

CAUSE NO. _____

U.S. ANESTHESIA PARTNERS
OF TEXAS, P.A.,

IN THE DISTRICT COURT OF

Plaintiff,

v.

DALLAS COUNTY, TEXAS

UNITED HEALTHCARE INSURANCE
COMPANY and UNITED HEALTHCARE
OF TEXAS, INC.,

Defendants.

_____ JUDICIAL DISTRICT

PLAINTIFF’S ORIGINAL PETITION

Plaintiff U.S. Anesthesia Partners of Texas, P.A. (“Plaintiff” or “USAP-TX”) files this Original Petition against Defendants United Healthcare Insurance Company and United Healthcare of Texas, Inc. (collectively “Defendants” or “United”), and would show the Court as follows:

INTRODUCTION

As the Court is well aware, the State of Texas is one year into a global pandemic, which has caused, and continues to cause, severe disruption to the state’s healthcare system. Plaintiff USAP-TX is an anesthesiology physician group whose anesthesiologists have been on the front lines of the pandemic. In addition, USAP-TX routinely treats children and infants through pediatric and neonatal practices, and USAP-TX serves at Level 1 trauma centers throughout Texas. USAP-TX receives cases and referrals primarily through agreements with healthcare facilities, like hospitals and ambulatory surgery centers, or through relationships with surgeons who need anesthesiologists for their own cases.

Notwithstanding the ongoing public health crisis, United – the nation’s largest healthcare insurance company – has advanced an unlawful scheme to eliminate providers like USAP-TX

from its network, purely for its own financial benefit, and to the detriment of patients and providers. Indeed, United took improper unilateral actions that forced USAP-TX “out-of-network” with United – all so United could increase its own profits.

United’s improper efforts to force USAP-TX “out-of-network” were not enough to satiate United’s greed, so United then embarked on a scheme to interfere with, undermine, and eliminate USAP-TX’s existing business and contractual relationships with healthcare facilities, individual surgeons, and patients. To execute its scheme, United is using multiple interrelated and unlawful tactics and pressure campaigns, including but not limited to: (1) United bribing in-network surgeons with new contracts that provide significant economic incentives (approximately 50% more compensation) in exchange for the surgeons’ commitment to steer patients away from USAP-TX; and (2) United imposing penalties on hospitals and other healthcare facilities that have contractual agreements with USAP-TX to force them to stop using USAP-TX. United has carried out this intentional scheme while fully aware that USAP-TX has existing contractual, business, and clinical relationships with many of these hospitals, healthcare facilities, surgeons, and patients.

In addition and in furtherance of this scheme, United is orchestrating an effort among USAP-TX’s competitors (i.e., anesthesiologists and anesthesiology groups) as well as other physician groups, to intentionally drive future patient referrals and business away from USAP-TX. United and these competitors of USAP-TX – some of which are affiliates of United – have joined forces to pressure surgeons to refer cases *away from* USAP-TX and *toward* their hand-picked anesthesia providers. This unlawful and anti-competitive conduct is causing severe harm to USAP-TX. Plaintiff USAP-TX now seeks to recover actual and exemplary damages associated with United’s tortious interference and unlawful conduct.

I. DISCOVERY CONTROL PLAN

1. USAP-TX intends to conduct discovery under Level 2 of Texas Rule of Civil Procedure 190.3 and affirmatively pleads that this suit is not governed by the expedited-actions process in Texas Rule of Civil Procedure 169 because Plaintiff requests monetary relief over \$100,000.00.

II. RULE 47(c) DAMAGES DISCLOSURE

2. USAP-TX seeks monetary relief over \$1,000,000 and judgment for all other relief to which it is entitled. Tex. R. Civ. P. 47(c).

III. PARTIES

3. Plaintiff USAP-TX is a physician provider organization authorized to do business in Texas and doing business at 12222 Merit Drive, Suite 700, Dallas, Texas. USAP-TX is dedicated to consistently providing high-quality anesthesia services for the benefit of patients throughout Texas.

4. Defendant United Healthcare Insurance Company is a company organized and existing under the laws of Connecticut with operations in Texas and throughout the country and doing business at 1311 W. President George Bush Hwy, Richardson, Texas. Defendant United Healthcare Insurance Company may be served with process through its registered agent for service of process CT Corporation System at 67 Burnside Ave., East Hartford, Connecticut 06108, or wherever it may be found.

