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6 *Attorneys for United Healthcare Services, Inc.*

7 UNITED STATES DISTRICT COURT
8 CENTRAL DISTRICT OF CALIFORNIA

9
10
11 UNITED HEALTHCARE
SERVICES, INC.

12 Plaintiff,

13 v.

14 RADIOLOGY PARTNERS, INC.

15 Defendant.

Case No. 2:23-cv-02825-MWF-AFM
FIRST AMENDED COMPLAINT

16
17 Plaintiff United HealthCare Services, Inc. (hereinafter, "United")
18 hereby states and alleges as follows:

19 **INTRODUCTION**

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

27 2. Since Radiology Partners was founded by former DaVita
28 executives in 2012, it has acquired control over the practices of 3,300

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1 radiologists across 35 different states.

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

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

10 5. When a particular medical group bills United for services using
11 its name and Tax Identification Number (“TIN”), it represents to United
12 that it performed the services being billed.

13 6. However, United has discovered that several Radiology
14 Partners affiliated radiology groups have systematically billed for services
15 that they did not perform.

16 7. The reason that Radiology Partners engaged in this fraudulent
17 billing behavior is pure greed – for itself, for its private-equity backers, and
18 to cover the mounting debt from its rapid acquisition campaign.

19 8. To concoct this illicit scheme, Radiology Partners identified its
20 affiliated medical groups that received the highest reimbursement rates in a
21 particular state. Radiology Partners then caused its other affiliated medical
22 groups in that state (and sometimes elsewhere) to fraudulently bill claims
23 using the name and TIN of the groups receiving higher rates. Radiology
24 Partners did this to maximize profits – to the detriment of United’s
25 customers and members.

26 9. For example, one of Radiology Partners’ affiliated radiology
27 groups, Singleton Associates P.A. (“Singleton”), was a small radiology
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1 practice located in Houston, Texas that was contracted to practice at two
2 local hospitals.

3 10. Singleton obtained particularly high reimbursement rates from
4 United under a contract executed in 1998. The agreement made clear that
5 Singleton was only entitled to reimbursement for services performed by its
6 “Medical Group Physicians” who were “shareholders, partners or
7 employees” of Singleton, prohibited Singleton from assigning its rights and
8 responsibilities under the contract without written consent from United,
9 and required Singleton to notify United of any changes in ownership or
10 control.

11 11. For years, Singleton submitted claims for reimbursement under
12 its TIN without issue because the claims were for services performed by
13 physicians that it employed in the Houston area.

14 12. That changed in 2014 when Singleton was effectively acquired
15 by Radiology Partners. Once Singleton was under the control of private
16 equity backed Radiology Partners, Radiology Partners caused Singleton to
17 submit claims for services performed by providers who were not Singleton
18 Physicians and who were not performing services at hospitals where
19 Singleton was contracted to perform services. Likewise, Radiology Partners
20 caused Singleton to fraudulently bill United for services performed on
21 individuals who were not Singleton’s patients.

22 13. Radiology Partners directed and conspired with Singleton to
23 engage in a fraudulent pass-through billing scheme to deceive United by
24 submitting claims for services performed non-Singleton medical groups,
25 many of whom were located outside of Houston, and in some cases, even
26 outside of Texas. The sole purpose of the fraudulent billing was to
27 maximize Radiology Partners’ profits for services performed by its affiliated
28 medical groups.

1 14. The scheme grew over time. In 2013, before Radiology Partners
2 took over Singleton, 70 unique providers performed services that were
3 billed under Singleton’s TIN. That number increased to more than 150
4 unique providers in 2017; nearly 315 unique providers in 2018; more than
5 500 unique providers in 2019; and to more than **1,000** unique providers in
6 2022. Upon information and belief, most of the providers billing under
7 Singleton’s TIN since at least 2017 were practicing with medical groups
8 *other than* Singleton.

9 15. Another example of Radiology Partners’ fraudulent billing is
10 located in Jacksonville, Florida. In October of 2018, Radiology Partners
11 announced that it was entering into a “partnership” with a Jacksonville,
12 Florida radiology group called Mori, Bean & Brooks PA (“MBB”).

13 16. Still to this day, MBB advertises itself as a small radiology
14 practice with less than 40 radiologists¹ offering services at several
15 locations,² all of which are in and around Jacksonville, Florida.

16 17. However, as with Singleton, shortly after Radiology Partners
17 effectively took over MBB, it caused MBB to begin billing United for
18 services that were performed by other Radiology Partners’ affiliated
19 practices across Florida in order to obtain higher reimbursement rates.

20 18. Each time MBB, at the direction of Radiology Partners, billed
21 United using its name and TIN for services performed by other medical
22 groups, Radiology Partners caused MBB to misrepresent to United that it
23 had performed the services being billed—when that was not the case.

24 19. On information and belief, Radiology Partners has engaged in
25 similar fraudulent billing schemes in other states across the country
26 including, at least, North Carolina.

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28 ¹ <https://mbradiology.wpengine.com/physicians/> (last accessed July 31, 2023)

² <https://mbradiology.com/locations/> (last accessed July 31, 2023).

1 32. United brings this action on its own behalf as the provider of
2 fully-insured health plans through which individuals, employees, and
3 employers pay United premiums in exchange for United agreeing to pay
4 covered healthcare claims using United's money. A portion of the claims at
5 issue in this case are fully insured claims. Thus, United was induced to pay
6 its own funds as part of the fraudulent pass-through billing scheme
7 between Radiology Partners and the At-Issue Medical Groups.

8 33. United also brings this action as the claims administrator for
9 self-funded, employer-established health plans. Those plans retain United
10 as a third-party administrator to process employees' and their families'
11 healthcare claims and pay those claims out of a pool of money comprised of
12 funds contributed by employers and their employees. For these self-funded
13 plans, United does not underwrite or insure the benefits being paid. Rather,
14 claims covered under self-funded health plans are paid directly by
15 employers and employees using their own money. These are known as
16 "administrative services only" or "ASO" plans. Accordingly, Radiology
17 Partners profited as part of the improper billing scheme at the expense of
18 the employers and employees, who fund these ASO health plans.

19 34. United provides claim administration services for the self-
20 funded plans pursuant to Administrative Services Agreements ("ASAs"),
21 which identify the rights and obligations of United and the plan sponsors.

22 35. The ASAs for the ASO plans at issue in this litigation confer on
23 United the responsibility and discretion to administer claims under the
24 plans.

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

3 37. United's ASAs typically state:

4 Customer delegates to United the discretion and
5 authority to develop and use standards and procedures
6 for any recovery opportunity, including but not limited to
7 whether or not to seek recovery, what steps to take if
8 United decides to seek recovery, whether to initiate
9 litigation or arbitration, the scope of such litigation or
10 arbitration, which legal theories to pursue in such
11 litigation or arbitration, and all decisions relating to such
12 litigation or arbitration, including but not limited to,
13 whether to compromise or settle any litigation or
14 arbitration, and the circumstances under which a claim
15 may be compromised or settled for less than the full
16 amount of the potential recovery. In all instances where
17 United pursues recovery through litigation or arbitration,
18 Customer, on behalf of itself and on behalf of its Plans,
19 will be deemed to have granted United an assignment of
20 all ownership, title, and legal rights and interests in and
21 to any and all claims that are the subject matter of the
22 litigation or arbitration.

23 38. The ERISA plans at issue in this litigation include this or
24 substantially similar language. Beyond the authority entrusted to United
25 under their ASAs with plan sponsors, United has a concrete business
26 interest in paying only valid claims under the ASO plans it administers.

