UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

Neuromon Professionals, LLC v. Horizon Blue Cross Blue Shield

Civil Action No. 25-13216 (SRC) (D.N.J. Dec. 17, 2025) · No. Civil Action No. 25-13216 (SRC) · Decided December 17, 2025

SUMMARY

The United States District Court for the District of New Jersey denied and dismissed with prejudice Neuromon Professionals, LLC's petition to vacate an arbitration determination issued under the No Surprises Act. The court held that disagreement with the IDR entity's evaluation of statutory factors and reliance on the qualifying payment amount did not establish a cognizable basis for vacatur under the Federal Arbitration Act. The court also concluded that rehearing was unavailable because the plaintiff failed to establish any basis for vacatur.

CASE DETAILS

COURT	United States District Court for the District of New Jersey
WRITING FOR THE COURT	Stanley R. Chesler
JURISDICTION	United States District Court for the District of New Jersey
DECIDED	December 17, 2025
DOCKET	Civil Action No. 25-13216 (SRC)
DISPOSITION	dismissed
PROCEDURAL POSTURE	Plaintiff petitioned under the No Surprises Act and Federal Arbitration Act to vacate an Independent Dispute Resolution determination selecting the insurer's payment offers. The district court denied the requested relief and dismissed the petition with prejudice.
STANDARD OF REVIEW	Judicial review of an NSA IDR determination is limited to the grounds for vacatur in 9 U.S.C. § 10(a) and is extremely deferential. The party seeking vacatur bears the burden of proof, and a court may not reweigh the statutory factors, second-guess the IDR entity's reasoning, or vacate for an ordinary error of law.
PRECEDENTIAL VALUE	unpublished
PARTIES	Neuromon Professionals, LLC v. Horizon Blue Cross Blue Shield

TOPICS

arbitration | health law | insurance coverage | remedies | civil procedure

PRACTICE AREAS

health law | insurance | commercial litigation | civil procedure | arbitration

QUESTIONS PRESENTED

1. Whether the court could vacate the NSA IDR determinations because Maximus allegedly applied an impermissible presumption in favor of the QPA.
2. Whether Maximus engaged in prejudicial misbehavior or exceeded its powers under 9 U.S.C. § 10(a) by allegedly failing to give sufficient weight to Neuromon's evidence and the statutory factors.
3. Whether the court could order a rehearing before a different IDR entity after vacating the determinations.

HOLDINGS

1. The petition to vacate was denied because Neuromon did not establish corruption, fraud, evident partiality, prejudicial misconduct, excess of authority, or another cognizable ground under 9 U.S.C. § 10(a). The court may not reweigh the statutory factors or substitute its judgment for that of the certified IDR entity.
2. Reliance on the QPA was not impermissible. The NSA expressly requires the IDR entity to consider the QPA, and Neuromon identified no statutory or precedential rule prohibiting Maximus from finding the QPA more persuasive than the other information submitted.
3. The court could not order a rehearing because Neuromon failed to establish any basis for vacatur and therefore did not satisfy the statutory prerequisite for a rehearing under 9 U.S.C. § 10(b).

KEY QUOTATIONS

> *"At the outset, the Court emphasizes that its role is not to determine whether Maximus reached the correct payment amount or whether the Court would have selected a different offer."* (at 8)

> *"Disagreement with the weight afforded to particular evidence is not one of the limited cognizable bases for vacatur."* (at 9)

> *"The FAA does not permit courts to overturn arbitration awards simply because the arbitrator may have misunderstood or misapplied the law."* (at 10)

> *"Because Plaintiff has failed to establish any statutory basis for vacatur, the Court need not – and may not – order a rehearing."* (at 11)

FACTUAL BACKGROUND

Neuromon, an out-of-network medical practice, treated a commercially insured patient and billed Horizon for several procedures. Horizon made substantially lower payments based on the applicable Qualifying Payment Amounts, and the parties proceeded to the federal Independent Dispute Resolution process under the No

Surprises Act. Certified IDR entity Maximus selected Horizon's offers for all four disputed line items. Neuromon alleged that Maximus improperly favored the QPA and failed to give adequate weight to other statutory factors.

PROCEDURAL HISTORY

Neuromon filed its petition to vacate on July 11, 2025. Horizon opposed on September 26, 2025, and Neuromon replied on October 6, 2025. The court decided the matter on the papers without oral argument under Federal Rule of Civil Procedure 78(b) and Local Civil Rule 78.1(b).

DISPOSITION

dismissed

CASES CITED

- Texas Med. Ass'n v. United States Dep't of Health & Hum. Servs., 587 F. Supp. 3d 528, 533 (E.D. Tex. 2022)
- CPR Mgmt., S.A. v. Devon Park Bioventures, L.P., 19 F.4th 236, 245 (3d Cir. 2021)
- Sun Ship, Inc. v. Matson Navigation Co., 785 F.2d 59, 62 (3d Cir. 1986)
- France v. Bernstein, 43 F.4th 367, 377 (3d Cir. 2022)
- Indep. Lab’y Emps.’ Union, Inc. v. ExxonMobile Rsch. & Eng’g Co., 11 F.4th 210, 215 (3d Cir. 2021)
- PG Pub'g, Inc. v. Newspaper Guild of Pittsburgh, 19 F.4th 308, 314 (3d Cir. 2021)
- Jones v. PPG Indus., Inc., 393 F. App'x. 869, 870 (3d Cir. 2010)
- Brentwood Med. Assocs. v. United Mine Workers of Am., 396 F.3d 237, 241 (3d Cir. 2005)
- AT&T Mobility LLC v. Concepcion, AT&T Mobility LLC v. Concepcion, 563 U.S. 333, 350-51 (2011)
- Stolt-Nielsen S.A. v. AnimalFeeds Int'l Corp., 559 U.S. 662, 671 (2010)
- Sutter v. Oxford Health Plans LLC, 675 F.3d 215, 219-20 (3d Cir. 2012)
- Ario v. Underwriting Members of Syndicate 53 at Lloyds for 1998 Year of Acct., 618 F.3d 277, 295-96
- United Transp. Union Loc. 1589 v. Suburban Transit Corp., 51 F.3d 376, 379 (3d Cir. 1995)
- GPS of New Jersey MD, P.C. v. Aetna, Inc., No. 2:22-CV-05487 (ES) (JSA), 2024 WL 414042, at *12 (D.N.J. Feb. 5, 2024)
- Hall Street Assocs., LLC v. Mattel, Inc., 552 U.S. 576, 586 (2008)