5. Defendant United Healthcare of Texas, Inc. is a company organized under the laws of Texas with operations in Texas and doing business at 1311 W. President George Bush Hwy, Richardson, Texas. Defendant United Healthcare of Texas, Inc. may be served with process through its registered agent for service of process CT Corporation System at 1999 Bryan Street, Suite 900, Dallas, Texas 75201, or wherever it may be found.

IV. JURISDICTION AND VENUE

6. This Court has jurisdiction over the subject matter of this case because USAP-TX seeks relief in an amount and of a character within this Court's jurisdiction.

7. This Court has personal jurisdiction over United because United provides, operates, and/or administers health insurance plans in Texas and engages in business operations throughout Texas, and has entered into contractual and business relationships within Texas as alleged herein. Additionally, United regularly conducts business in this state and has committed torts in whole or in part in this state.

8. Venue for this case is proper in Dallas County, Texas under § 15.002(a)(1) of the Texas Civil Practice & Remedies Code because all or a substantial part of the events giving rise to the claims occurred in said county.

V. BACKGROUND FACTS

A. USAP-TX's Best-in-Class Anesthesia Practice.

9. USAP-TX is a physician provider organization dedicated to consistently providing high-quality anesthesia services for the benefit of patients throughout the state of Texas. USAP-TX is the Texas anesthesia practice which is affiliated with US Anesthesia Partners.

10. USAP-TX delivers critically important healthcare services in Texas through its groups of highly skilled anesthesiologists and other anesthesia clinicians. USAP-TX's physicians maintain clinical governance of their practices, and they focus on delivering top-quality care to patients throughout Texas. USAP-TX's anesthesiologists have been among the "front line" workers in the fight against COVID-19.

11. USAP-TX's clinicians have numerous board-certifications in subspecialties such as cardiac, pediatrics, obstetrics, and critical care anesthesiology, and USAP-TX provides care for the most complex types of cases, including liver, heart, and kidney transplants, total joint

replacements, and many other complex cases. USAP-TX's physicians share operational and clinical best practices to help facilitate the delivery of consistent, high-quality services for patients, surgeons, facilities, and payers.

12. USAP-TX provides critically important anesthesia services in numerous hospitals and facilities throughout Texas, including but not limited to, hundreds of the major hospitals and other clinical sites throughout Texas.

13. To fully protect patients and to facilitate the proper functioning of the health system in Texas, it is absolutely imperative to ensure the availability and continuity of high-quality anesthesia services for these major hospitals and clinical sites throughout Texas.

14. As a core part of its quality-focused business model, USAP-TX is dedicated to utilizing the highest quality anesthesia providers in Texas and maintaining contracts with all possible payers to ensure that USAP-TX's patients can receive their care through in-network benefits. An "in-network" healthcare provider is one that has contracted with the insurance company to accept certain negotiated reimbursement rates, and an "out-of-network" healthcare provider is one that does not have an existing contract or contractually agreed reimbursement rates with the insurance company.

15. USAP-TX invests substantial resources in processes and systems to deliver best-in-class clinical care, and USAP-TX has a proven and established record of providing high-quality care, as evidenced by the best-in-class quality scores under the federal MACRA/MIPS reporting system, the SurveyVitals anesthesia patient satisfaction measurement system, and numerous hospital and hospital system metrics.

16. USAP-TX's focus on high-quality care improves patient outcomes and reduces costs. For example, USAP-TX clinicians have proven the ability to eliminate the use of patient-

controlled analgesia from certain procedures, saving millions of dollars and substantially reducing inpatient opioid consumption. USAP-TX clinicians have also implemented pain protocols that can decrease the average daily morphine milligram equivalent from 7.8mg to 1.3mg, and, in labor and delivery, the average daily morphine milligram equivalent has been reduced from 25mg to 2.5mg – a 90% reduction. These actions advance the goal of preventing long-term dependence on opiate mediations in order to save lives and to reduce healthcare costs.

17. In addition, through enhanced recovery protocols, USAP-TX has demonstrated that it can reduce the average hospital length of stay for certain common procedures by up to 2 days and reduce the risk for unplanned readmission after surgery. Shorter length of stay means better patient outcomes and lower overall healthcare costs. Benchmarking shows that each patient readmission prevented by our service-line protocols saves the payer, an average of \$27,000.

B. United Uses its Behemoth Size to Crush Competition while Abusing Consumer Protection Laws such as the Balance Billing Legislation.

