

ROBINS KAPLAN LLP

1 ROBINS, KAPLAN LLP  
Roman Silberfeld, Bar No. 62783  
2 RSilberfeld@RobinsKaplan.com  
Tommy H. Du (CA Bar No. 305117)  
3 TDu@robinskaplan.com  
2121 Avenue of the Stars, Suite 2800  
4 Los Angeles, CA 90067-5052  
5 (310) 552-0130

6 *Attorneys for UnitedHealthcare of Texas, Inc. and  
United Healthcare Services, Inc.*

7  
8 UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA

10

11 UNITEDHEALTHCARE OF  
12 TEXAS, INC. AND UNITED  
HEALTHCARE SERVICES, INC.

Case No.

**COMPLAINT**

13 Plaintiffs,

14 v.

15 RADIOLOGY PARTNERS, INC.

16 Defendant.

17

18 Plaintiffs UnitedHealthcare of Texas, Inc., and United HealthCare  
19 Services, Inc. (collectively, "United") hereby state and allege as follows:

20 **INTRODUCTION**

21 1. Radiology Partners, Inc. ("Radiology Partners") is a rapidly  
22 growing physician-staffing company backed by billion-dollar private equity  
23 firms. In its unscrupulous pursuit of profits Radiology Partners  
24 orchestrated a pass-through billing scheme intended to defraud United, its  
25 customers, and its members of tens of millions of dollars. In addition to  
26 being unlawful, Radiology Partners' scheme unfairly drives up the cost of  
27 healthcare for patients and payors alike.

28 2. Since Radiology Partners was founded by former DaVita

1 executives in 2012, it has acquired control over the practices of 3,300  
2 radiologists across 35 different states.

3 3. Since as early as 2014, Radiology Partners has engaged in a  
4 classic form of healthcare fraud called pass-through billing. Simply put,  
5 Radiology Partners, caused its affiliated medical groups to bill for services  
6 that they did not perform.

7 4. Acting in concert with its affiliated medical groups, Radiology  
8 Partners deliberately caused thousands of claims to be improperly billed to  
9 United under network contracts, even though the in-network provider did  
10 not perform the underlying services being billed.

11 5. For example, one of Radiology Partners' affiliated radiology  
12 groups, Singleton Associates P.A. ("Singleton"), was a small radiology  
13 practice located in Houston, Texas that was contracted to practice at two  
14 local hospitals.

15 6. Singleton obtained particularly high reimbursement rates from  
16 United under a contract executed in 1998 (the "Agreement"). The  
17 Agreement made clear that Singleton was only entitled to reimbursement  
18 for services performed by its "Medical Group Physicians" who were  
19 "shareholders, partners or employees" of Singleton, prohibited Singleton  
20 from assigning its rights and responsibilities under the contract without  
21 written consent from United, and required Singleton to notify United of any  
22 changes in ownership or control.

23 7. For years, Singleton submitted claims for reimbursement under  
24 the Agreement without issue for services performed by its Medical Group  
25 Physicians located in the Houston area.

26 8. That changed in 2014 when Singleton was effectively acquired  
27 by Radiology Partners. Once Singleton was controlled by Radiology  
28 Partners, Radiology Partners caused Singleton to breach the Agreement by

1 submitting claims for services performed by providers who were not  
2 shareholders, partners, or employees of Singleton (the “Unauthorized  
3 Providers”) and who were not performing services at hospitals where  
4 Singleton was contracted. Likewise, Radiology Partners caused Singleton to  
5 fraudulently bill United for services performed on individuals who were  
6 not Singleton’s patients.

7 9. Radiology Partners directed and conspired with Singleton to  
8 engage in a fraudulent pass-through billing scheme to deceive United by  
9 submitting claims for services performed by Unauthorized Providers, many  
10 of whom were located outside of Houston, and in some cases, even outside  
11 of Texas. The sole purpose of the pass-through billing was to maximize  
12 Radiology Partners’ profits for services performed by their affiliated  
13 medical groups.

14 10. The scheme grew over time. In 2013, before Radiology Partners  
15 took over Singleton, 70 unique providers performed services that were  
16 billed under the Agreement. That number increased to more than 150  
17 unique providers in 2017; nearly 315 unique providers in 2018; more than  
18 500 unique providers in 2019; and to more than **1,000** unique providers in  
19 2022. Upon information and belief, most of the providers billing under  
20 Singleton’s contract since at least 2017 were practicing with medical groups  
21 *other than* Singleton.

22 11. Radiology Partners’ interference with Singleton’s contracts with  
23 United and its conspiracy to defraud United has resulted in United paying  
24 tens of millions of dollars in reimbursements to which Radiology Partners  
25 and Singleton were not entitled.

26 12. All of this was done so that Radiology Partners’ private equity  
27 investors could reap extraordinary profits.

28

ROBINS KAPLAN LLP

1 13. United brings this action to recoup the amounts Radiology  
2 Partners unlawfully obtained from the United Plaintiffs and their plan  
3 sponsors.

4 **PARTIES**

5 14. Plaintiff UnitedHealthcare of Texas, Inc. is a corporation  
6 organized under the laws of Texas with a principal place of business in  
7 Texas.

8 15. Plaintiff United HealthCare Services, Inc. is a corporation  
9 organized under the laws of the State of Minnesota, with its principal place  
10 of business in the State of Minnesota.

11 16. Defendant Radiology Partners, Inc. is a Delaware Corporation  
12 with a principal place of business in the State of California.

13 **JURISDICTION AND VENUE**

14 17. This Court has subject matter jurisdiction over this action under  
15 28 U.S.C. § 1332 because there is complete diversity between United and  
16 Radiology Partners and the amount in controversy exceeds \$75,000.

17 18. This Court also has subject matter jurisdiction over this action  
18 under 28 U.S.C. § 1331 because it arises under the Constitution, laws, or  
19 treaties of the United States. Specifically, United asserts claims arising  
20 under the Federal Racketeer Influenced and Corrupt Organizations  
21 (“RICO”) Act, 18 U.S.C. §§ 1961 *et seq.* and under the Employee Retirement  
22 Income Security Act of 1974 (ERISA), 29 U.S.C. § 1001, *et seq.* The Court  
23 likewise has subject matter jurisdiction over United’s state and common-  
24 law claims, as those claims are so related to the federal claims that they  
25 form part of the same case or controversy. 28 U.S.C. § 1367.

26 19. This Court has general and specific personal jurisdiction over  
27 Radiology Partners in this action because Radiology Partners’ principal  
28 place of business is in the State of California, it systematically and

1 continuously conducts business in California, and many of the activities  
2 giving rise to this action took place in and/or were directed by Radiology  
3 Partners from California.

4 20. Venue is proper in this district under 28 U.S.C. § 1391 because  
5 Radiology Partners resides in this district and a substantial part of the  
6 events giving rise to the claims in this action have occurred in this district.  
7 Specifically, from within this District, Radiology Partners devised and  
8 directed its unlawful pass-through billing scheme to cause Singleton to  
9 submit fraudulent claims for reimbursement for radiology services.

### 10 FACTUAL BACKGROUND

#### 11 **I. THE IMPACTED HEALTH BENEFIT PLANS**

12 21. United is authorized to bring this action to recover  
13 overpayments caused by Radiology Partners' illegal and tortious conduct  
14 on behalf of United's fully insured and self-funded health plans.

15 22. United brings this action on its own behalf as the provider of  
16 fully-insured health plans through which individuals, employees, and  
17 employers pay United premiums in exchange for United agreeing to pay  
18 covered healthcare claims using United's money. A portion of the claims at  
19 issue in this case are fully insured claims. Thus, United was induced to pay  
20 its own funds as part of the fraudulent pass-through billing scheme  
21 between Radiology Partners and its affiliated practice groups.

22 23. United also brings this action as the claims administrator for  
23 self-funded, employer-established health plans. Those plans retain United  
24 as a third-party administrator to process employees' and their families'  
25 healthcare claims and pay those claims out of a pool of money comprised of  
26 funds contributed by employers and their employees. For these self-funded  
27 plans, United does not underwrite or insure the benefits being paid. Rather,  
28 claims covered under self-funded health plans are paid directly by

1 employers and employees using their own money. These are known as  
2 “administrative services only” or “ASO” plans. Accordingly, Radiology  
3 Partners profited as part of the improper billing scheme at the expense of  
4 the employers and employees, who fund these ASO health plans.