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1 **II. RADIOLOGIST STAFFING AT HOSPITALS AND OTHER**
2 **FACILITIES**

3 39. Hospitals and other types of facilities, including inpatient,
4 outpatient, and stand-alone imaging centers, can staff their radiology
5 departments in several ways.

6 40. First, the facilities can hire radiologists directly such that the
7 radiologists are employees of the facility. There is often increased overhead,
8 and administrative burden associated with the facilities employing
9 radiologists directly.

10 41. Second, the facilities can contract with stand-alone medical
11 groups (also referred to herein as “radiology practices”) who employ or
12 contract with radiologists. The contracted medical groups are then
13 responsible for staffing the facility’s radiology department using the
14 radiologists who are employed by or otherwise contracted with the medical
15 group. In this model, the facility does not pay the radiologists directly and
16 is not responsible for providing administrative oversight or other benefits to
17 the radiologists. Instead, those administrative burdens are taken on by the
18 medical group. This model is often more cost-effective and efficient for the
19 facility.

20 42. Typically, a facility will contract with a single medical group to
21 perform radiology services for that facility. A medical group can only
22 perform services at a given facility if it is contracted by that facility to
23 provide services.

24 43. When a medical group is contracted with a facility to provide
25 radiology services, the medical group whose physicians performed the
26 services bills insurance companies using the medical group’s name and
27 TIN.
28

1 44. When a medical group’s physician performs the service, the
2 medical group is the provider who rendered the service and can, thus, bill
3 for that service.

4 **III. RADIOLOGY PARTNERS’ BLIND PURSUIT OF PROFIT**

5 45. 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, and boasts annual
10 revenues of over \$2 billion.³ Reports have indicated that, as of 2021,
11 Radiology Partners manages the practices of over 7% of the radiologists in
12 the entire country and is responsible for over 10% of the country’s entire
13 imaging volume.⁴

14 46. At least two separate billion-dollar private equity firms, Starr
15 Investment Holdings and New Enterprise Associates, have reportedly
16 invested hundreds of millions of dollars in Radiology Partners since its
17 creation.

18 47. Supported by these private equity firms, Radiology Partners has
19 achieved its tremendous size and market position by seeking out and
20 acquiring control of medical groups at a rapid pace.

21 48. While claiming that medical groups are “Locally Led,”
22 Radiology Partners carries out its operations through a web of subsidiaries
23 and affiliates under the umbrella “RadPartners.”

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25
26 ³ Marty Stempniak, Radiology Business, *Radiology Partners’ revenues reach more than \$2B, a 13-fold increase in five years*, (March 17, 2022), Available at: <https://radiologybusiness.com/topics/healthcare-management/mergers-and-acquisitions/radiology-partners-revenues-billion-sp-global>

27 ⁴ Emily Hayes, Aunt Minnie, *What's the endgame for private equity in radiology?* (Dec. 14, 2021),
28 available at: <https://www.auntminnie.com/index.aspx?sec=ser&sub=def&pag=dis&ItemID=134532>

1 49. In some cases, medical groups are organized as professional
2 associations. When Radiology Partners takes over, these professional
3 associations become owned by executives at Radiology Partners, thus
4 giving Radiology Partners effective control over the medical group.

5 50. Radiology Partners controls various functions of these
6 professional associations, including payor contracting and billing.

7 51. In exchange for these services, Radiology Partners siphons off
8 large amounts of revenue from the medical groups. Indeed, on information
9 and belief, the affiliated medical group physicians no longer retain any
10 profits resulting from the radiology services that they provide, and all
11 profits are instead kept by Radiology Partners.

12 52. The desires to maximize profits, to meet its private equity
13 investors' goals, and to fund its rapid growth have caused Radiology
14 Partners to engage in the fraudulent practices at issue here in its dealings
15 with insurers and claims administrators.

16 **IV. RADIOLOGY PARTNERS' FRAUDULENT BILLING SCHEME**

17 53. This lawsuit concerns Radiology Partners' single-minded
18 pursuit of profit obtained by causing certain of its affiliated medical groups
19 to bill United for services that they did not perform in order to defraud
20 United into paying more for those services than they otherwise should.

21 54. As discussed in further detail below, Radiology Partners caused
22 the At-Issue Medical Groups to bill United for services that they did not
23 perform to induce United to pay more for those services than United would
24 have paid had the medical groups that provided the services billed the
25 claims directly.

26 55. United pays different medical groups different rates depending
27 on a variety of factors including, but not limited to, where the provider is
28 located, the size of the provider, and the duration of United's relationship

1 with the provider. Radiology Partners exploited these differences by
 2 misrepresenting to United that higher-reimbursed medical groups
 3 performed the services being billed to United when that was not the case.
 4 This is a classic type of healthcare fraud.

5 56. On information and belief this exploiting these differences is a
 6 common business practice of Radiology Partners. However, given the
 7 covert nature of this scheme, United is unable to identify every instance in
 8 which Radiology Partners engaged in the fraudulent billing scheme. The
 9 examples provided below are merely examples, and are not intended to
 10 limit the scope of this case or the resulting damages incurred by United and
 11 its customers and members.

12 **a. Radiology Partners' Affiliation with the At-Issue Medical**
 13 **Groups**

14 57. Recognizing the opportunity to exploit the healthcare system,
 15 Radiology Partners invested heavily to acquire hospital-based physician
 16 practice groups.⁵

17 58. Before Radiology Partners became affiliated with the At-Issue
 18 Medical Groups, public filings show that Singleton, MBB, and Greensboro
 19 Radiology were all small radiology practices who provided services across

20 _____
 21 ⁵ 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-
 26 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
 27 Financial Reform, March 30, 2020, [https://ourfinancialsecurity.org/2020/03/fact-sheet-private-equity-
 28 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
 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
 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 relatively small geographic areas. As shown below, this changed after these
2 practices became “affiliated” with Radiology Partners.

3 *i. Singleton*

4 59. Before affiliating with Radiology Partners, Singleton was a small
5 radiology practice with approximately 30 radiologists who provided
6 radiology services in and around Houston, Texas. Even today, Singleton,
7 which has since become known as “Baylor Radiologists,” continues to be a
8 relatively small radiology practice comprised of 25 radiologists⁶ and offers
9 services exclusively in the Houston area, specifically at inpatient and
10 outpatient locations within the CHI St. Luke’s Health System.⁷

11 60. Public filings also show that, before affiliating with Radiology
12 Partners, Singleton had officers, partners, and shareholders who were
13 physicians that practiced as part of the Singleton medical group. That all
14 changed after Singleton became affiliated with Radiology Partners.

15 61. In the fall of 2014, Singleton became affiliated with Radiology
16 Partners. At the time the affiliation was announced in 2014, Singleton was
17 described as having around “30 fellowship-trained, board-certified
18 radiologists serving six hospitals and over 20 total healthcare facilities
19 throughout Houston, Texas and the surrounding metro area.”⁸

20 62. On October 31, 2014, Singleton filed an Amended and Restated
21 Certificate of Formation that changed Singleton’s ownership and made
22 Anthony Gabriel the sole member, officer, or director of Singleton.

23 63. No notice was ever provided to United of any change in
24 Singleton’s ownership.

25
26 ⁶ <https://baylorradiologists.com/our-physicians/>

27 ⁷ <https://baylorradiologists.com/contact-us/>

28 ⁸ <https://www.businesswire.com/news/home/20141110005131/en/Radiology-Partners-Expands-Radiology-Group-Practice-Through-Affiliation-with-Singleton-Associates;>

<https://www.providenthp.com/expertise/singleton-associates/>

1 64. Anthony Gabriel is a co-founder of Radiology Partners and its
2 Chief Operating Officer.