18. Defendant UnitedHealthcare Insurance Company is the largest healthcare insurance company in the United States. Its parent company, UHG, also owns Optum, which—through its division OptumCare—operates the largest physician practice organization in the United States, with approximately 53,000 employed and affiliated physicians nationwide. OptumCare is highly acquisitive with plans to add 10,000 more employed and affiliated physicians in 2021. Optum also owns a significant interest in Sound Physicians, which is a physician practice group with over 3,500 clinical providers nationwide, including anesthesiologists and Certified Registered Nurse Anesthetists who compete with USAP-TX clinicians.

19. In this way, United and its affiliates have extended their tentacles into virtually every aspect of healthcare, allowing United to squeeze, choke, and crush any market participant that stands in the way of United's increased profits. UHG, United, and their affiliates are abusing

their collective behemoth strength during a global pandemic to drive revenue away from healthcare providers and toward United. Simply put, the less United pays or reimburses healthcare providers for their services, the more United profits from the ever-rising insurance premiums it collects.

20. Patients do not benefit from this trend, and healthcare costs do not decrease. Instead, patients (i.e., United's members) risk losing access to high-quality anesthesia providers like USAP-TX and pay *more* because their out-of-pocket costs may increase as providers like USAP-TX are forced out-of-network with United. In addition, plan sponsors may also pay more insofar as higher surgeon fees may be passed through to them, and the total cost of care may be higher too, with lower quality providers. Moreover, as highly skilled providers are forced from the network, clinical outcomes could be worse.

21. USAP-TX has multiple relationships with UHG and its subsidiaries or affiliates. First, prior to United's unilateral actions to force USAP-TX out-of-network, USAP-TX contracted with United to provide in-network healthcare services for United's members. USAP-TX continues to provide healthcare services for United's members on an out-of-network basis, often because surgeons have established relationships with USAP-TX's high quality anesthesia providers and because USAP-TX's agreements with hospitals require USAP-TX to treat all hospital patients. Second, USAP-TX anesthesiologists provide services at, and contract with, many OptumCare facilities. Third, USAP-TX competes directly with Sound Physicians, which provides anesthesiology services among other services. Sound Physicians currently is expanding in Fort Worth, Houston, and Arlington.

22. United is like a boa constrictor squeezing USAP-TX from all sides. By acting in bad faith and disregarding its obligations owed to USAP-TX, United abused its position as the largest health insurance company to slash USAP-TX's revenue and to divert business away from

USAP-TX for its own benefit. Simultaneously, United poses an enormous threat to healthcare providers who have existing business and contractual relationships with USAP-TX. Indeed, if the healthcare providers continue to refer patients and cases to USAP-TX or contract with USAP-TX, United penalizes them financially and/or bribes them to cease their relationships with USAP-TX by paying them a commercially unreasonable incentive that is too good to refuse.

23. In addition, United uses its relationship with the OptumCare facilities, many of which have existing facility contracts with USAP-TX, to force those facilities to sever their contractual relationships with USAP-TX or direct patients to alternative providers. Those alternative providers include anesthesiologists who are (i) affiliated with United because they are part of a provider group wholly or partially owned by OptumCare; or (ii) in-network with United.

24. Because United is the largest healthcare insurance company, the largest physician practice group operator, and a facility owner, too, and because United has decided to use its extraordinary resources to intentionally target and harm USAP-TX, the result is that healthcare facilities and individual surgeons that otherwise would have contractual or business relationships with USAP-TX cannot afford to keep those relationships.

C. The Prior Contractual Relationship Between USAP-TX and United.

25. To provide in-network anesthesia coverage for its members in Texas, United previously entered into a long-term contractual relationship with USAP-TX. From March of 2007 until July 30, 2020, USAP-TX and its providers served as an integral part of United's "in-network" anesthesia provider group in Texas, and USAP-TX consistently delivered the highest quality of care and anesthesia medical services to patients who were members of United.

26. Specifically, in order for United to secure a high-quality anesthesia practice and top-quality anesthesia providers to serve as an "in-network" provider for United's members in

Texas, in or about March of 2007, United and USAP-TX, through its predecessor in interest, initially entered into the parties' Medical Group Participation Agreement with an effective date of April 15, 2007 (the "Participation Agreement").

27. Thereafter, during the years of the parties' prior contractual relationship, USAP-TX and United entered into a number of amendments to the Participation Agreement to extend the duration of the parties' contractual relationship, to address certain specific issues, and to further memorialize the terms of the parties' contractual relationship.

28. For the most recent amendment, the parties expressly agreed upon and entered into an Amendment to the Medical Group Participation Agreement dated April 15, 2019 (the "4/19 Amendment"), which set forth a mutually agreeable extension of the term of the Participation Agreement and a corresponding mutually agreeable fee schedule and reimbursement plan through April 2021.