5 24. United provides claim administration services for the self-  
6 funded plans pursuant to Administrative Services Agreements (“ASAs”),  
7 which identify the rights and obligations of United and the plan sponsors.

8 25. The ASAs for the ASO plans at issue in this litigation confer on  
9 United the responsibility and discretion to administer claims under the  
10 plans.

11 26. Among other things, the ASAs give United the exclusive  
12 discretion and authority to monitor and pursue overpayments of plans  
13 funds. The ASAs state that the customers delegate to United the authority  
14 (but not the obligation) to recover overpayments resulting from fraud,  
15 waste, or abuse through litigation on behalf of the ASO plans.

16 27. United’s ASAs typically state:

17 Customer delegates to United the discretion and  
18 authority to develop and use standards and procedures  
19 for any recovery opportunity, including but not limited to  
20 whether or not to seek recovery, what steps to take if  
21 United decides to seek recovery, whether to initiate  
22 litigation or arbitration, the scope of such litigation or  
23 arbitration, which legal theories to pursue in such  
24 litigation or arbitration, and all decisions relating to such  
25 litigation or arbitration, including but not limited to,  
26 whether to compromise or settle any litigation or  
27 arbitration, and the circumstances under which a claim  
28 may be compromised or settled for less than the full

1 amount of the potential recovery. In all instances where  
2 United pursues recovery through litigation or arbitration,  
3 Customer, on behalf of itself and on behalf of its Plans,  
4 will be deemed to have granted United an assignment of  
5 all ownership, title, and legal rights and interests in and  
6 to any and all claims that are the subject matter of the  
7 litigation or arbitration.

8 28. The ERISA plans at issue in this litigation include this or  
9 substantially similar language. Beyond the authority entrusted to United  
10 under their ASAs with plan sponsors, United has a concrete business  
11 interest in paying only valid claims under the ASO plans it administers.

12 **II. UNITED USES NETWORK AGREEMENTS TO MANAGE**  
13 **HEALTHCARE COSTS**

14 29. United offers a broad range of integrated health care and related  
15 plans and services to its plan sponsors and member employees.

16 30. United's network of contracted medical care providers is a key  
17 component of United's efforts to ensure that healthcare benefits are  
18 affordable to its plan sponsors and member employees.

19 31. Through contracts with physicians and medical facilities, United  
20 can establish predictable rates of payment for medical care.

21 32. Health benefit plans encourage members to use in-network  
22 providers, an arrangement beneficial to both the provider, who enjoys  
23 certainty of payment, and the member, who receives appropriate healthcare  
24 services at a discounted cost.

25 33. When a United member receives in-network healthcare, the  
26 United member is responsible for the payment of a co-pay, deductible  
27 and/or co-insurance. Whether a member must pay more out of pocket can  
28 be impacted by the amounts allowed for a claim by United.

1 34. This participating provider network structure provides  
2 predictable costs to United, its plan sponsors, and their member employees  
3 to help keep their healthcare affordable.

### 4 **III. RADIOLOGY PARTNERS' BLIND PURSUIT OF PROFIT**

5 35. Radiology Partners is a physician-staffing company that  
6 affiliates with medical groups that provide radiology services at hospitals  
7 and other facilities. Formed in 2012, Radiology Partners describes itself as  
8 the "largest radiology practice" in the country. It operates in 35 states and at  
9 3,000 sites, working with roughly 3,300 radiologists. At least two separate  
10 billion-dollar private equity firms, Starr Investment Holdings and New  
11 Enterprise Associates, have reportedly invested hundreds of millions of  
12 dollars in Radiology Partners since its creation.

13 36. Supported by these private equity firms, Radiology Partners has  
14 achieved its tremendous size and market position by seeking out and  
15 acquiring control of medical groups at a rapid pace.

16 37. While claiming that medical groups are "Locally Led,"  
17 Radiology Partners carries out its operations through a web of subsidiaries  
18 and affiliates under the umbrella "RadPartners."

19 38. In some cases, medical groups are organized as professional  
20 associations. When Radiology Partners takes over, these professional  
21 associations become owned by physicians who are executives at Radiology  
22 Partners, thus giving Radiology Partners effective control over the medical  
23 group.

24 39. Radiology Partners controls various functions of these  
25 professional associations, including payor contracting and billing.

26 40. In exchange for these services, Radiology Partners siphons off  
27 large amounts of revenue from the medical groups. Indeed, on information  
28 and belief, the affiliated medical groups no longer retain any profits



1 resulting from the radiology services that they provide, and all profits are  
2 instead kept by Radiology Partners.

3 41. The dual desires to maximize revenue and profits to meet its  
4 private equity investors' goals, and to fund its rapid growth, have caused  
5 Radiology Partners to engage in the fraudulent practices at issue here in its  
6 dealings with insurers and claims administrators.

#### 7 **IV. RADIOLOGY PARTNERS' PASS-THROUGH BILLING SCHEME**

8 42. This lawsuit concerns Radiology Partners' single-minded  
9 pursuit of profit obtained by causing its medical groups to violate the plain  
10 terms of their contracts with United.

11 43. As discussed in further detail below, Radiology Partners caused  
12 Singleton to bill United for services that Singleton did not perform in order  
13 to give Radiology Partners' other affiliated medical groups access to the  
14 high reimbursement rates provided in United's nearly 25-year-old contract  
15 with Singleton.

##### 16 **a. United's 1998 Network Contract with Singleton**

17 44. Singleton and United entered into a Medical Group  
18 Participation Agreement effective January 1, 1998 (the "Agreement").

19 45. At the time, Singleton was a radiology group made up of  
20 individual radiologists or "Medical Group Physicians" that provided  
21 services in Houston at two facilities: St. Luke's Episcopal Hospital and  
22 Texas Children's Hospital.

23 46. Under the Agreement, United agreed to reimburse Singleton at  
24 a high rate of reimbursement totaling the "lesser of (1) Medical Group's  
25 Customary Charge, less any applicable Member Expenses, or (2) 80% of  
26 Medical Group's 1997 fee schedule as per the attached Payment Exhibit for  
27 such Health Services, less any applicable Member Expenses."  
28

ROBINS KAPLAN LLP

1           47. Under this Agreement, Singleton was paid reimbursements  
2 equaling nearly 600% of what Medicare will pay for the same services.  
3 Stated another way, under the Agreement, United paid Singleton six times  
4 what Medicare would reimburse for the exact same services.

5           48. To ensure that Singleton was the *only* beneficiary of the high-  
6 reimbursement rates found in the Agreement, the parties included various  
7 provisions that set out which services were entitled to reimbursement  
8 under the terms of the contract.

9           49. The Agreement explicitly applies and provides for  
10 reimbursement only for services provided by a “Medical Group Physician,”  
11 a term defined as M.D.’s or D.O.’s who “practice[] as a shareholder, partner  
12 or employee of [Singleton] and who has executed a Medical Group  
13 Physician Participation Addendum.”

14           50. The Agreement also states that Singleton “may assign any of its  
15 rights and responsibilities under the Agreement to any person or entity  
16 only upon the prior written consent” of United.

17           51. The Agreement also required that Singleton provide notice of  
18 any change in its name, ownership, or TIN.

19           52. The Agreement further stated that “[n]either party shall disclose  
20 to third parties any confidential or proprietary business information which  
21 it receives from the other party, including, but not limited to . . . specific  
22 rates. . . .”

23  
24  
25  
26  
27  
28

1                   **b. Radiology Partners' Affiliation with Singleton**

2           53. Recognizing the opportunity to exploit the healthcare system,  
3 Radiology Partners invested heavily to acquire this hospital-based  
4 physician practice groups.<sup>1</sup>

5           54. Funded by billion-dollar private equity firms, Radiology  
6 Partners is no stranger to this world of profiteering.

