to file <u>47</u> before Honorable Manish S. Shah on 1/20/2026 at 09:45 AM. (Mayer, Jason) (Entered: 01/13/2026)
01/15/2026	<u>49</u>	MINUTE entry before the Honorable Manish S. Shah: The motion for leave to file <u>47</u> is granted, and no appearance is necessary. Defendant shall file its list of supplemental authority as a separate entry on the docket. Notices Mailed. (psm,) (Entered: 01/15/2026)
01/15/2026	<u>50</u>	NOTICE by Health Care Service Corporation d/b/a Blue Cross Blue Shield of New Mexico <i>Notice of Supplemental Authority in Support of Motion to Dismiss</i> (Mayer, Jason) (Entered: 01/15/2026)

02/13/2026	<u>51</u>	MOTION by Defendant Health Care Service Corporation d/b/a Blue Cross Blue Shield of New Mexico for leave to file <i>Notice of Supplemental Authority in Support of Motion to Dismiss</i> (Mayer, Jason) (Entered: 02/13/2026)
02/13/2026	<u>52</u>	NOTICE of Motion by Jason Theodore Mayer for presentment of motion for leave to file <u>51</u> before Honorable Manish S. Shah on 2/19/2026 at 09:45 AM. (Mayer, Jason) (Entered: 02/13/2026)
02/18/2026	<u>53</u>	MINUTE entry before the Honorable Manish S. Shah: The motion for leave to file <u>51</u> is granted, and no appearance is necessary. Defendant may file its notice as a separate entry on the docket. Notices mailed. (psm,) (Entered: 02/18/2026)
02/18/2026	<u>54</u>	NOTICE by Health Care Service Corporation d/b/a Blue Cross Blue Shield of New Mexico <i>Notice of Supplemental Authority in Support of Motion to Dismiss</i> (Mayer, Jason) (Entered: 02/18/2026)
04/03/2026	<u>55</u>	MOTION by Plaintiffs Remote Neuromonitoring Physicians, PC, Sentient Physicians, PC, SpecialtyCare, Inc to supplement <i>Unopposed Motion for Leave to File Notice of Supplemental Authority</i> (Arters, Joshua) (Entered: 04/03/2026)
04/03/2026	<u>56</u>	NOTICE of Motion by Joshua Arters for presentment of motion to supplement <u>55</u> before Honorable Manish S. Shah on 4/9/2026 at 09:45 AM. (Arters, Joshua) (Entered: 04/03/2026)
04/06/2026	<u>57</u>	MINUTE entry before the Honorable Manish S. Shah: The motion to supplement <u>55</u> is granted, and no appearance is necessary. Plaintiffs may file a notice of supplemental authority. Notices Mailed. (psm,) (Entered: 04/06/2026)
04/06/2026	<u>58</u>	NOTICE by Remote Neuromonitoring Physicians, PC, Sentient Physicians, PC, SpecialtyCare, Inc re response in opposition to motion, <u>44</u> <i>Plaintiffs' Notice of Supplemental Authority</i> (Attachments: # <u>1</u> Exhibit A. Supplemental Authority)(Arters, Joshua) (Entered: 04/06/2026)
04/06/2026	<u>59</u>	MOTION by Defendant Health Care Service Corporation d/b/a Blue Cross Blue Shield of New Mexico for leave to file <i>Notice of Supplemental Authority in Support of Motion to Dismiss</i> (Mayer, Jason) (Entered: 04/06/2026)
04/06/2026	<u>60</u>	NOTICE of Motion by Jason Theodore Mayer for presentment of motion for leave to file <u>59</u> before Honorable Manish S. Shah on 4/9/2026 at 09:45 AM. (Mayer, Jason) (Entered: 04/06/2026)
04/07/2026	<u>61</u>	MINUTE entry before the Honorable Manish S. Shah: The motion for leave to file notice of supplemental authority <u>59</u> is granted, and no appearance is necessary. Notices mailed. (psm,) (Entered: 04/07/2026)
04/07/2026	<u>62</u>	NOTICE by Health Care Service Corporation d/b/a Blue Cross Blue Shield of New Mexico <i>Notice of Supplemental Authority in Support of Motion to Dismiss</i> (Mayer, Jason) (Entered: 04/07/2026)
04/24/2026	<u>63</u>	MOTION by Plaintiffs Remote Neuromonitoring Physicians, PC, Sentient Physicians, PC, SpecialtyCare, Inc to supplement <i>Unopposed Motion for Leave to File Notice of Supplemental Authority</i>