29. However, prior to April 2021, United engaged in series of unilateral actions in contravention of the parties' agreed upon reimbursement plan, and as a result of such unilateral actions taken by United, the parties' contract terminated, and USAP-TX was ultimately forced "out-of-network" with United as of July 30, 2020.¹

30. Therefore, from July 30, 2020 to the present, USAP-TX's anesthesia providers have not been "in-network" with United, and they have not been under contract with United. During this time, USAP-TX's anesthesia providers continue to provide services to United members because USAP-TX's agreements with facilities often require USAP-TX to serve *all* patients regardless of the patient's insurance status, and because many surgeons desire to utilize USAP-TX's high-quality and trusted anesthesia providers for their patients.

¹ There is a separate pending arbitration proceeding previously brought by USAP-TX against United relating to the distinct contract-based claims arising from United's improper unilateral actions.

31. Unfortunately, as further alleged below, since July 30, 2020, (after termination of the parties' contract), United has been engaging in a pattern of intentional, improper, and unlawful activities designed to tortiously interfere with and severely harm USAP-TX, and to intentionally freeze-out USAP-TX's high quality anesthesia providers.

32. United is engaging in such conduct in an improper effort to unlawfully harm and exert pressure on USAP-TX, and in direct contravention to the best interests of its members and patients.

33. As further explained below, not only are United's actions harmful to USAP-TX and its providers, but such actions are harmful and detrimental to patients/members throughout Texas, and such actions undermine and subvert important public policy objectives.

D. United's Unlawful Actions and Bad-Faith Efforts to Destroy USAP-TX's Existing and Prospective Business Relationships.

34. After United's unilateral actions drove USAP-TX out-of-network as of July 30, 2020, United promptly commenced an intentional and malicious campaign to tortiously interfere with and destroy USAP-TX's existing and prospective business and contractual relationships with surgeons, hospitals/surgery centers, and patients throughout Texas.

35. Among other wrongful conduct, United has paid multiple well-established surgeons in Texas artificially inflated and unreasonable compensation for their professional services (i.e., approximately 50% more compensation than they would otherwise receive), in exchange for the surgeons' agreement not to use USAP-TX's high quality anesthesia providers. These surgeons had long-standing, well-established and existing business and clinical relationships with USAP-TX's anesthesia providers, and United is intentionally inducing these surgeons to sever such relationships and perform their procedures without using USAP-TX's anesthesia providers. Some

of these relationships between USAP-TX anesthesia providers and surgeons have been in place for decades.

36. United does not have a legitimate commercial or business reason for paying surgeons these significant inducements and “incentives” to steer patients away from USAP-TX. Rather, United is extending these payments to the surgeons to unlawfully redirect patient referrals, and to target, punish, and financially harm USAP-TX and its anesthesia providers, and to interfere with USAP-TX’s relationship with the surgeons themselves.

37. In fact, in furtherance of its scheme, United has instituted a new “in-network incentive program” for orthopedic surgeons and other specialty surgeons where surgeons can make 50% more on professional services provided so long as they use only in-network anesthesiologists, and do not use USAP-TX providers. This purported “incentive program” is specifically aimed at bringing pain to USAP-TX and damaging USAP-TX’s business and contractual relationships.

38. For example, surgeons have directed procedures away from hospitals and other healthcare facilities that have contractual or business relationships with USAP-TX. These include surgeons at Medical City Fort Worth, a hospital; Baylor College of Medicine in Houston; the Orthopedic & Sports Medicine Center with offices in Rockwall, Garland, and Richardson; Methodist Hospital for Surgery in Addison and Richardson; and All-Star Orthopedics in Austin.

39. Other surgeons have stopped or indicated that they will stop referring patients to USAP-TX anesthesiologists as a direct result of United’s improper actions, and USAP-TX’s status as out-of-network with United. These include, but are not limited to, orthopedic surgeons at the Texas Institute of Orthopedic Surgery and Sports Medicine in Dallas/Fort Worth (Grapevine); a pediatric urologist in Dallas/Fort Worth; orthopedic surgeons in Houston; Baylor Scott & White Surgicare North Garland; and Baylor Scott & White Surgicare Grapevine.

40. United's actions therefore have damaged and continue to damage USAP-TX's relationships and goodwill with the hospitals and health systems that USAP-TX works with throughout the state. Through its unlawful conduct, United has induced surgeons and healthcare facilities to breach their contractual relationships with USAP-TX.