7           55. Before Radiology Partners became affiliated with Singleton,  
8 public filings show Singleton was a small radiology practice with  
9 approximately 30 radiologists who provided radiology services in and  
10 around Houston. Public filings also show that Singleton had officers,  
11 partners, and shareholders who were physicians that practiced as part of  
12 the Singleton medical group. That all changed after Singleton became  
13 affiliated with Radiology Partners.

14           56. In the fall of 2014, Singleton became affiliated with Radiology  
15 Partners. At the time the affiliation was announced in 2014, Singleton was  
16 described as having around "30 fellowship-trained, board-certified  
17  
18  
19

20 \_\_\_\_\_  
21 <sup>1</sup> This phenomenon has led to state and federal legislation to combat the problem. *See* Surprise Medical  
22 Bills Cost Americans Millions. Congress Finally Banned Most of Them., The New York Times, December  
23 22, 2020 (<https://www.nytimes.com/2020/12/20/upshot/surprise-medical-bills-congress-ban.html>);  
24 Surprise Billing Protections: Help Finally Arrives For Millions Of Americans, The Commonwealth Fund,  
25 December 17, 2020, [https://www.commonwealthfund.org/blog/2020/surprise-billing-protections-cusp-  
becoming-law](https://www.commonwealthfund.org/blog/2020/surprise-billing-protections-cusp-becoming-law); Private Equity Is The Driving Force Behind Surprise Medical Billing, Americans for  
26 Financial Reform, March 30, 2020, [https://ourfinancialsecurity.org/2020/03/fact-sheet-private-equity-  
driving-force-behind-surprise-medical-billing/](https://ourfinancialsecurity.org/2020/03/fact-sheet-private-equity-driving-force-behind-surprise-medical-billing/); Investors' Deep-Pocket Push To Defend Surprise Medical  
27 Bills, Kaiser Health News, [https://khn.org/news/investors-deep-pocket-push-to-defend-surprise-  
medical-bills/](https://khn.org/news/investors-deep-pocket-push-to-defend-surprise-medical-bills/). This legislation has been opposed by the private investment firms using sham lobbying  
28 entities to hide their identities. *See* Mystery Solved: Private-Equity Backed Firms Are Behind Ad Blitz On  
'Surprise Billing', The New York Times, September 16, 2019,  
[https://www.nytimes.com/2019/09/13/upshot/surprise-billing-laws-ad-spending-doctor-patient-  
unity.html](https://www.nytimes.com/2019/09/13/upshot/surprise-billing-laws-ad-spending-doctor-patient-unity.html).

1 radiologists serving six hospitals and over 20 total healthcare facilities  
2 throughout Houston, Texas and the surrounding metro area.”<sup>2</sup>

3 57. On October 31, 2014, Singleton filed an Amended and Restated  
4 Certificate of Formation that changed Singleton’s ownership and made  
5 Anthony Gabriel the only member, officer, or director of Singleton. In  
6 addition to becoming the sole member, Gabriel became the sole officer and  
7 director of Singleton.

8 58. No notice was ever provided to United of any change in  
9 Singleton’s ownership.

10 59. Anthony Gabriel is a co-founder of Radiology Partners and its  
11 Chief Operating Officer.

12 60. By appointing Gabriel as the sole member and director of  
13 Singleton, Radiology Partners can exercise control over all actions taken by  
14 Singleton without formally owning it. Radiology Partners and Singleton  
15 structured their relationship to remain two separate entities.

16 **c. Radiology Partners and Singleton’s Scheme to Defraud**  
17 **United**

18 61. Shortly after Radiology Partners and Singleton commenced  
19 their relationship, Radiology Partners caused Singleton to begin adding  
20 Unauthorized Providers, in breach of the Agreement. Those providers had  
21 no affiliation with Singleton but, instead, were affiliated with other medical  
22 groups that were controlled by Radiology Partners.

23 62. While the Agreement contemplated that providers could be  
24 added to the Singleton medical group subject to the other terms of those  
25 Agreement, only providers who were actually working for Singleton – and  
26

27 <sup>2</sup> [https://www.businesswire.com/news/home/20141110005131/en/Radiology-Partners-Expands-](https://www.businesswire.com/news/home/20141110005131/en/Radiology-Partners-Expands-Radiology-Group-Practice-Through-Affiliation-with-Singleton-Associates)  
28 [Radiology-Group-Practice-Through-Affiliation-with-Singleton-Associates;](https://www.providenthp.com/expertise/singleton-associates/)  
<https://www.providenthp.com/expertise/singleton-associates/>

1 providing services to Singleton patients – could be added to and have their  
2 services billed under that contract.

3 63. United has since learned that the vast majority of providers that  
4 Singleton, acting in concert with Radiology Partners, added to the  
5 Agreement were Unauthorized Providers. They were not employees,  
6 shareholders, or partners of Singleton and were not providing services to  
7 Singleton’s patients (*i.e.*, at hospitals where Singleton was previously  
8 contracted to provide radiology services).

9 64. Indeed, many of the radiologists added to the Agreement  
10 starting in 2015 were employed by medical groups other than Singleton.  
11 Many of these groups had separate arrangements with Radiology Partners.  
12 And many of these other medical groups, that actually employed the  
13 providers Singleton was adding, had separate network contracts with  
14 United.

15 65. On information and belief, the sole reason for this contract  
16 manipulation is for Radiology Partners to increase profits by having its  
17 other affiliated medical groups reimbursed by United at Singleton’s  
18 uniquely lucrative rates.

19 66. As a result, starting in 2015, Radiology Partners caused  
20 Singleton to add hundreds of providers to the Agreement so those  
21 providers services could be billed and reimbursed through that contract.

22 67. United has now discovered a consistent pattern: When  
23 Radiology Partners became affiliated with a new medical group, it would  
24 have the providers working for that new medical group added to the  
25 Agreement despite the fact that they were Unauthorized Providers.

26 68. Radiology Partners and Singleton accomplished this by  
27 conspiring to have an individual – representing themselves as acting on  
28 behalf of Singleton – make requests to United’s operations team to link the

1 “newly added providers” to the Singleton Tax Identification Number  
2 (“TIN”) in United’s systems.

3 69. When Singleton and/or Radiology Partners made these  
4 requests, they represented to United that the providers were Singleton  
5 providers as defined under the terms of the Agreement.

6 70. Relying on those representations, United then linked the new  
7 providers to Singleton’s TIN, which allowed the new providers’ claims to  
8 be reimbursed under the terms of Singleton’s network agreement.

9 71. After linking those providers to Singleton’s TIN, Singleton, at  
10 the direction of Radiology Partners, would then bill for services performed  
11 by those providers under the Agreement, despite the fact that Singleton was  
12 not entitled to reimbursement for services performed by Unauthorized  
13 Providers.

14 72. As a result of Radiology Partners and Singleton’s scheme to  
15 have Singleton bill for services that were not payable under the terms of the  
16 Agreement with United, Radiology Partners and Singleton received tens of  
17 millions of dollars in reimbursements to which they were not entitled.

18 73. United has compared the professional identities of a sample of  
19 providers whose services were billed through the Agreement since 2014  
20 with publicly available information about those providers and who they  
21 work for. The overwhelming majority of these providers were affiliated  
22 with Radiology Partners, but not with Singleton. Many are not local to  
23 Houston—which is where Singleton provides services—and some even  
24 reside outside the state of Texas.

25 74. The following are examples of Unauthorized Providers that  
26 Radiology Partners and Singleton caused to be improperly linked to the  
27 Singleton TIN and whose services Singleton, at the direction of Radiology  
28 Partners, fraudulently billed under the terms of the Agreement.