3 65. By appointing Gabriel as the sole member and director of
4 Singleton, Radiology Partners can exercise control over all actions taken by
5 Singleton without formally owning it. Radiology Partners and Singleton
6 structured their relationship to remain two separate entities.

7 *ii. Mori, Bean & Brooks*

8 66. Like Singleton, MBB is a small radiology practice that offers
9 services in Jacksonville, Florida. According to MBB’s website, it is
10 comprised of less than 40 radiologists offering a variety of types of
11 radiology services around Jacksonville.⁹

12 67. In the fall of 2018, MBB announced its partnership with
13 Radiology Partners.

14 68. As with Singleton, when Radiology Partners affiliated with
15 MBB, the existing officers and directors (who were primarily MBB
16 radiologists) were all removed and replaced with employees of Radiology
17 Partners including Steve Tumbarello (Chief Financial Officer of Radiology
18 Partners), David Gutierrez (Controller for Radiology Partners), Jay Bronner
19 (former President and Chief Medical Officer of Radiology Partners)¹⁰ and
20 Basak Ertan (Chief Revenue Officer at Radiology Partners).

21 69. By appointing Radiology Partners executives as the officers of
22 MBB, Radiology Partners can exercise control over all actions taken by MBB
23 without formally owning it. Radiology Partners and MBB structured their
24 relationship to remain two separate entities.

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27 ⁹ <https://mbradiology.wpengine.com/physicians/>

28 ¹⁰ Dr. Bronner has since left Radiology Partners and was replaced as an MBB officer by Nina Kottler, Associate Chief Medical Officer, Clinical AI at Radiology Partners.

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1 70. No notice was ever provided to United of MBB’s change in
2 ownership and control.

3 **iii. Greensboro Radiology**

4 71. Greensboro Radiology is a radiology practice comprised of just
5 over 60 physicians¹¹ that provide radiology services at hospitals and
6 imaging centers in North Carolina.¹²

7 72. In May of 2019, Radiology Partners announced that it had
8 entered into a partnership with Greensboro Radiology.

9 73. Upon its affiliation with Radiology Partners, the single
10 shareholder of Greensboro Radiology became Nina Kottler, Associate Chief
11 Medical Officer, Clinical AI at Radiology Partners. Similarly, Anthony
12 Gabriel, co-founder of Radiology Partners, became the COO/Secretary of
13 Greensboro Radiology.

14 74. On information and belief, Radiology Partners structured its
15 acquisition such that Radiology Partners was able to exercise control over
16 all of Greensboro Radiology’s actions.

17 75. No notice was ever provided to United of Greensboro
18 Radiology’s change in ownership or control.

19 **b. Radiology Partners’ Scheme to Defraud United**

20 76. Shortly after Radiology Partners commenced its relationship
21 with each of the At-Issue Medical Groups as described above, Radiology
22 Partners began to cause the At-Issue Medical Groups to bill for services
23 performed by *other* Radiology Partners-affiliated medical groups.

24 77. Specifically, as Radiology Partners continued to expand and
25 form partnerships with new medical groups across the country, it began to
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¹¹ <https://www.greensbororadiology.com/About/AboutUs.aspx>

¹² <https://www.greensbororadiology.com/About/Locations.aspx>

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1 look for ways to maximize its revenue and cover the mounting debt from its
2 acquisition campaign.

3 78. One way that Radiology Partners did this was by “leveraging”
4 its affiliated radiology practices that had the most favorable reimbursement
5 rates in a given state. Radiology Partners “leveraged” its affiliated
6 radiology practices by causing the medical group with the most favorable
7 reimbursement rates to bill for services performed by other Radiology
8 Partners-affiliated practices in that same state.

9 79. In doing so, Radiology Partners caused the At-Issue Medical
10 Groups to bill claims for services under that practice’s name and TIN even
11 though different medical groups performed the services and/or the services
12 were performed on behalf of another medical group’s patients. When
13 Radiology Partners caused an At-Issue Medical Group to bill claims using
14 its own name and TIN—rather than the name and TIN of the medical group
15 who performed the services—it represented to United that the At-Issue
16 Medical Group performed the service being billed.

17 80. Relying on the representations that the At-Issue Medical Group
18 performed the services being billed, United and other payors paid the At-
19 Issue Medical Group for services that it did not perform at much higher
20 reimbursement rates than if the medical group who performed the service
21 had billed the claims directly.

22 81. Radiology Partners’ scheme to cause certain of its affiliated
23 practices to bill for services they did not perform was directed by Keegan
24 Scanlon (VP Integrations, Strategic Projects and Communications at
25 Radiology Partners), Basak Ertan (Chief Revenue Officer at Radiology
26 Partners), Anthony Gabriel (President and Co-Founder at Radiology
27 Partners), and Fredricka Richards (Sr. Vice President, Payor Strategy and
28 Contracting), among others.

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1 82. Radiology Partners effectuated its scheme by causing United,
2 and other payors, to link the unique National Provider Identifier (NPI) for
3 specific physicians to the TIN of the At-Issue Medical Group that Radiology
4 Partners wanted to bill the services under—even though those physicians
5 were not affiliated with the At-Issue Medical Group and were not
6 performing services on behalf of patients of the At-Issue Medical Group.

7 83. In order to hide its fraudulent conduct, Radiology Partners had
8 a policy of linking only a few NPIs to an At-Issue Medical Group’s TIN at a
9 time so that United would not catch on to Radiology Partners’ billing
10 scheme. It was not suspicious for a medical group to add a few providers
11 here and there. It would have been very suspicious if a small practice group
12 began to add dozens of providers at a time.

13 84. By linking the NPIs to the At-Issue Medical Group’s TIN, the
14 At-Issue Medical Group was able to bill for services provided by those
15 physicians even though those physicians were not affiliated with the At-
16 Issue Medical Group and were not performing services for patients of the
17 At-Issue Medical Group.

18 85. Each time an At-Issue Medical Group billed a claim for services
19 rendered by other medical groups’ physicians or for services performed for
20 patients who were not patients of the At-Issue Medical Group, it was a
21 misrepresentation that the At-Issue Medical Group performed the services
22 at issue.

23 86. As a result of the misrepresentations made to United, United
24 paid the At-Issue Medical Group for services it did not perform. Had
25 United known that the At-Issue Medical Group did not perform the
26 services or that the services were not performed on behalf of the At-Issue
27 Medical Group’s patients, United would have never paid the At-Issue
28 Medical Group for the services.

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1 87. Further, because of the misrepresentations, United paid much
2 more for services than it would have paid, had the medical group that
3 actually performed the services billed for them.

4 88. On information and belief Radiology Partners engaged in its
5 fraudulent billing scheme in several states across the country. The following
6 are just a few examples of Radiology Partners' scheme.

7 *i. Radiology Partners' Scheme Using Singleton*

8 89. Sometime after Radiology Partners and Singleton commenced
9 their relationship, Radiology Partners began linking physicians who
10 worked for other Radiology Partners affiliated practices with Singleton's
11 TIN so that Singleton could bill United for services provided by those non-
12 Singleton physicians. United has since learned that the vast majority of
13 providers who performed the services billed by Singleton were not
14 employees, shareholders, or partners of Singleton and were not providing
15 services to Singleton's patients (*i.e.*, at hospitals where Singleton was
16 previously contracted to provide radiology services).

17 90. Indeed, many of the radiologists who performed the services
18 billed by Singleton were employed by other Radiology Partners-affiliated
19 medical groups.