		(Arters, Joshua) (Entered: 04/24/2026)
04/24/2026	<u>64</u>	NOTICE of Motion by Joshua Arters for presentment of motion to supplement <u>63</u> before Honorable Manish S. Shah on 4/30/2026 at 09:45 AM. (Arters, Joshua) (Entered: 04/24/2026)
04/27/2026	<u>65</u>	MINUTE entry before the Honorable Manish S. Shah: The motion for leave to file supplemental authority <u>63</u> is granted, and no appearance is necessary. Notices Mailed. (psm,) (Entered: 04/27/2026)
04/28/2026	<u>66</u>	NOTICE by All Plaintiffs re response in opposition to motion, <u>44</u> <i>Plaintiffs' Notice of Supplemental Authority</i> (Attachments: # <u>1</u> Exhibit Exhibit A)(Arters, Joshua) (Entered: 04/28/2026)
04/30/2026	<u>67</u>	MOTION by Defendant Health Care Service Corporation d/b/a Blue Cross Blue Shield of New Mexico for leave to file <i>To File Response to Plaintiffs' Notices of Supplemental Authority (UNOPPOSED)</i> (Mayer, Jason) (Entered: 04/30/2026)
04/30/2026	<u>68</u>	NOTICE of Motion by Jason Theodore Mayer for presentment of motion for leave to file <u>67</u> before Honorable Manish S. Shah on 5/6/2026 at 09:45 AM. (Mayer, Jason) (Entered: 04/30/2026)
04/30/2026	<u>69</u>	MOTION by Plaintiffs Remote Neuromonitoring Physicians, PC, Sentient Physicians, PC, SpecialtyCare, Inc to supplement <i>Unopposed Motion for Leave to File Notice of Supplemental Authority</i> (Arters, Joshua) (Entered: 04/30/2026)
04/30/2026	<u>70</u>	NOTICE of Motion by Joshua Arters for presentment of motion to supplement <u>69</u> before Honorable Manish S. Shah on 5/7/2026 at 09:45 AM. (Arters, Joshua) (Entered: 04/30/2026)
05/01/2026	<u>71</u>	MINUTE entry before the Honorable Manish S. Shah: The motions for leave to file response <u>67</u> and to supplement <u>69</u> are granted, and no appearance on either motion is necessary. Notices Mailed. (psm,) (Entered: 05/01/2026)
05/01/2026	<u>72</u>	RESPONSE by Defendant Health Care Service Corporation d/b/a Blue Cross Blue Shield of New Mexico <i>To Plaintiffs' Notices of Supplemental Authority</i> (Mayer, Jason) (Entered: 05/01/2026)
05/01/2026	<u>73</u>	NOTICE by All Plaintiffs re response in opposition to motion, <u>44</u> <i>Notice of Supplemental Authority</i> (Attachments: # <u>1</u> Exhibit Exhibit A - Supplemental Authority) (Arters, Joshua) (Entered: 05/01/2026)
05/20/2026	<u>74</u>	MOTION by Defendant Health Care Service Corporation d/b/a Blue Cross Blue Shield of New Mexico for leave to file <i>Notice of Supplemental Authority in Support of Motion to Dismiss (UNOPPOSED)</i> (Perumal, Vanessa) (Entered: 05/20/2026)
05/20/2026	<u>75</u>	NOTICE of Motion by Vanessa A. Perumal for presentment of motion for leave to file <u>74</u> before Honorable Manish S. Shah on 5/27/2026 at 09:45 AM. (Perumal, Vanessa) (Entered: 05/20/2026)
05/26/2026	<u>76</u>	MINUTE entry before the Honorable Manish S. Shah: The motion for leave to file supplemental authority <u>74</u> is denied and no appearance is necessary. The court's decision on the pending motion to dismiss will be docketed soon; continued filing of non-

		precedential decisions is no longer useful to the court. Notices Mailed. (psm,) (Entered: 05/26/2026)
06/02/2026	<u>77</u>	MEMORANDUM Opinion and Order. Signed by the Honorable Manish S. Shah on 6/2/2026: Defendant's motion to dismiss, <u>40</u> , is granted. The federal claims are dismissed with prejudice and the state-law claims are dismissed without prejudice. Enter judgment and terminate civil case. [For further detail see attached order.] Notices Mailed. (psm,) (Entered: 06/02/2026)
06/02/2026	<u>78</u>	ENTERED JUDGMENT. Notices Mailed. (psm,) (Entered: 06/02/2026)
06/12/2026	<u>79</u>	NOTICE of appeal by Remote Neuromonitoring Physicians, PC, Sentient Physicians, PC, SpecialtyCare, Inc regarding orders <u>77</u> Filing fee \$ 605, receipt number AILNDC-25245554. Receipt number: n (Arters, Joshua) (Entered: 06/12/2026)
06/12/2026	<u>80</u>	NOTICE of Appeal Due letter sent to counsel of record regarding notice of appeal <u>79</u> . (gcy,) (Entered: 06/12/2026)