1 75. In 2015 United received claims for services performed by  
2 Matthew Clower, M.D., billed under the Singleton TIN and the terms of the  
3 Agreement. Dr. Clower's LinkedIn states that he was a radiologist for  
4 Radiology Partners from July 2015 to September 2019.<sup>3</sup> Prior to that, he  
5 worked for a radiology provider in Kentucky. During Dr. Clower's tenure  
6 at Radiology Partners, he was never listed as a provider on Singleton's  
7 website and his LinkedIn profile does not reflect that he ever worked for  
8 Singleton.<sup>4</sup>

9 76. Also in 2015, United began receiving claims for services  
10 performed by Nina Kottler, M.D., and billed by Singleton under the terms  
11 of the Agreement. Dr. Kottler describes herself as "the first radiologist to  
12 join Radiology Partners,"<sup>5</sup> which occurred when she assumed an executive  
13 role in April 2013. She is now the Associate Chief Medical Officer of Clinical  
14 Artificial Intelligence and Vice President of Clinical Operations at  
15 Radiology Partners.<sup>6</sup> In 2015, Dr. Kottler practiced at Eagle Imaging,<sup>7</sup> an  
16 Oklahoma-based provider that Radiology Partners partnered with in early  
17 2013.<sup>8</sup> Dr. Kottler was part of Eagle Imaging's "Matrix" group, which  
18 provided "after hours" remote radiology services. Her status as a remote  
19 provider is consistent with her LinkedIn profile, which states she worked  
20 out of Huntington Beach, California. In 2015, Dr. Kottler was not a listed  
21 Singleton provider on Singleton's website.<sup>9</sup>

22  
23 \_\_\_\_\_  
24 <sup>3</sup> <https://www.linkedin.com/in/matthew-clower-m-d-651b9227/>

25 <sup>4</sup> See, e.g.,

26 <https://web.archive.org/web/20160114103810/http://www.saparadiology.com/AdultServices/MeetOurPhysicians.aspx>

27 <sup>5</sup> <https://www.linkedin.com/in/radkottler/>

28 <sup>6</sup> <https://www.radpartners.com/about-us/our-team/>

<sup>7</sup> <https://web.archive.org/web/20160216090333/http://eagleimagingok.com/team/>

<sup>8</sup> <https://www.radpartners.com/2021/03/physician-spotlight-dr-byron-christie/>

<sup>9</sup> <https://web.archive.org/web/20150320225320/http://www.saparadiology.com:80/AdultServices/MeetOurPhysicians.aspx>

1 77. Eagle Imaging – now “RP Eagle” – was Radiology Partners’ first  
 2 practice group and figures prominently in Radiology Partners’ business.  
 3 Many of Eagle Imaging’s physicians have gone on to be executives at  
 4 Radiology Partners. Dr. Kottler, above, is an example, as is Byron Christie,  
 5 M.D., Radiology Partners’ Associate Chief Medical Officer of Integration.

6 78. While Eagle Imaging had clinics in Texas in 2016, they were  
 7 clustered around the Dallas-Fort Worth metropolitan area – 250 miles from  
 8 Houston. Nevertheless, in 2016 the services of at least ten Eagle Imaging  
 9 providers were billed through the Agreement:<sup>10</sup>

Physician Name	Physician NPI	Employer in 2016 <sup>11</sup>
Alexander, John E.	1194785022	Eagle Imaging / RP Eagle
Christie, Byron	1760434955	Eagle Imaging / RP Eagle
Eckard, Don	1548224322	Eagle Imaging / RP Eagle
Griggs, Thomas	1891743373	Eagle Imaging / RP Eagle
Jansen, Joshua	1952539629	Eagle Imaging / RP Eagle
Myers, Chuck	1801850193	Eagle Imaging / RP Eagle
Nelson, Brett	1700096435	Eagle Imaging / RP Eagle
Schucany, William G.	1114970910	Eagle Imaging / RP Eagle
Toppins, Anthony C.	1427001395	Eagle Imaging / RP Eagle
Whitley, Mark	1700840055	Eagle Imaging / RP Eagle

16 79. None of the physicians described in the previous paragraph  
 17 were listed as Singleton providers in 2016.<sup>12</sup> Nor could they have been,  
 18 given that none worked within 250 miles of Houston.

19 80. In 2017, United began receiving claims under the terms of the  
 20 Agreement for services performed by providers at Consultants in  
 21 Radiology P.A., or CIRPA, a Radiology Partners’ affiliate since 2015. CIRPA  
 22 is based on the Dallas-Fort Worth metropolitan area and provides remote  
 23 radiology services. One of the CIRPA providers who billed through the  
 24 Agreement, Narayana Mamillapalli, M.D., has worked at CIRPA since  
 25

26 <sup>10</sup> <https://www.radpartners.com/about-us/our-team/>

27 <sup>11</sup> Each of the physicians listed in this paragraph were listed on Eagle Imaging’s website at that time. See  
<https://web.archive.org/web/20160216090333/http://eagleimagingok.com/team/>

28 <sup>12</sup> <https://web.archive.org/web/20160314212539/http://www.saparadiology.com/AdultServices/MeetOurPhysicians.aspx>



1 2016.<sup>13</sup> Another, Jeffrey Leitko, M.D., has been with CIRPA since 2007.<sup>14</sup>  
 2 Neither Dr. Mamillapalli nor Dr. Leitko were listed as Singleton providers  
 3 in 2017.<sup>15</sup>

4 81. Also in 2017, Radiology Partners billed claims through the  
 5 Agreement for services by Mark Halsted, M.D., a “partner and member of  
 6 [Radiology Partners’] remote reading team.”<sup>16</sup> Dr. Halsted is based in  
 7 Cincinnati, Ohio.

8 82. In 2018, another Radiology Partners’ physician was billed  
 9 through the Agreement: Arnold Saha, M.D., who worked for Radiology  
 10 Partners in El Paso, Texas from September 2018 to April 2021.<sup>17</sup> Also in  
 11 2018, claims for services by Nadia Shah, M.D. were billed as if performed  
 12 by Singleton. Dr. Shah has worked at Radiology Associates of North Texas  
 13 in Fort Worth since 2013,<sup>18</sup> and was not listed as a Singleton provider in  
 14 2018.<sup>19</sup>

15 83. In 2019, Radiology Partners affiliated with a large radiology  
 16 practice called Austin Radiological Associates (“ARA”), a group of 17  
 17 radiology clinics in and around Austin, Texas. Claims for ARA providers’  
 18 services soon began to pour through the Agreement, including for:<sup>20</sup>

Physician Name	Physician NPI	Employer in 2019 <sup>21</sup>
Alam, Tariq	1174642839	ARA
Aronoff, Michael D.	1457353625	ARA
Ben-Avi, Hillel	1841294790	ARA

22 <sup>13</sup> <https://cirpa.com/portfolio-items/narayana-swamy-mamillapalli-md/>

23 <sup>14</sup> <https://cirpa.com/portfolio-items/jeffrey-k-leitko-md/>

24 <sup>15</sup> <https://web.archive.org/web/20171117000029/http://www.saparadiology.com:80/AdultServices/MeetOurPhysicians.aspx>

25 <sup>16</sup> <https://www.linkedin.com/in/mark-halsted-8367b86/>

26 <sup>17</sup> <https://www.linkedin.com/in/arnoldsahamd/>

27 <sup>18</sup> <https://www.linkedin.com/in/nadia-shah-a677aa67/>

28 <sup>19</sup> <https://web.archive.org/web/20180809110220/http://www.saparadiology.com:80/AdultServices/MeetOurPhysicians.aspx>

<sup>20</sup> Each of the providers listed in this paragraph can be identified in an archived version of ARA’s website from 2019. See <https://web.archive.org/web/20191108155014/https://www.ausrad.com/our-doctors/>.

<sup>21</sup> Each of the physicians listed in this paragraph were listed on ARA website at that time. See <https://web.archive.org/web/20191108155014/https://www.ausrad.com/our-doctors/>

1	Contreras, Jaime	1245290469	ARA
2	Harper, Michael T.	1023058310	ARA
3	Jhaveri, Ravi	1215931027	ARA
4	Nguyen, Mike	1699006304	ARA
5	Price, Stephen B.	1316262330	ARA
6	Putnam, Russell	1639173263	ARA
7	Ranjithan, Murali	1962678490	ARA
8	Saravanan, Arthy <sup>22</sup>	1134412653	ARA
9	Shademan, Ashkan	1871814616	ARA
10	Sheneman, Jeffrey	1275588360	ARA
11	Trubek, Simon	1366446890	ARA
12	Winsett, Mary	1518961044	ARA

84. In 2020, Radiology Partners continued to bill new providers through the Agreement. Tong Maung, M.D., for example, a radiologist that works for RP Matrix out of San Diego,<sup>23</sup> and Jose L. Arjona, M.D., a Radiology Partners physician based in the Dallas-Fort Worth area, both had claims for their services submitted under the Agreement.<sup>24</sup> On information and belief, neither Dr. Maung or Dr. Arjona were listed as providers at Singleton.