41. United's actions have prevented USAP-TX from future contracts as well. For example, and without limitation, USAP-TX was in discussions with a new surgery center, Texas Health Waxahachie Surgery Center, approximately 30 miles south of Dallas. The facility is a joint venture between individual surgeons and a United-affiliate surgery center. USAP-TX was the front-runner to provide anesthesiology services at the surgery center but was informed that it no longer was in the running because of United's actions.

E. United Has Conspired with USAP-TX Competitors to Harm USAP-TX and Patients.

42. Competing anesthesiologists are also coordinating with United to steer the surgeons' and facilities' cases away from USAP-TX. For example, surgeons with significant and longstanding relationships with USAP-TX anesthesiologists in the Dallas/Fort Worth area have received outreach directly from one of USAP-TX's major competitors, Champion Anesthesia. On information and belief, Champion Anesthesia is contacting surgeons and healthcare facilities as part of an anticompetitive agreement with United to drive USAP-TX out of the market.

43. When United forces or pressures surgeons into using only United in-network anesthesiologists, USAP-TX may lose all of the surgeon's cases and not just the United cases. This is because surgeons often schedule procedures for patients with different insurance providers on the same day. Surgeons have a preference to have a single anesthesiologist cover all procedures for a day, and, therefore, if an anesthesiologist is out of network with one insurance company, the anesthesiologist may lose all of the cases.

44. United's intentional conduct disregards the best interests of patients and potentially compromises the quality of the anesthesia care being provided to its members by improperly inducing surgeons to use anesthesia providers other than USAP-TX. This is particularly true in light of USAP-TX's significant experience on the front lines of the coronavirus pandemic. Furthermore, United's intentional conduct risks increasing the total cost of care (e.g., care associated with opioid usage) if lower quality anesthesia providers replace USAP-TX's high-quality services.

F. United's Egregious Actions are Tortious, Anti-competitive, and Unlawful.

45. Accordingly, United's conduct, including the improper agreements to pay surgeons throughout Texas artificially inflated professional compensation (50% more than it otherwise would), solely for the purpose of inducing such surgeons to blackball USAP-TX's anesthesia providers, regardless of the effect on patient choice and quality of care, is unreasonable and an unlawful restraint of trade in violation of the Texas Free Enterprise and Antitrust Act of 1983.

46. By eliminating USAP-TX and its providers from the pool of anesthesia providers available in Texas, United is reducing competition in the market in general, which ultimately affects both the quality of services received and the price paid by patients.

47. At the same time, United increases referrals to anesthesiologists in its affiliated physician practice groups that compete directly with USAP-TX. For example, Sound Physicians – the physician group that is owned by United affiliate Optum – currently is hiring anesthesiologists in Fort Worth and Houston and CRNAs in Fort Worth, Houston, and Arlington.² Thus, in addition to attacking USAP-TX's ability to serve the surgeons and healthcare facilities with which USAP-TX has existing relationships, United affiliate Sound Physicians is attempting to induce USAP-

² See Sound Physicians, Careers, <https://careers.soundphysicians.com/ListJobs/Service%20Line/Anesthesia/FullStateName/Texas>.

TX anesthesiologists to break their valid noncompete agreements. Sound Physicians is contacting USAP-TX anesthesiologists to induce them to leave USAP-TX and challenge their existing noncompetes in order to work with Sound Physicians. Although Sound Physicians just recently entered anesthesiology in Texas, they already have agreements to provide services for healthcare facilities in the Dallas/Fort Worth area.

48. These actions harm competition because costs to patients and healthcare providers increase while United experiences windfall profits. Specifically, patients may experience higher out-of-pocket costs in the form of out-of-network deductibles or increased patient responsibility. The administrative costs to all involved increase because providers must arbitrate many individual claims pursuant to the Texas balance billing legislation.

49. United's tortious interference activities also are unlawful as a violation of the Texas Patient Solicitation Act (Texas Occupations Code § 102.001), which provides that: "[a] person commits an offense if the person knowingly offers to pay or agrees to accept, directly or indirectly, overtly or covertly any remuneration in cash or in kind to or from another for securing or soliciting a patient or patronage for or from a person licensed, certified, or registered by a state health care regulatory agency."

50. Furthermore, by paying surgeons 50% more compensation for sidelining USAP-TX anesthesia providers, regardless of the effect of that decision on the quality and affordability for patients, United's activities are unlawful as violations of Texas' Commercial Bribery Statute. *See* Texas Penal Code § 32.43. Indeed, the physician-patient relationship is quintessentially a fiduciary relationship, and United's scheme is an effort to subvert that fiduciary relationship solely in order to punish USAP-TX.