20 91. On information and belief, the sole reason that Radiology
21 Partners caused Singleton to bill for services performed by physicians
22 affiliated with other radiology practices at hospitals where Singleton was
23 not authorized to perform services is for Radiology Partners to increase
24 profits by having its other affiliated medical groups reimbursed by United
25 at Singleton's uniquely lucrative rates.

26 92. As a result, starting in 2015, Radiology Partners caused
27 Singleton to systematically add hundreds of providers to its TIN so that
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1 those providers’ services could be billed and reimbursed through
2 Singleton’s contract with United.

3 93. United has now discovered a consistent pattern: When
4 Radiology Partners became affiliated with a new medical group, it would
5 have the providers working for that new medical group linked to the
6 Singleton TIN—even though they were not employees of Singleton and
7 were not performing services at hospitals where Singleton was contracted
8 to perform those services.

9 94. Radiology Partners and Singleton accomplished this by
10 conspiring to have an individual—representing themselves as acting on
11 behalf of Singleton—make requests to United’s operations team to link the
12 “newly added providers” to Singleton’s TIN in United’s systems.

13 95. When Singleton and/or Radiology Partners made these
14 requests, they represented to United that the providers were Singleton
15 providers, as defined under the terms of the parties’ agreement and as
16 understood in the industry.

17 96. Relying on those representations, United then linked the new
18 providers to Singleton’s TIN, which allowed the new providers’ claims to
19 be reimbursed under the terms of Singleton’s network agreement.

20 97. After linking those providers to Singleton’s TIN, Singleton, at
21 the direction of Radiology Partners, would then bill for services performed
22 by those providers, despite the fact that Singleton was not entitled to
23 reimbursement for services performed by physicians who were not
24 employees of Singleton and who were not performing services on behalf of
25 Singleton.

26 98. As a result of Radiology Partners and Singleton’s scheme to
27 have Singleton bill for services that were not payable to Singleton,
28

1 Radiology Partners and Singleton received tens of millions of dollars in
2 reimbursements to which they were not entitled.

3 99. United has compared the professional identities of a sample of
4 providers whose services were billed through Singleton's TIN since 2014
5 with publicly available information about those providers and who they
6 work for. The overwhelming majority of these providers were affiliated
7 with other Radiology Partners medical groups, but not with Singleton.
8 Many are not local to Houston—which is where Singleton provides
9 services—and some even reside outside the state of Texas.

10 100. The following are examples of providers that Radiology
11 Partners and Singleton caused to be improperly linked to the Singleton TIN
12 and whose services Singleton, at the direction of Radiology Partners,
13 fraudulently billed to United as if Singleton had performed the services at
14 issue.

15 101. In 2015, United received claims for services performed by
16 Matthew Clower, M.D., billed under the Singleton TIN. Dr. Clower's
17 LinkedIn states that he was a radiologist for Radiology Partners from July
18 2015 to September 2019.¹³ Prior to that, he worked for a radiology provider
19 in Kentucky. During Dr. Clower's tenure at Radiology Partners, he was
20 never listed as a provider on Singleton's website and his LinkedIn profile
21 does not reflect that he ever worked for Singleton.¹⁴

22 102. Also in 2015, United began receiving claims for services
23 performed by Nina Kottler, M.D., and billed under Singleton's TIN. Dr.
24 Kottler describes herself as "the first radiologist to join Radiology
25

26 _____
27 ¹³ <https://www.linkedin.com/in/matthew-clower-m-d-651b9227/>

¹⁴ See, e.g.,

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

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1 Partners,”¹⁵ which occurred when she assumed an executive role in April
 2 2013. She is now the Associate Chief Medical Officer of Clinical Artificial
 3 Intelligence and Vice President of Clinical Operations at Radiology
 4 Partners.¹⁶ In 2015, Dr. Kottler practiced at Eagle Imaging,¹⁷ an Oklahoma-
 5 based provider that Radiology Partners partnered with in early 2013.¹⁸ Dr.
 6 Kottler was part of Eagle Imaging’s “Matrix” group, which provided “after
 7 hours” remote radiology services. Her status as a remote provider is
 8 consistent with her LinkedIn profile, which states she worked out of
 9 Huntington Beach, California. In 2015, Dr. Kottler was not a listed Singleton
 10 provider on Singleton’s website.¹⁹

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

16 104. While Eagle Imaging had clinics in Texas in 2016, they were
 17 clustered around the Dallas-Fort Worth metropolitan area – 250 miles from
 18 Houston. Nevertheless, in 2016 the services of at least ten Eagle Imaging
 19 providers were billed under Singleton’s TIN:²⁰

20 Provider Name	Provider NPI	Employer in 2016²¹
21 Alexander, John E.	1194785022	Eagle Imaging / RP Eagle
22 Christie, Byron	1760434955	Eagle Imaging / RP Eagle
Eckard, Don	1548224322	Eagle Imaging / RP Eagle
Griggs, Thomas	1891743373	Eagle Imaging / RP Eagle
23 Jansen, Joshua	1952539629	Eagle Imaging / RP Eagle

24 ¹⁵ <https://www.linkedin.com/in/radkottler/>

25 ¹⁶ <https://www.radpartners.com/about-us/our-team/>

¹⁷ <https://web.archive.org/web/20160216090333/http://eagleimagingok.com/team/>

¹⁸ <https://www.radpartners.com/2021/03/physician-spotlight-dr-byron-christie/>

26 ¹⁹ [https://web.archive.org/web/20150320225320/http://www.saparadiology.com:80/AdultServices/Me
 etOurPhysicians.aspx](https://web.archive.org/web/20150320225320/http://www.saparadiology.com:80/AdultServices/MeetOurPhysicians.aspx)

27 ²⁰ <https://www.radpartners.com/about-us/our-team/>

28 ²¹ 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/>

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1	Myers, Chuck	1801850193	Eagle Imaging / RP Eagle
2	Nelson, Brett	1700096435	Eagle Imaging / RP Eagle
3	Schucany, William G.	1114970910	Eagle Imaging / RP Eagle
4	Toppins, Anthony C.	1427001395	Eagle Imaging / RP Eagle
5	Whitley, Mark	1700840055	Eagle Imaging / RP Eagle

105. None of the physicians described in the previous paragraph were listed as Singleton providers in 2016.²² Nor could they have been, given that none worked within 250 miles of Houston.

106. In 2017, United began receiving claims under Singleton’s TIN for services performed by providers at Consultants in Radiology P.A., or CIRPA, a Radiology Partners’ affiliate since 2015. CIRPA is based on the Dallas-Fort Worth metropolitan area and provides remote radiology services. One of the CIRPA providers who billed through Singleton’s TIN, Narayana Mamillapalli, M.D., has worked at CIRPA since 2016.²³ Another, Jeffrey Leitko, M.D., has been with CIRPA since 2007.²⁴ Neither Dr. Mamillapalli nor Dr. Leitko were listed as Singleton providers in 2017.²⁵

107. Also in 2017, Radiology Partners billed claims under Singleton’s TIN for services by Mark Halsted, M.D., a “partner and member of [Radiology Partners’] remote reading team.”²⁶ Dr. Halsted is based in Cincinnati, Ohio.

108. In 2018, another Radiology Partners’ physician was billed under Singleton’s TIN: Arnold Saha, M.D., who worked for Radiology Partners in El Paso, Texas from September 2018 to April 2021.²⁷ Also in 2018, claims for services by Nadia Shah, M.D. were billed as if performed by Singleton. Dr.