UNITED STATES COURT OF APPEALS FOR THE SEVENTH CIRCUIT

Everett McKinley Dirksen
United States Courthouse
Room 2722 - 219 S. Dearborn Street
Chicago, Illinois 60604



Office of the Clerk
Phone: (312) 435-5850
www.ca7.uscourts.gov

NOTICE OF CASE OPENING

June 12, 2026

No. 26-2269	SPECIALTYCARE, INC, et al., Plaintiffs - Appellants v. HEALTH CARE SERVICE CORPORATION, doing business as BLUE CROSS BLUE SHIELD OF NEW MEXICO, Defendant - Appellee
Originating Case Information:	
District Court No. 1:24-cv-12902 Northern District of Illinois, Eastern Division Clerk/Agency Rep Thomas G. Bruton District Judge Manish S. Shah Case filed: 06/12/2026 Case type: cv/pri Fee status: Paid Date of Judgment: 06/02/2026 Date NOA filed: 06/12/2026	

The above-captioned appeal has been docketed in the United States Court of Appeals for the Seventh Circuit.

Deadlines:

<u>Appeal No.</u>	<u>Filer</u>	<u>Document</u>	<u>Due Date</u>
26-2269	Remote Neuromonitoring Physicians, PC	Docketing statement due	06/22/2026
26-2269	Sentient Physicians, PC	Docketing statement due	06/22/2026

26-2269	SpecialtyCare, Inc	Docketing statement due	06/22/2026
26-2269	Remote Neuromonitoring Physicians, PC	Transcript information sheet	06/26/2026
26-2269	Sentient Physicians, PC	Transcript information sheet	06/26/2026
26-2269	SpecialtyCare, Inc	Transcript information sheet	06/26/2026
26-2269	Remote Neuromonitoring Physicians, PC	Appellant's brief	07/22/2026
26-2269	Sentient Physicians, PC	Appellant's brief	07/22/2026
26-2269	SpecialtyCare, Inc	Appellant's brief	07/22/2026

NOTICE REGARDING CRIMINAL CASES: COUNSEL IS REMINDED TO PLEASE COMPLY WITH CIRCUIT RULE 46.1.

The docketing of an appeal in this court requires litigants and their counsel to comply with several requirements and rules. This notice calls to your attention that the Practitioner's Handbook For Appeals to the United States Court of Appeals for the Seventh Circuit should always be consulted to make sure you comply with all rules and court procedures. The full text of the most current versions of the Handbook, the Federal Rules of Appellate Procedure, the Circuit Rules, court forms and checklists are available at <https://www.ca7.uscourts.gov> or can be obtained from the Clerk's Office upon request. Counsel and parties are reminded to always check the most current rules.

Important Scheduling Notice!

If a case is designated to proceed to oral argument, hearing notices will be mailed shortly before the date of oral argument. Please note that counsel's unavailability for oral argument must be submitted by letter, filed electronically with the Clerk's Office, no later than seven days after the filing of the appellee's brief. See Cir. R. 34(b)(3), (4). The court's calendar is located at <https://www.ca7.uscourts.gov/cal/argcalendar.pdf>. Once scheduled, oral argument is rescheduled only in extraordinary circumstances. See Cir. R. 34(b)(4), (e).

UNITED STATES COURT OF APPEALS FOR THE SEVENTH CIRCUIT

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NOTICE OF DOCKETING - Short Form

June 12, 2026

To: Thomas G. Bruton
Clerk of Court

The below captioned appeal has been docketed in the United States Court of Appeals for the Seventh Circuit:

Appellate Case No: 26-2269

Caption:

SPECIALTYCARE, INC, et al.,
Plaintiffs - Appellants

v.

HEALTH CARE SERVICE CORPORATION, doing business as BLUE
CROSS BLUE SHIELD OF NEW MEXICO,
Defendant - Appellee

District Court No: 1:24-cv-12902

Clerk/Agency Rep Thomas G. Bruton

District Judge Manish S. Shah

Date NOA filed in District Court: 06/12/2026

If you have any questions regarding this appeal, please call this office.