85. From 2021 into 2022, Radiology Partners used the Agreement to bill for additions to its roster from its largest acquisition to date. Radiology Partners paid \$885 million to acquire MEDNAX Radiology Solutions (“MEDNAX”).<sup>25</sup> United has identified two notable radiology practice groups that were once owned by Mednax and were subsequently billed through the Agreement post-acquisition: Synergy Radiology Associates (“Synergy”) and Virtual Radiologic (or “vRad”).

86. Synergy is a Houston-based radiology practice that was acquired by MEDNAX in 2017.<sup>26</sup> Thus, Synergy became a part of Radiology

<sup>22</sup> Dr. Saravanan is the current Associate Chief Medical Officer for Recruitment at Radiology Partners. See <https://www.radpartners.com/about-us/our-team/>

<sup>23</sup> <https://www.radpartners.com/rp-matrix-radiologists/>

<sup>24</sup> <https://www.linkedin.com/in/jose-l-arjona-md-236bb029/>

<sup>25</sup> <https://www.radpartners.com/2020/12/radiology-partners-completes-acquisition-of-mednax-radiology-solutions/>

<sup>26</sup> <https://synergyrad.org/mednax-announces-acquisition-of-leading-texas-radiology-practice-2/>

1 Partners through the acquisition of MEDNAX. In 2021 and 2022, claims for  
2 at least five Synergy physicians were billed through the Agreement:

3 <b>Physician Name</b>	<b>Physician NPI</b>	<b>Employer 2021-22<sup>27</sup></b>
4 Bacchav, Vrushali	1093030470	Synergy Radiology
5 Moore, Alaina	1952651325	Synergy Radiology
Rivera, Javier	1093030470	Synergy Radiology
Solomon, Eric	1164431565	Synergy Radiology
6 Telesmanich, Elizabeth	1912267626	Synergy Radiology

7 87. None of these physicians work at Singleton. To illustrate, both  
8 Drs. Moore<sup>28</sup> and Telesmanich<sup>29</sup> have worked at Synergy since at least  
9 2018.<sup>30</sup>

10 88. vRad exclusively provides remote teleradiology services. It was  
11 acquired by MEDNAX in 2015,<sup>31</sup> and thus became part of Radiology  
12 Partners in late 2020. Following Radiology Partners' acquisition, claims for  
13 services performed by vRad radiologists began to flow through the  
14 Agreement. United was able to identify these radiologists' employer based  
15 on the address associated with their respective National Provider  
16 Identifiers. vRad is located at 11995 Singletree Lane, Suite 500, Eden Prairie,  
17 MN, and that address is registered to each provider's NPI. For example:

18 <b>Physician Name</b>	<b>Physician NPI</b>	<b>Date Practice Address Last Updated in NPPES<sup>32</sup></b>
19 Gleason, Thomas R.	1811079437	January 9, 2020
20 Malik, Daewood	1336451673	June 25, 2021
Ngo, Lawrence	1457738072	July 21, 2020
Rex, David L.	1386608172	June 25, 2021
21 Tague, David F.	1841219508	June 25, 2021

22  
23  
24 <sup>27</sup> <https://synergyrad.org/about-us/our-radiologists/>

<sup>28</sup> <https://www.linkedin.com/in/alaina-moore-a981a2125/>

<sup>29</sup> <https://www.linkedin.com/in/morgan-telesmanich-807b7510/>

<sup>30</sup> See, e.g., <https://web.archive.org/web/20220521022948/https://baylorradiologists.com/our-physicians/>

<sup>31</sup> [https://www.vrad.com/wp-content/uploads/2021/12/vRadToBeAcquiredByMEDNAX\\_vRad\\_Press\\_Release\\_05\\_12\\_15.pdf](https://www.vrad.com/wp-content/uploads/2021/12/vRadToBeAcquiredByMEDNAX_vRad_Press_Release_05_12_15.pdf)

<sup>32</sup> Physicians in the United States register with the Centers for Medicare and Medicaid Services and receive a unique National Provider Identifier in return. These are maintained in the National Plan and Provider Enumeration System, searchable at <https://npiregistry.cms.hhs.gov/search>.

ROBINS KAPLAN LLP

1 89. None of these providers mentioned above are listed as  
2 providers at Singleton.

3 90. Radiology Partners and Singleton each played different roles in  
4 their scheme to defraud United out of tens of millions of dollars. Singleton  
5 maintained the Agreement with United. Radiology Partners acquired  
6 medical groups all over Texas and across the United States and then  
7 conspired with Singleton to improperly cause United to link those  
8 providers to Singleton's TIN in United's contract and claims processing  
9 systems so that Radiology Partners could bill services performed by  
10 Unauthorized Providers through the Agreement.

11 91. Neither Radiology Partners nor Singleton could have  
12 effectuated their pass-through billing scheme without the other. Radiology  
13 Partners needed access to Singleton's Agreement with United. And  
14 Singleton needed Radiology Partners to acquire practices to become  
15 affiliated with Unauthorized Providers who were then linked to Singleton's  
16 TIN to accomplish the pass-through billing of claims for services performed  
17 by the Unauthorized Providers.

18 92. On information and belief, Radiology Partners' pass-through  
19 billing of claims through the Agreement with United is just one example of  
20 Radiology Partners' use of United contracts to pass-through bill.

21 93. On information and belief, Radiology Partners also caused  
22 Singleton and its other affiliates to bill claims in a manner that is fraudulent  
23 and inconsistent with industry standard billing practices through, for  
24 example, upcoding and miscoding claims.

25 94. Radiology Partners' pass-through billing scheme caused United  
26 tens of millions of dollars in damages.

27 95. United wrongfully paid these fraudulent claims for  
28 reimbursement to Singleton and other Radiology Partners affiliated medical

1 groups and, upon information and belief, those monies received then  
2 flowed upwards into Radiology Partners' coffers.

3  
4 **COUNT ONE**

5 **(TORTIOUS INTERFERENCE WITH CONTRACT)**

6 107. United incorporates by reference as fully set forth herein the  
7 allegations in the preceding paragraphs.

8 108. The Agreement was a valid and enforceable contract between  
9 United and Singleton.

10 109. Radiology Partners was aware of the Agreement between  
11 United and Singleton and its provisions, including:

12 a. Radiology Partners knew that pursuant to Section 1 of the  
13 Agreement, the only providers defined as "Medical Group  
14 Physicians" were individuals who "practice as a shareholder, partner  
15 or employee of [Singleton] and who [have] executed a Medical Group  
16 Physician Participation Addendum."

17 b. Radiology Partners knew that the Agreement only  
18 provided for reimbursement of services rendered by Singleton and  
19 Singleton Medical Group Physicians.

20 c. Radiology Partners knew that the Agreement prohibited  
21 Singleton from assigning any of its rights and responsibilities under  
22 the Agreement without written consent of United.

23 d. Radiology Partners knew that Singleton was required to  
24 promptly notify United of any change in its name, ownership, or  
25 Federal Tax I.D. number (TIN).

26 e. Radiology Partners knew that the Agreement prohibited  
27 Singleton from disclosing to "third parties any confidential or  
28 proprietary business information which it receives from the other

ROBINS KAPLAN LLP

ROBINS KAPLAN LLP

1 party, including, but not limited to . . . specific rates. . . .”

2 110. Radiology Partners improperly, wrongfully, willfully, and  
3 intentionally engaged in the scheme described in this Complaint. Radiology  
4 Partners’ scheme was predicated upon the repeated breach of the  
5 Agreement.

6 111. By orchestrating and participating in the fraudulent scheme  
7 described herein, Radiology Partners caused Singleton to breach the  
8 Agreement with United, including the above provisions.

9 112. For instance, Radiology Partners caused Singleton to breach the  
10 Agreement by billing United for services performed by Unauthorized  
11 Providers using the Singleton TIN.