²²<https://web.archive.org/web/20160314212539/http://www.saparadiology.com/AdultServices/MeetOurPhysicians.aspx>

²³ <https://cirpa.com/portfolio-items/narayana-swamy-mamillapalli-md/>

²⁴ <https://cirpa.com/portfolio-items/jeffrey-k-leitko-md/>

²⁵<https://web.archive.org/web/20171117000029/http://www.saparadiology.com:80/AdultServices/MeetOurPhysicians.aspx>

²⁶ <https://www.linkedin.com/in/mark-halsted-8367b86/>

²⁷ <https://www.linkedin.com/in/arnoldsahamd/>

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1 Shah has worked at Radiology Associates of North Texas in Fort Worth
 2 since 2013,²⁸ and was not listed as a Singleton provider in 2018.²⁹

3 109. In 2019, Radiology Partners affiliated with a large radiology
 4 practice called Austin Radiological Associates (“ARA”), a group of 17
 5 radiology clinics in and around Austin, Texas. Claims for ARA providers’
 6 services soon began to pour through under Singleton’s TIN, including for:³⁰

7 Provider Name	Provider NPI	Employer in 2019³¹
8 Alam, Tariq	1174642839	ARA
Aronoff, Michael D.	1457353625	ARA
9 Ben-Avi, Hillel	1841294790	ARA
Contreras, Jaime	1245290469	ARA
10 Harper, Michael T.	1023058310	ARA
Jhaveri, Ravi	1215931027	ARA
Nguyen, Mike	1699006304	ARA
Price, Stephen B.	1316262330	ARA
Putnam, Russell	1639173263	ARA
Ranjithan, Murali	1962678490	ARA
13 Saravanan, Arthy ³²	1134412653	ARA
Shademan, Ashkan	1871814616	ARA
14 Sheneman, Jeffrey	1275588360	ARA
Trubek, Simon	1366446890	ARA
15 Winsett, Mary	1518961044	ARA

16 110. In 2020, Radiology Partners continued to bill new providers
 17 under Singleton’s TIN. Tong Maung, M.D., for example, a radiologist that
 18 works for RP Matrix out of San Diego,³³ and Jose L. Arjona, M.D., a
 19 Radiology Partners physician based in the Dallas-Fort Worth area, both had
 20 claims for their services submitted under Singleton’s TIN.³⁴ On information

21
 22
 23 ²⁸ <https://www.linkedin.com/in/nadia-shah-a677aa67/>

24 ²⁹ <https://web.archive.org/web/20180809110220/http://www.saparadiology.com:80/AdultServices/MeetOurPhysicians.aspx>

25 ³⁰ 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/>.

26 ³¹ 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/>

27 ³² Dr. Saravanan is the current Associate Chief Medical Officer for Recruitment at Radiology Partners. See <https://www.radpartners.com/about-us/our-team/>

28 ³³ <https://www.radpartners.com/rp-matrix-radiologists/>

³⁴ <https://www.linkedin.com/in/jose-l-arjona-md-236bb029/>

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1 and belief, neither Dr. Maung nor Dr. Arjona were listed as providers at
 2 Singleton.

3 111. From 2021 into 2022, Radiology Partners used Singleton’s TIN
 4 to bill for additions to its roster from its largest acquisition to date.
 5 Radiology Partners paid \$885 million to acquire MEDNAX Radiology
 6 Solutions (“MEDNAX”).³⁵ United has identified two notable radiology
 7 practice groups that were once owned by Mednax and were subsequently
 8 billed through Singleton’s TIN post-acquisition: Synergy Radiology
 9 Associates (“Synergy”) and Virtual Radiologic (or “vRad”).

10 112. Synergy is a Houston-based radiology practice that was
 11 acquired by MEDNAX in 2017.³⁶ Thus, Synergy became a part of Radiology
 12 Partners through the acquisition of MEDNAX. In 2021 and 2022, claims for
 13 at least five Synergy physicians were billed under Singleton’s TIN:

14 Provider Name	Provider NPI	Employer 2021-22³⁷
15 Bacchav, Vrushali	1093030470	Synergy Radiology
16 Moore, Alaina	1952651325	Synergy Radiology
Rivera, Javier	1093030470	Synergy Radiology
Solomon, Eric	1164431565	Synergy Radiology
17 Telesmanich, Elizabeth	1912267626	Synergy Radiology

18 113. None of these physicians work for Singleton; both Drs. Moore³⁸
 19 and Telesmanich³⁹ have worked at Synergy since at least 2018.⁴⁰

20 114. vRad exclusively provides remote teleradiology services. It was
 21 acquired by MEDNAX in 2015,⁴¹ and thus became part of Radiology
 22 Partners in late 2020. Following Radiology Partners’ acquisition, claims for

23 ³⁵ <https://www.radpartners.com/2020/12/radiology-partners-completes-acquisition-of-mednax-radiology-solutions/>

24 ³⁶ <https://synergyrad.org/mednax-announces-acquisition-of-leading-texas-radiology-practice-2/>

25 ³⁷ <https://synergyrad.org/about-us/our-radiologists/>

26 ³⁸ <https://www.linkedin.com/in/alaina-moore-a981a2125/>

27 ³⁹ <https://www.linkedin.com/in/morgan-telesmanich-807b7510/>

28 ⁴⁰ See, e.g., <https://web.archive.org/web/20220521022948/https://baylorradiologists.com/our-physicians/>

⁴¹ https://www.vrad.com/wp-content/uploads/2021/12/vRadToBeAcquiredByMEDNAX_vRad_Press_Release_05_12_15.pdf

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1 services performed by vRad radiologists began to flow through Singleton’s
 2 TIN. United was able to identify these radiologists’ employer based on the
 3 address associated with their respective National Provider Identifiers. vRad
 4 is located at 11995 Singletree Lane, Suite 500, Eden Prairie, MN, and that
 5 address is registered to each provider’s NPI. For example:

6 Provider Name	Provider NPI	7 Date Practice Address Last Updated in NPPES ⁴²
8 Gleason, Thomas R.	1811079437	January 9, 2020
9 Malik, Daewood	1336451673	June 25, 2021
Ngo, Lawrence	1457738072	July 21, 2020
Rex, David L.	1386608172	June 25, 2021
10 Tague, David F.	1841219508	June 25, 2021

11 115. None of these providers mentioned above are listed as
 12 providers at Singleton.

13 116. Radiology Partners and Singleton each played different roles in
 14 their scheme to defraud United out of tens of millions of dollars. Singleton
 15 used its name and TIN to bill United. Radiology Partners acquired medical
 16 groups all over Texas and across the United States and then conspired with
 17 Singleton to improperly cause United to link those providers to Singleton’s
 18 TIN so that Radiology Partners could bill services performed by non-
 19 Singleton providers using Singleton’s TIN in order to get paid at higher
 20 rates.

21 117. Neither Radiology Partners nor Singleton could have
 22 effectuated their pass-through billing scheme without the other.

23 ***ii. Radiology Partners’ Scheme Using MBB***

24 118. As with Singleton, after Radiology Partners affiliated with MBB,
 25 it began linking physicians working for Radiology Partners’ other Florida-
 26 based medical groups to MBB’s TIN so that MBB could bill United for

27 ⁴² Physicians in the United States register with the Centers for Medicare and Medicaid Services and receive
 28 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>.

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1 services performed by Radiology Partners’ other Florida-based medical
 2 groups.

3 119. In addition to MBB, Radiology Partners is affiliated with several
 4 other Florida-based medical groups including Bethesda Radiology Group
 5 (“Bethesda”) and Radiology Associates of South Florida (“RASF”).