VI. CAUSES OF ACTION

**COUNT 1 - TORTIOUS INTERFERENCE
WITH PROSPECTIVE BUSINESS RELATIONSHIP**

51. USAP-TX incorporates by reference the factual allegations contained in preceding paragraphs as if fully set forth herein.

52. United was fully aware of the continuing and prospective business relationships between USAP-TX and the multiple surgeons, patients, and healthcare facilities throughout Texas who used or were likely to use USAP-TX's anesthesiology services.

53. The relationship between USAP-TX and these surgeons, facilities, and patients was such that the parties would have entered enforceable agreements and/or arrangements were it not for United's wrongful interference.

54. United's engaged in a commercially unreasonable, unlawful and morally improper practice of compensating surgeons with an artificially inflated 50% premium to refrain from working with USAP-TX anesthesia providers, and to steer facilities and patients away from USAP-TX. United's conduct was separately unlawful and tortious because it is in contravention and violation of the Texas Commercial Bribery Statute (Texas Penal Code § 32.43), the Texas Patient Solicitation Act (Occupations Code Section 102.001), the Texas Free Enterprise and Antitrust Act of 1983.

55. United acted with a conscious desire to prevent the relationship between USAP-TX and the surgeons, facilities, and patients from occurring, and/or United knew the interference was certain or substantially certain to occur as a result of United's conduct.

56. But for United's tortious interference, USAP-TX would continue its business and clinical relationships with such surgeons, facilities, and patients, and it would provide high-quality anesthesia services to them.

57. United had no legitimate right, justification, or excuse to interfere in the relationship in that manner, and its conduct was wholly calculated to damage USAP-TX.

58. As a result of United's interference, USAP-TX has suffered actual and consequential damages in the form of lost revenues and loss of goodwill. Furthermore, given that United's conduct was committed intentionally, knowingly, and with callous disregard of USAP-TX's legitimate rights, USAP-TX is entitled to and seeks exemplary damages. Additionally, USAP-TX is entitled to recover pre-and post-judgment interest, at the statutory rate or at such other rate as is set by this Court.

COUNT 2 - TORTIOUS INTERFERENCE WITH EXISTING CONTRACT

59. USAP-TX incorporates by reference the factual allegations contained in preceding paragraphs as if fully set forth herein.

60. United was fully aware of existing contractual relationships between USAP-TX and certain hospitals and other medical facilities in Texas.

61. Despite United's actual awareness of the contractual relationships between USAP-TX and medical facilities, United willfully and intentionally interfered with those relationships by paying surgeons a commercially unreasonable 50% premium to work with non-USAP-TX anesthesia providers. Moreover, United has paid surgeons to direct procedures away from hospitals and other healthcare facilities that have contractual or business relationships with USAP-TX.

62. United had no legitimate right, justification or excuse to interfere in the contractual relationships in that manner, and its conduct was wholly calculated to damage USAP-TX.

63. The contractual relationship between USAP-TX and medical facilities was such that the parties would have continued to enjoy the benefits of their enforceable and lucrative arrangements were it not for United's wrongful interference.

64. USAP-TX has been injured as a direct and proximate result of United's conduct, including lost revenues and opportunities which USAP-TX would have realized absent United's interference.

65. As a result of United's interference, USAP-TX has suffered actual and consequential damages in the form of lost revenues and loss of goodwill. Furthermore, given that United's conduct was committed intentionally, knowingly, and with callous disregard of USAP-TX's legitimate rights, USAP-TX is entitled to and seeks exemplary damages. Additionally, USAP-TX is entitled to recover pre-and post-judgment interest, at the statutory rate or at such other rate as is set by this Court.

VII. PRAYER

Accordingly, Plaintiff U.S. Anesthesia Partners of Texas, P.A. respectfully requests that Defendants United Healthcare Insurance Company and United Healthcare of Texas, Inc. be cited to appear, and that Plaintiff have judgment against Defendants for:

1. actual damages;
2. exemplary damages;
3. prejudgment interest at the maximum rate of interest permitted by law, as pleaded more specifically above;
4. attorney's fees and costs of suit;
5. postjudgment interest, at the legal rate; and
6. such other relief to which Plaintiff may be entitled.

JURY TRIAL DEMANDED

USAP-TX demands a trial by jury on all issues so triable.

Respectfully submitted,

/s/ Nick Nelson

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