12 113. Likewise, Radiology Partners caused Singleton to breach the  
13 Agreement by failing to provide United with notice of its change in  
14 ownership or control after Radiology Partners installed its executive as the  
15 sole member, officer, and director.

16 114. Radiology Partners also requested that United link  
17 Unauthorized Providers to Singleton’s TIN so that it could bill United for  
18 those services under the Agreement. In those requests, Radiology Partners  
19 represented to United that those providers were shareholders, partners, or  
20 employees of Singleton, when in fact most of them were not.

21 115. Radiology Partners also caused Singleton to breach the  
22 Agreement by making Singleton disclose confidential information,  
23 including the reimbursement rates provided under the Agreement, to  
24 Radiology Partners and its affiliates.

25 116. Radiology Partners’ interference with the Agreement between  
26 Singleton and United was intentional, tortious, and without justification.

27 117. United has been damaged by Radiology Partners’ acts of  
28 interference in an amount to be determined at trial.

ROBINS KAPLAN LLP

**COUNT TWO**

**(FRAUD)**

1  
2  
3 118. United incorporates by reference as fully set forth herein the  
4 allegations in the preceding paragraphs.

5 119. Radiology Partners knowingly made material  
6 misrepresentations and omissions to United when requesting that  
7 Unauthorized Providers be linked to the Singleton TIN and on claims that  
8 Singleton and/or Radiology Partners submitted, or caused to be submitted,  
9 with the intent to induce United to rely on those misrepresentations and  
10 omissions to pay reimbursements on claims for services performed by  
11 Unauthorized Providers.

12 120. Each time that Radiology Partners made a request to United to  
13 link an Unauthorized Provider to Singleton's TIN, so that it could bill  
14 United for services performed by that provider, Radiology Partners  
15 represented to United that the provider was a Singleton provider,  
16 providing services on behalf of Singleton patients.

17 121. United relied on Radiology Partners' representations when  
18 linking the Unauthorized Providers to the Singleton TIN, which allowed it  
19 to bill (and receive reimbursements) services performed by the  
20 Unauthorized Providers.

21 122. Further, the submission of a claim to United constitutes a  
22 certification and representation that the information shown on the claim is  
23 true, accurate and complete, and that the submitted claims did not  
24 knowingly or recklessly disregard or misrepresent or conceal material facts.

25 123. Each time Radiology Partners submitted a claim, or caused a  
26 claim to be submitted by Singleton, it represented that the provider who  
27 performed the service was entitled to bill under the Agreement for those  
28 services.

1           124. Likewise, each time Radiology Partners submitted a claim, or  
2 caused a claim to be submitted by Singleton, it represented that it had  
3 performed the services being billed and thus was entitled to  
4 reimbursements for those services.

5           125. Yet many of the providers billing under the Agreement were  
6 not authorized to bill under the Agreement. They were not Singleton  
7 providers as defined under the Agreement, and they were not providing  
8 services to Singleton patients, as required under the Agreement.

9           126. The fact that the providers linked to Singleton’s TIN and whose  
10 services Singleton and Radiology Partners were billing for were  
11 Unauthorized Providers, and that Radiology Partners had planned the  
12 scheme in concert with Singleton, was information material to United’s  
13 determination of whether claims billed by those providers were payable.

14           127. Radiology Partners made the aforementioned  
15 misrepresentations and omissions with the intent to wrongfully induce  
16 United to make payment on the claims under the Agreement.

17           128. United reasonably relied on the aforementioned  
18 misrepresentations and omissions by Radiology Partners and paid the  
19 claims submitted for services performed by Unauthorized Providers.

20           129. Because United processes over one million claims per day, the  
21 vast majority are automatically adjudicated by United’s claim-processing  
22 systems. Due to the volume of claims that United processes, United cannot  
23 review the medical records underlying each and every claim for accuracy  
24 before making the decision to pay a claim—doing so would grind the  
25 healthcare system to a halt. Instead, United relied on Radiology Partners’  
26 representation that the information submitted in the claims was true,  
27 accurate and complete, and that Radiology Partners did not knowingly or  
28 recklessly disregard or misrepresent or conceal material facts.



ROBINS KAPLAN LLP

1 130. As a direct and proximate result of Radiology Partners’  
2 misrepresentations and omissions, United has been damaged in an amount  
3 to be determined at trial.

4 **COUNT THREE**

5 **(FRAUDULENT INDUCEMENT)**

6 131. United incorporates by reference as fully set forth herein the  
7 allegations in the preceding and succeeding paragraphs.

8 132. Radiology Partners knowingly made the aforementioned  
9 misrepresentations and omissions to United when asking United to link  
10 Unauthorized Providers to Singleton’s TIN and on claims that it submitted,  
11 or caused Singleton to submit, with the intent to induce United to rely on  
12 those misrepresentations and omissions to pay the claims, which it would  
13 not have otherwise done without Radiology Partners’ misrepresentations.

14 133. United was injured by the payments that it was induced to  
15 make as a result of Radiology Partners’ material misrepresentations.

16 134. As a direct and proximate result of Radiology Partners’  
17 misrepresentations and omissions, United has been damaged in an amount  
18 to be determined at trial.

19 **COUNT FOUR**

20 **(NEGLIGENT MISREPRESENTATION)**

21 135. United incorporates by reference as fully set forth herein the  
22 allegations in the preceding paragraphs.

23 136. Radiology Partners knowingly made the aforementioned  
24 material misrepresentations and omissions to United, made them without  
25 regard to their truth or falsity, made them under circumstances in which  
26 Radiology Partners ought to have known their falsity, or made them  
27 negligently and without the exercise of reasonable care or competence.

28 137. Radiology Partners intended and expected that United would

ROBINS KAPLAN LLP

1 rely on its misrepresentations and omissions.

2 138. United justifiably relied on the aforementioned  
3 misrepresentations and omissions made by Radiology Partners, and paid  
4 the claims improperly billed by Singleton.

5 139. Radiology Partners had superior and special knowledge of its  
6 practice of submitting and causing Singleton to submit claims from  
7 Unauthorized Providers.

8 140. Radiology Partners had a duty to disclose to United information  
9 material to the claims that it submitted or caused Singleton to submit for  
10 reimbursement.

11 141. Radiology Partners understood that it had a special relationship  
12 of trust and confidence toward United that gave rise to a duty to speak and  
13 disclose material information regarding the claims being submitted.

14 142. As a direct and proximate result of Radiology Partners'  
15 misrepresentations and omissions, United has been damaged in an amount  
16 to be determined at trial.

17 **COUNT FIVE**

18 **(MONEY HAD AND RECEIVED)**

19 143. United incorporates by reference as fully set forth herein the  
20 allegations in the preceding paragraphs.

21 144. In addition, or in the alternative, Radiology Partners is liable  
22 under money had and received.

23 145. United has paid claims to Singleton and those funds were then  
24 funneled to Radiology Partners.

25 146. United would not have paid those claims but for the wrongful  
26 conduct of Radiology Partners, as described herein.

27 147. Singleton and Radiology Partners entered into a conspiracy to  
28

1 bill unauthorized providers under the Agreement.

2 148. Without revealing to United the truth, Radiology Partners  
3 gouged United, its plan sponsors, and their member employees.

4 149. The excessive amounts paid by United should be returned to  
5 United in good conscience. Accordingly, United seeks the return of money  
6 had and received to compensate United, its plan sponsors, and their  
7 member employees.

8 **COUNT SIX**

9 **(UNJUST ENRICHMENT)**

10 150. United incorporates by reference as fully set forth herein the  
11 allegations in the preceding paragraphs.

12 151. In addition, or in the alternative, Radiology Partners is liable  
13 under the principle of unjust enrichment. United may recover based on  
14 unjust enrichment because Radiology Partners has used fraud to obtain a  
15 benefit to which it is not entitled.

16 152. Radiology Partners submitted and/or caused Singleton to  
17 submit claims to United that it would not have paid but for the wrongful  
18 conduct of Radiology Partners as described herein.

19 153. When United paid Singleton for services it was not obligated to  
20 cover, Radiology Partners received a benefit from United through its  
21 fraudulent billing practices. Specifically, Radiology Partners collected the  
22 sums wrongfully paid to Singleton by United as a result of this fraudulent  
23 scheme.