6 120. After Radiology Partners affiliated with MBB, United began
 7 receiving claims for services performed by physicians employed by
 8 Bethesda and RASF under MBB’s TIN.

9 121. The following are examples of physicians employed by other
 10 medical groups whose services were billed under MBB’s name and TIN:

Provider Name	Provider NPI	Employer
Adami, Carol	1154395119	Bethesda Radiology Associates
Alvarez, Ariana, B.	1265406201	Bethesda Radiology Associates
Dacosta, Darlene	1801053756	Bethesda Radiology Associates
Deyoe, Lane, A.	1972577856	Bethesda Radiology Associates
Edelstein, Richard	1295709152	Bethesda Radiology Associates
Ferguson, Jon	1609840453	Bethesda Radiology Associates
Figueroa, Nicholas	1457791295	Bethesda Radiology Associates
Jalens, Lori, J.	1588638449	Bethesda Radiology Associates
Naveed, Nausheen	1508182742	Bethesda Radiology Associates
Oconnor, David, K.	1801860655	Bethesda Radiology Associates
Sani, Farhad, W.	1235337072	Bethesda Radiology Associates
Abrams, Kevin, J.	1700869633	Radiology Associates of South Florida
Adler, Leon	1982687802	Radiology Associates of South Florida
Aguiar, Aimee, M.	1841273760	Radiology Associates of South Florida
Amaro, Angie	1043563976	Radiology Associates of South Florida
Balkissoon, Avinash R, A.	1528041449	Radiology Associates of South Florida
Baquero, Julio	1760465389	Radiology Associates of South Florida
Battle, Juan, C.	1538130588	Radiology Associates of South Florida
Behairy, Moataz	1801215868	Radiology Associates of South Florida
Cantor-Thorpe, Amy, M.	1467434530	Radiology Associates of South Florida
Carbonell, Marlene	1528068715	Radiology Associates of South Florida
Careaga-Hernandez, Arlene	1568977643	Radiology Associates of South Florida
Chaneles, Margaret, C.	1245212315	Radiology Associates of South Florida

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1	Chundru, Surya, N.	1265766893	Radiology Associates of South Florida
2	Cury, Ricardo, C.	1871575589	Radiology Associates of South Florida
3	Diez, Juan, C.	1689657504	Radiology Associates of South Florida
4	Dorio, Paul, J.	1407825912	Radiology Associates of South Florida
5	Elgarresta, Lawrence, F.	1942282017	Radiology Associates of South Florida
6	Extein, Jason, E.	1962797076	Radiology Associates of South Florida
7	Faridad, Derek, J.	1871537209	Radiology Associates of South Florida
8	Fazekas, Jessica	1609938281	Radiology Associates of South Florida
9	Fernandez, Pedro, L.	1790767283	Radiology Associates of South Florida
10	Fields, Jonathan	1437131919	Radiology Associates of South Florida
11	Freeman, Louis	1831130699	Radiology Associates of South Florida
12	Fukuma, Brett Craig	1235573684	Radiology Associates of South Florida
13	Gandhi, Ripal, T.	1417150764	Radiology Associates of South Florida
14	Geronemus, Adam	1275585192	Radiology Associates of South Florida
15	Groves, Arthur, C.	1821065459	Radiology Associates of South Florida
16	Inzinna, Joseph, D.	1396733721	Radiology Associates of South Florida
17	Iparraguirre, Maria, D.	1780666859	Radiology Associates of South Florida
18	Keedy, Jennifer	1447265897	Radiology Associates of South Florida
19	Lafosse-Marin, Stephane, G.	1154303220	Radiology Associates of South Florida
20	Lampen-Sachar, Katharine	1326200197	Radiology Associates of South Florida
21	Luedemann, Kirsten, A.	1902858392	Radiology Associates of South Florida
22	Malavevidal, Ivan	1346222411	Radiology Associates of South Florida
23	Maroules, Christopher, D	1285861708	Radiology Associates of South Florida
24	Martinez, Ariane	1326466814	Radiology Associates of South Florida
25	Martinez, Maria, P.	1730161217	Radiology Associates of South Florida
26	Messinger, Jonathan, M	1972586832	Radiology Associates of South Florida
27	Mosca, Heather, A.	1104146646	Radiology Associates of South Florida
28	Narayanan, Govindarajan	1699794297	Radiology Associates of South Florida
	Niekamp, Andrew	1437576626	Radiology Associates of South Florida
	Nouri, Navid	1134381551	Radiology Associates of South Florida
	Oliveira, George, R.	1285895318	Radiology Associates of South Florida
	Parrilla, Victor	1376525436	Radiology Associates of South Florida
	Pena, Constantino, S.	1821070301	Radiology Associates of South Florida
	Podrasky, Ann	1336122233	Radiology Associates of South Florida
	Powell, Alex	1770566697	Radiology Associates of South Florida
	Prasuna, Inampudi	1265414338	Radiology Associates of South Florida
	Rabassa, Antonio	1427030584	Radiology Associates of South Florida
	Rafael, Justin, M.	1003115155	Radiology Associates of South Florida

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Robinson, Lamar, E.	1700013356	Radiology Associates of South Florida
Rubin, Jonathan, S.	1275515751	Radiology Associates of South Florida
Sayegh, Karl	1285981191	Radiology Associates of South Florida
Schiro, Brian, J.	1588867188	Radiology Associates of South Florida
Scortegagna, Eduardo	1164778056	Radiology Associates of South Florida
Sidani, Charif	1265676910	Radiology Associates of South Florida
Singer, Daniel	1033101571	Radiology Associates of South Florida
Smock, David, E.	1922090463	Radiology Associates of South Florida
Souza, Frederico, D.	1356587125	Radiology Associates of South Florida
Teitelbaum, Philip	1104012715	Radiology Associates of South Florida
Tewfik, Joanna, N.	1124183199	Radiology Associates of South Florida
Toro Pape, Franz, W.	1417381211	Radiology Associates of South Florida
Valderrabano, Carmen, V	1073508925	Radiology Associates of South Florida
Vega, Onelis	1487025425	Radiology Associates of South Florida
Villalobos, Eduardo, E.	1043329303	Radiology Associates of South Florida
Vuong, Hao, V.	1003899923	Radiology Associates of South Florida
Whitley, Amy, B.	1811970528	Radiology Associates of South Florida
Williams, Lorna, S.	1740256304	Radiology Associates of South Florida
Ziffer, Jack	1952383440	Radiology Associates of South Florida

122. Both Bethesda and RASF are located in Miami, Florida—approximately 350 miles from MBB’s locations.

123. In addition, Radiology Partners caused MBB to bill for services using its name and TIN that were performed by vRAD, a Radiology Partners’ teleradiology company.

124. The following are examples of vRAD physicians whose claims were billed under MBB’s name and TIN:

Provider Name	Provider NPI	Employer
Aikawa, Taro	1144265455	VRAD
Albrektson, Joshua, R.	1104155258	VRAD
Allen, Michael, S.	1083662654	VRAD
Alvi, Fozail, I.	1184891962	VRAD
Beeson, Donn, K.	1740495654	VRAD
Bloss, Michael, F.	1801854732	VRAD
Bogan, Jennifer, K.	1720058001	VRAD
Briggs, Lawrence, J.	1679553671	VRAD

1	Browning, Jared, C.	1720174238	VRAD
2	Bryant, Jennifer, E.	1396751426	VRAD
3	Cobb, Michael, L.	1932170131	VRAD
4	Conway, Deborah, J.	1982777033	VRAD
5	Curtis, Bernadette, R.	1407858970	VRAD
6	Davae, Ketan, C.	1700838620	VRAD
7	Delavallade, Dawn	1750445086	VRAD
8	Edson, Steven, B.	1881656692	VRAD
9	Faliszek, James, E.	1467568261	VRAD
10	Foral, Jonathan, M.	1477576064	VRAD
11	Fox, Stephen, G.	1023094737	VRAD
12	Gaurilof-Rothenberg, Jane	1154377117	VRAD
13	Giovannetti, Mark, J.	1730123191	VRAD
14	Green, Adam, S.	1649226804	VRAD
15	Ivy, Cathleen, A.	1851394944	VRAD
16	Kartha, Krishnan	1144325952	VRAD
17	Kennedy, Keiron, T.	1740221944	VRAD
18	Kessler, Larry, S	1033197652	VRAD
19	Lamoureux, Christine, A.	1275578593	VRAD
20	Lawton, Christopher, S.	1285673293	VRAD
21	Losasso, Carl, J.	1508881442	VRAD
22	Manjikian, Viken	1225094683	VRAD
23	Morais, Joshua, D.	1669674651	VRAD
24	Nicell, Donald, T.	1689679631	VRAD
25	Ramas, Carla, V.	1356676431	VRAD
26	Reckson, Mark, W.	1588710487	VRAD
27	Rickards, James, S.	1730211046	VRAD
28	Robinette, Alison, M.	1649444761	VRAD
	Rozell, Joseph, M.	1629368519	VRAD
	Schultze, Dietrich	1922192459	VRAD
	Shapoval, Anton	1245529536	VRAD
	Slone, Richard, M.	1346225166	VRAD
	Spirer, David, J.	1780876177	VRAD
	Staib, Neil, E.	1225021413	VRAD
	Thaler, Bruce, J.	1477572865	VRAD

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Tievsky, Andrew, L.	1861458788	VRAD
Tobon, Sandra, P.	1306874581	VRAD
Vrla, Rolf, F.	1396734430	VRAD
Zimmer, Wendy	1568420149	VRAD

iii. Radiology Partners’ Scheme Using Greensboro Radiology

125. As with Singleton and MBB, after Radiology Partners affiliated with Greensboro Radiology, it began linking physicians working for Radiology Partners’ other North Carolina-based medical groups, Coastal Radiology Associates, to Greensboro Radiology’s TIN so that Greensboro Radiology could bill United for services performed by Radiology Partners’ other North Carolina-based medical group.

126. The following are examples of physicians employed by other Coastal Radiology Associates whose services were billed under Greensboro Radiology’s name and TIN:

Provider Name	Provider NPI	Employer
Baggett, Rebecca, M.	1285894576	Coastal Radiology Associates
Lorentzen, James, C.	1205818226	Coastal Radiology Associates,
Rodriguez, Enrique	1093058620	Coastal Radiology Associates,
Blackmon, Floriece	1992834949	Coastal Radiology Associates,
Desmond, Timothy, P.	1528000775	Coastal Radiology Associates,
Sloan, Timothy, C.	1306828207	Coastal Radiology Associates,
Wehrung, Kristin Mary	1295780948	Coastal Radiology Associates,

* * * *

127. In addition to the above, on information and belief, Radiology Partners also caused the At-Issue Medical Groups to bill claims in a manner that is fraudulent and inconsistent with industry standard billing practices through, for example, upcoding and miscoding claims.

1 128. Radiology Partners’ fraudulent billing scheme caused United
2 tens of millions of dollars in damages.

3 129. United wrongfully paid these fraudulent claims for
4 reimbursement to the At-Issue Medical Groups and, upon information and
5 belief, those monies received then flowed upwards into Radiology Partners’
6 coffers.

7
8 **COUNT ONE**
9 **(FRAUD)**

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

12 131. Radiology Partners knowingly made material
13 misrepresentations and omissions to United when requesting that United
14 link physicians to the TIN’s of the At-Issue Medical Groups even though
15 the physicians being linked to the At-Issue Medical Groups were affiliated
16 with other radiology practices and were performing services on behalf of
17 patients of other radiology practices and on claims that the At-Issue
18 Medical Groups and/or Radiology Partners submitted, or caused to be
19 submitted, with the intent to induce United to rely on those
20 misrepresentations and omissions to pay reimbursements on claims for
21 services that were not performed by the At-Issue Medical Groups.

22 132. Each time that Radiology Partners made a request to United to
23 link a physician to one of the At-Issue Medical Group’s TINs, so that the At-
24 Issue Medical Group could bill United for services performed by that
25 provider, Radiology Partners represented to United that the claim was for a
26 service performed by the At-Issue Medical Group on behalf of one of the
27 At-Issue Medical Group’s patients .

28 133. United relied on Radiology Partners’ representations when

1 linking the providers to the At-Issue Medical Groups' TINs, which allowed
2 the At-Issue Medical Groups to bill (and receive reimbursements) for
3 services performed by physicians who were affiliated with a medical group
4 other than the At-Issue Medical Groups.

5 134. Further, the submission of a claim to United constitutes a
6 certification and representation that the information shown on the claim is
7 true, accurate and complete, and that the submitted claims did not
8 knowingly or recklessly disregard or misrepresent or conceal material facts.

9 135. Each time Radiology Partners submitted a claim, or caused a
10 claim to be submitted by one of the At-Issue Medical Groups, it represented
11 that the provider who performed the service did so on behalf of the At-
12 Issue Medical Group and was performing services on patients of the At-
13 Issue Medical Group.

14 136. Likewise, each time Radiology Partners submitted a claim, or
15 caused a claim to be submitted by one of the At-Issue Medical Groups, it
16 represented that it was the practice that performed the services being billed
17 and, thus, was entitled to reimbursements for those services.

18 137. Yet many of the physicians who performed the services being
19 billed were affiliated with medical groups other than the At-Issue Medical
20 Groups and were not providing services to patients of the At-Issue Medical
21 Group.

22 138. The aforementioned representations were material to United's
23 determination of whether claims submitted and billed by the At-Issue
24 Medical Groups were payable.

25 139. Radiology Partners made the aforementioned
26 misrepresentations and omissions with the intent to wrongfully induce
27 United to make payment on the claims to the At-Issue Medical Groups at
28 higher rates than United would have paid had the medical group that

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1 performed the service billed it directly.

2 140. United reasonably relied on the aforementioned
3 misrepresentations and omissions by Radiology Partners and paid the
4 claims submitted for services performed by medical groups other than the
5 At-Issue Medical Groups.

6 141. Because United processes over one million claims per day, the
7 vast majority are automatically adjudicated by United’s claim-processing
8 systems. Due to the volume of claims that United processes, United cannot
9 review the medical records underlying each and every claim for accuracy
10 before making the decision to pay a claim—doing so would grind the
11 healthcare system to a halt. Instead, United relied on Radiology Partners’
12 representation that the information submitted in the claims was true,
13 accurate and complete, and that Radiology Partners did not knowingly or
14 recklessly disregard or misrepresent or conceal material facts.

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

18 **COUNT TWO**
19 **(FRAUDULENT INDUCEMENT)**

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

22 144. Radiology Partners knowingly made the aforementioned
23 misrepresentations and omissions to United when asking United to link
24 physicians to the At-Issue Medical Groups’ TINs and on claims that it
25 submitted, or caused the At-Issue Medical Groups to submit, with the
26 intent to induce United to rely on those misrepresentations and omissions
27 to pay the claims, which it would not have otherwise done without
28 Radiology Partners’ misrepresentations.

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1 145. United was injured by the payments that it was induced to
2 make as a result of Radiology Partners’ material misrepresentations.