24 154. As a result, Radiology Partners has been unjustly enriched and  
25 United, its plan sponsors, and their member employees have been injured.

26 155. It would be inequitable for Radiology Partners to retain  
27 amounts United paid as a result of Radiology Partners' wrongful conduct  
28 alleged herein.

1 156. Accordingly, United seeks the return of that money to  
2 compensate United, its plan sponsors, and their member employees.

3 **COUNT SEVEN**

4 **(VIOLATION OF CIVIL RICO, 18 U.S.C. § 1962(c))**

5 157. United incorporates by reference as fully set forth herein the  
6 allegations in the preceding paragraphs.

7 158. Singleton and Radiology Partners are “persons” within the  
8 meaning of 18 U.S.C. § 1961(3) that conducted the affairs of an enterprise  
9 through a pattern of racketeering activity in violation of 18 U.S.C. § 1962(c).

10 159. Singleton and Radiology Partners entered into an association-in-  
11 fact enterprise (the “Enterprise”) within the meaning of 18 U.S.C. § 1961(4).  
12 The Enterprise was an ongoing organization that functioned as a continuing  
13 unit. The Enterprise was created and/or used as a tool to effectuate a  
14 pattern of racketeering activity, and the Enterprise had the common  
15 purpose of doing the same. Singleton and Radiology Partners are each  
16 “persons” distinct from the Enterprise.

17 160. Radiology Partners and Singleton established the Enterprise in  
18 order to reap windfall profits from the United through a pattern of  
19 fraudulent pass-through billing. The Enterprise worked to deceive United  
20 into overpaying for radiology services by means of fraud perpetrated over  
21 the wires or by mail.

22 161. Each participant in the Enterprise played a distinct and  
23 indispensable role, and the participants joined as a group to execute the  
24 scheme and further the Enterprise’s goals. Radiology Partners acquired  
25 medical groups across Texas and the country so that it had control over  
26 how the claims for services performed by providers affiliated with those  
27 medical groups could be billed. Singleton maintained the Agreement with  
28 United and made requests to United to link the Unauthorized Providers to

ROBINS KAPLAN LLP

1 Singleton's TIN so that Singleton, at the direction of Radiology Partners,  
2 could bill and receive reimbursements for services performed by  
3 Unauthorized Providers under the terms of the Agreement. Singleton then  
4 billed United for services performed by the Unauthorized Providers and  
5 received reimbursements at rates United would not have paid had it know  
6 that the providers performing the services being billed were not Singleton  
7 providers and were not providing services to Singleton patients.

8 162. The Enterprise could not have succeeded, and its members  
9 could not have enjoyed the substantial financial benefits described above,  
10 absent their coordinated efforts. The members of the Enterprise functioned  
11 as a unit in pursuit of their common purpose.

12 163. The relationships between the members of the Enterprise  
13 extended beyond the unlawful predicate acts at issue in this case. In  
14 particular, Radiology Partners provided other legitimate services to  
15 Singleton as part of its relationship including clinical support, leadership  
16 education and development, IT infrastructure, data & analytics, and  
17 recruitment, credentialing and human resources support. The illegal  
18 scheme at issue in this litigation was and is distinct from any legitimate  
19 business activities undertaken by the members of the Enterprise.

20 164. Each participant in the Enterprise knew their scheme violated  
21 federal and state laws and breached the Agreement and acted with the  
22 specific intent to defraud the United.

23 165. The Enterprise engaged in and affected interstate commerce  
24 because, among other things, it fraudulently billed United for services  
25 performed by providers outside the state of Texas and because Radiology  
26 Partners is a California-based company.

27 166. Radiology Partners and Singleton conducted and participated in  
28 the affairs of the Enterprise through a pattern of racketeering activity that

1 includes acts indictable under 18 U.S.C. §§ 1341 (mail fraud), 1343 (wire  
2 fraud), and 1952 (use of interstate facilities to conduct unlawful activity).

3 167. Predicate acts of racketeering that Radiology Partners and  
4 Singleton engaged in include, but are not limited to:

- 5 a. The use of wires and mails to submit fraudulent claims to the  
6 United;
- 7 b. The use of wires and mails to request that United link  
8 Unauthorized Providers to the Singleton TIN; and
- 9 c. The use of the wires and mails to obtain payments from the  
10 United, and to distribute the proceeds of the scheme amongst  
11 its members.

12 168. The above-described acts reveal a sustained pattern of  
13 racketeering activity, in addition to the threat of continued racketeering  
14 activity.

- 15 a. As discussed above, the racketeering activity commenced in  
16 2015 (at the latest) and continued for years thereafter to the  
17 present. During this period, the Enterprise operated  
18 continuously, requesting that United link Unauthorized  
19 Providers to the Singleton TIN numerous times during the  
20 course of the scheme described above.
- 21 b. Further, the Enterprise submitted claims for services  
22 performed by Unauthorized Providers under the Singleton  
23 TIN on nearly a daily basis since the Enterprise was formed  
24 in 2015.
- 25 c. The pattern and policy of linking Unauthorized Providers to  
26 the Singleton TIN and then billing United for services  
27 performed by the Unauthorized Providers under the terms of  
28 the Agreement has become the regular manner in which

1 Radiology Partners and Singleton conduct their business.

2 169. The purpose and effect of the Enterprise's racketeering activity  
3 was to defraud United out of substantial sums of money by deceiving them  
4 into significantly overpaying Singleton on claims for which Singleton was  
5 not entitled to reimbursement. The Enterprise caused this result by  
6 systematically submitting claims that deliberately misrepresented that the  
7 Unauthorized Providers were Singleton providers performing services on  
8 behalf of Singleton's patients.

9 170. United suffered injuries when it overpaid on fraudulent claims,  
10 losing many millions of dollars as a result of the Enterprise's racketeering  
11 activity.

12 171. United's injuries were directly and proximately caused by the  
13 racketeering activities as described above.

14 172. By virtue of these violations of 18 U.S.C. § 1962(c), Singleton and  
15 Radiology Partners are jointly and severally liable to United for three times  
16 the damages United sustained in an amount to be determined at trial, plus  
17 the cost of this suit, including reasonable attorneys' fees.

18 **COUNT EIGHT**

19 **(CONSPIRACY TO VIOLATE CIVIL RICO, 18 U.S.C. § 1962(d))**

20 173. United incorporates by reference as fully set forth herein the  
21 allegations in the preceding paragraphs.

22 174. 18 U.S.C. § 1962(d) provides that it "shall be unlawful for any  
23 person to conspire to violate any of the provisions of subsection (a), (b) or  
24 (c) of this section."

25 175. Radiology Partners and Singleton have violated 18 U.S.C.  
26 § 1962(d) by conspiring with each other to violate 18 U.S.C. § 1962(c). The  
27 object of this conspiracy has been and is to conduct or participate in,  
28 directly or indirectly, the conduct of the affairs of the Enterprise described

ROBINS KAPLAN LLP

ROBINS KAPLAN LLP

1 herein through a pattern of racketeering activity.

2 176. Radiology Partners and Singleton engaged in numerous overt  
3 and predicate fraudulent racketeering acts in furtherance of the conspiracy.

4 177. The nature of the above acts, material misrepresentations, and  
5 omissions in furtherance of the conspiracy gives rise to an inference that  
6 they not only agreed to the objective of an 18 U.S.C. § 1962(d) violation of  
7 RICO by conspiring to violate 18 U.S.C. § 1962(c), but also that they were  
8 aware that their ongoing acts have been and are part of an overall pattern of  
9 racketeering activity.

10 178. As a direct and proximate result of Radiology Partners and  
11 Singleton's overt acts and predicate acts in furtherance of violating 18  
12 U.S.C. § 1962(d) by conspiring to violate 18 U.S.C. § 1962(c), United has  
13 been injured in its business and property as set forth more fully above.

14 179. The purpose and effect of the conspiracy was to defraud the  
15 United out of substantial sums of money by deceiving them into  
16 significantly overpaying Singleton on claims for which Singleton was not  
17 entitled to reimbursement. The Enterprise caused this result by  
18 systematically submitting claims that deliberately misrepresented that the  
19 Unauthorized Providers were Singleton providers performing services on  
20 behalf of Singleton's patients.

21 180. United suffered injuries when it overpaid on fraudulent claims,  
22 losing many millions of dollars as a result of the Enterprise's racketeering  
23 activity.

24 181. By virtue of these violations of 18 U.S.C. § 1962(d), Radiology  
25 Partners and Singleton are jointly and severally liable to United for three  
26 times the damages United sustained in an amount to be determined at trial,  
27 plus the cost of this suit, including reasonable attorneys' fees.

28 **COUNT NINE**



ROBINS KAPLAN LLP

1 (UNFAIR COMPETITION, Cal. Bus. & Prof. Code §§ 17200, *et seq.*)

2 182. United incorporates by reference as fully set forth herein the  
3 allegations in the preceding paragraphs.

4 183. Radiology Partners has intentionally used deceit, trickery, and  
5 unfair methods to interfere with a central structure of United's business,  
6 damage United, and enrich itself.

7 184. Radiology Partners secretly, deceptively, and unfairly used  
8 Singleton as a conduit to wrongfully collect tens of millions of dollars in  
9 reimbursements from United.

10 185. As described herein, Radiology Partners took specific steps and  
11 measures to conceal from United that it was adding Unauthorized  
12 Providers to Singleton's TIN and causing Singleton to submit claims for  
13 services by Unauthorized Providers under the Agreement.

14 186. Radiology Partners engaged in this deceptive conduct to extract  
15 more favorable reimbursement rates for its providers in other medical  
16 groups aside Singleton across Texas and elsewhere.

17 187. California's Unfair Competition Law, Cal. Bus. & Prof. Code  
18 § 17200, *et seq.* (UCL), prohibits such unlawful, unfair, and fraudulent  
19 business practices.

20 188. Radiology Partners engaged in unlawful practices described  
21 above, including, but not limited to:

- 22 a. Radiology Partners orchestrated a fraudulent scheme with  
23 Singleton to breach the Agreement with United.
- 24 b. Radiology Partners caused Singleton to fraudulently bill  
25 United for services performed by Unauthorized Providers  
26 using the Singleton TIN.
- 27 c. Radiology Partners prevented United from being provided  
28 contractually required notice of change in ownership or

ROBINS KAPLAN LLP

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

control with Singleton.

- d. Purporting to act on Singleton’s behalf, Radiology Partners requested that United link Unauthorized Providers to Singleton’s TIN so that it could bill for United for those Unauthorized Providers’ services under the Agreement. In those requests, Radiology Partners represented to United that those providers were shareholders, partners, or employees of Singleton, when in fact most of them were not.
- f. Radiology Partners also forced Singleton disclose United’s confidential and sensitive business information, including the reimbursement rates provided under the Agreement, to itself.

200. Radiology Partners’ conduct has directly and proximately caused significant damages to United in the form of payments United made to Singleton, subsequent to and because of the foregoing breaches, which were not due and would not otherwise have been made had United known of Radiology Partners’ and Singleton’s concealed scheme.

201. By virtue of the foregoing, United is entitled to restitution of the amounts by which Singleton has been unjustly enriched, as well as an injunction prohibiting Radiology Partners from continuing to engage in the tortious conduct described above, and any other relief deemed just and proper.

**COUNT TEN**  
**(ERISA, 29 U.S.C. § 1132(a)(3))**

202. United incorporates by reference as fully set forth herein the allegations in the preceding paragraphs.

203. United acts as a claims administrator for certain health benefit plans governed by ERISA, 29 U.S.C. § 1001, *et seq.* (the “ERISA Plans”). In

1 performing their duties as claims administrator, the United Plaintiffs act as  
2 ERISA fiduciaries for these plans as that term is defined in ERISA section  
3 3(21).

4 204. ERISA Section 502(a)(3) permits fiduciaries to enjoin any acts or  
5 practices that violate any provisions of the ERISA Plans, and to obtain other  
6 appropriate relief to redress such violations or enforce provisions of the  
7 ERISA Plans.

8 205. Radiology Partners has engaged in the above-described scheme  
9 to defraud United into paying sums in excess of what was owed under the  
10 relevant ERISA plans by systematically and fraudulently submitting claims  
11 under the Agreement for services performed by Unauthorized Providers  
12 and for services performed on behalf of individuals who were not  
13 Singleton's patients.

14 206. Although the specific terms of the impacted ERISA Plans vary,  
15 the following example is reasonably representative and relevant to the  
16 conduct of Radiology Partners, as alleged herein:

17 **Right to Recovery of Overpayments.** If the Claims  
18 Administrator determines that you or the provider have  
19 been overpaid, the Plan has the right to receive a refund  
20 from you or the provider of the difference between the  
21 amount paid and the amount that should have been paid.  
22 If you, or any other person or organization that was  
23 overpaid, do not promptly refund the full amount, the  
24 Plan may reduce the amount of future benefits up to the  
25 refund that is due. **The Plan may have additional other**  
26 **rights, such as suing to recover overpayments,** in  
27 addition to the right to reduce future benefits to receive  
28

1 the refund.

2 207. United seeks equitable relief in the form of restitution, equitable  
3 liens, and a constructive trust on the amounts overpaid as a result of  
4 Radiology Partners' conduct and scheme.

5 208. Upon information and belief, the funds that Radiology Partners  
6 caused United to overpay remain in the possession or control of Radiology  
7 Partners, and are separately identifiable—even if commingled with other  
8 funds—through tracing methods including the “lowest intermediate  
9 balance” doctrine.

10 209. The funds that United seeks in restitution from Radiology  
11 Partners are “specific funds.” For example, the Unauthorized Providers  
12 were wrongfully paid by United on a per-claim basis, and United seeks to  
13 recover the ill-gotten funds for those claims. Upon information and belief,  
14 records maintained by Radiology Partners will identify the specific funds  
15 sought by United.

16 210. The funds paid by United as a result of Radiology Partners'  
17 conduct and scheme, should, in equity and good conscience, be returned to  
18 United.

19 211. United also seeks recovery of reasonable and necessary  
20 attorney's fees and costs pursuant to ERISA Section 502(g)(1).

### 21 TOLLING

22 212. To the extent any limitations periods might apply to the claims  
23 above or that United may otherwise have against Radiology Partners, those  
24 limitations periods have not run because Radiology Partners has engaged in  
25 continuing, repetitive, tortious conduct, causing additional and ongoing  
26 injury to United. Because Radiology Partner's repetitive tortious conduct  
27 has not ceased, no limitations periods on United's claims have started to  
28 run.



ROBINS KAPLAN LLP

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

i. An award of any other relief in law or equity that the Court deems just and proper.

DATED: April 14, 2023

**ROBINS KAPLAN LLP**

By: /s/Roman M. Silberfeld  
Roman M. Silberfeld (CA Bar No. 62783)  
rsilberfeld@robinskaplan.com  
Tommy H. Du (CA Bar No. 305117)  
tdu@robinskaplan.com  
2121 Avenue of the Stars, Suite 2800  
Los Angeles, California 90067

Jamie R. Kurtz (*pro hac vice* to be filed)  
jkurtz@robinskaplan.com  
Marcus A. Guith (*pro hac vice* to be filed)  
mguith@robinskaplan.com  
Kyle D. Nelson (*pro hac vice* to be filed)  
knelson@robinskaplan.com  
Alexa R. Ely (*pro hac vice* to be filed)  
aely@robinskaplan.com  
800 LaSalle Ave., Suite 2800  
Minneapolis, MN 55424

Paul D. Weller (*pro hac vice* to be filed)  
pweller@robinskaplan.com  
1325 Avenue of the Americas, Suite 2601  
New York, New York 10019

*Attorneys for UnitedHealthcare of Texas, Inc. and United Healthcare Services, Inc.*

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**DEMAND FOR JURY TRIAL**

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiffs demand a jury trial as to all matters so triable.

DATED: April 14, 2023      **ROBINS KAPLAN LLP**

By:     /s/ Roman M. Silberfeld    

*Attorney for UnitedHealthcare of Texas,  
Inc. and United Healthcare Services, Inc.*

ROBINS KAPLAN LLP