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

6 **COUNT THREE**

7 **(NEGLIGENT MISREPRESENTATION)**

8 147. United incorporates by reference as fully set forth herein the
9 allegations in the preceding paragraphs.

10 148. Radiology Partners knowingly made the aforementioned
11 material misrepresentations and omissions to United, made them without
12 regard to their truth or falsity, made them under circumstances in which
13 Radiology Partners ought to have known their falsity, or made them
14 negligently and without the exercise of reasonable care or competence.

15 149. Radiology Partners intended and expected that United would
16 rely on its misrepresentations and omissions.

17 150. United justifiably relied on the aforementioned
18 misrepresentations and omissions made by Radiology Partners, and paid
19 the claims improperly billed by the At-Issue Medical Groups.

20 151. Radiology Partners had superior and special knowledge of its
21 practice of submitting and causing the At-Issue Medical Groups to submit
22 claims for services performed by physicians affiliated with medical groups
23 other than the At-Issue Medical Groups and/or for services performed on
24 patients of medical groups other than the At-Issue Medical Groups.

25 152. Radiology Partners had a duty to disclose to United information
26 material to the claims that it submitted or caused the At-Issue Medical
27 Groups to submit for reimbursement.

28 153. Radiology Partners understood that it had a special relationship

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1 of trust and confidence toward United that gave rise to a duty to speak and
2 disclose material information regarding the claims being submitted.

3 154. As a direct and proximate result of Radiology Partners'
4 misrepresentations and omissions, United has been damaged in an amount
5 to be determined at trial.

6
7 **COUNT FOUR**

8 **(MONEY HAD AND RECEIVED)**

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

11 156. In addition, or in the alternative, Radiology Partners is liable
12 under money had and received.

13 157. United has paid claims to the At-Issue Medical Groups and
14 those funds were then funneled to Radiology Partners.

15 158. United would not have paid those claims but for the wrongful
16 conduct of Radiology Partners, as described herein.

17 159. The At-Issue Medical Groups and Radiology Partners entered
18 into a conspiracy to bill for services not performed by the At-Issue Medical
19 Groups and/or for individuals that are not patients of the At-Issue Medical
20 Groups.

21 160. Without revealing to United the truth, Radiology Partners
22 gouged United, its plan sponsors, and their member employees.

23 161. The excessive amounts paid by United should be returned to
24 United in good conscience. Accordingly, United seeks the return of money
25 had and received to compensate United, its plan sponsors, and their
26 member employees.

27 **COUNT FIVE**

28 **(UNJUST ENRICHMENT)**

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

3 163. In addition, or in the alternative, Radiology Partners is liable
4 under the principle of unjust enrichment. United may recover based on
5 unjust enrichment because Radiology Partners has used fraud to obtain a
6 benefit to which it is not entitled.

7 164. Radiology Partners submitted and/or caused the At-Issue
8 Medical Groups to submit claims to United that it would not have paid but
9 for the wrongful conduct of Radiology Partners as described herein.

10 165. When United paid Singleton for services it was not obligated to
11 cover, Radiology Partners received a benefit from United through its
12 fraudulent billing practices. Specifically, Radiology Partners collected the
13 sums wrongfully paid to the At-Issue Medical Groups by United as a result
14 of this fraudulent scheme.

15 166. As a result, Radiology Partners has been unjustly enriched and
16 United, its plan sponsors, and their member employees have been injured.

17 167. It would be inequitable for Radiology Partners to retain
18 amounts United paid as a result of Radiology Partners' wrongful conduct
19 alleged herein.

20 168. Accordingly, United seeks the return of that money to
21 compensate United, its plan sponsors, and their member employees.

22 **COUNT SIX**

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

24 169. United incorporates by reference as fully set forth herein the
25 allegations in the preceding paragraphs.

26 170. The At-Issue Medical Groups and Radiology Partners are
27 "persons" within the meaning of 18 U.S.C. § 1961(3) that conducted the
28 affairs of an enterprise through a pattern of racketeering activity in

1 violation of 18 U.S.C. § 1962(c).

2 171. Each of the At-Issue Medical Groups and Radiology Partners
3 entered into separate association-in-fact enterprises (the “Enterprise”)
4 within the meaning of 18 U.S.C. § 1961(4). Each separate Enterprise
5 consisted of Radiology Partners and one of the At-Issue Medical Groups.
6 The Enterprises are ongoing organizations that functioned as continuing
7 units. The Enterprises were created and/or used as a tool to effectuate a
8 pattern of racketeering activity, and the Enterprises had the common
9 purpose of doing the same. The At-Issue Medical Groups and Radiology
10 Partners are each “persons” distinct from the Enterprise.

11 172. Radiology Partners and the At-Issue Medical Groups
12 established the Enterprises in order to reap windfall profits from the United
13 through a pattern of fraudulent pass-through billing. The Enterprises
14 worked to deceive United into overpaying for radiology services by means
15 of fraud perpetrated over the wires or by mail.

16 173. Each participant in the Enterprises played a distinct and
17 indispensable role, and the participants joined as a group to execute the
18 scheme and further the Enterprise’s goals. Radiology Partners acquired
19 medical groups across the country so that it had control over how the
20 claims for services performed by providers affiliated with those medical
21 groups could be billed. The At-Issue Medical Groups made requests to
22 United to link the physicians affiliated with other medical groups to the At-
23 Issue Medical Groups’ TINs so that the At-Issue Medical Groups, at the
24 direction of Radiology Partners, could bill and receive reimbursements for
25 services performed by medical groups other than the At-Issue Medical
26 Groups. The At-Issue Medical Groups then billed United for services
27 performed by the medical groups other than the At-Issue Medical Groups
28 and received reimbursements at rates United would not have paid had it

1 know that the physicians performing the services being billed were not the
2 At-Issue Medical Groups' physicians and were not providing services to
3 patients of the At-Issue Medical Groups.

4 174. The Enterprises could not have succeeded, and its members
5 could not have enjoyed the substantial financial benefits described above,
6 absent their coordinated efforts. The members of the Enterprises functioned
7 as a unit in pursuit of their common purpose.

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

16 176. Each participant in the Enterprises knew their scheme violated
17 federal and state laws and acted with the specific intent to defraud the
18 United.

19 177. The Enterprises engaged in and affected interstate commerce
20 because, among other things, it fraudulently billed United for services
21 performed by physicians in Texas, Florida, and North Carolina, and
22 because Radiology Partners is a California-based company.

23 178. Radiology Partners and the At-Issue Medical Groups conducted
24 and participated in the affairs of the Enterprises through a pattern of
25 racketeering activity that includes acts indictable under 18 U.S.C. §§ 1341
26 (mail fraud), 1343 (wire fraud), and 1952 (use of interstate facilities to
27 conduct unlawful activity).

28 179. Predicate acts of racketeering that Radiology Partners and

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- 1 Singleton engaged in include, but are not limited to:
- 2 a. The use of wires and mails to submit fraudulent claims to the
 - 3 United;
 - 4 b. The use of wires and mails to request that United link
 - 5 physicians who were not physicians of the At-Issue Medical
 - 6 Group to the At-Issue Medical Groups' TINs; and
 - 7 c. The use of the wires and mails to obtain payments from the
 - 8 United, and to distribute the proceeds of the scheme amongst
 - 9 its members.

10 180. The above-described acts reveal a sustained pattern of

11 racketeering activity, in addition to the threat of continued racketeering

12 activity.

- 13 a. As discussed above, the racketeering activity commenced in
- 14 2015 for Singleton, 2018 for MBB, and 2019 for Greensboro
- 15 Radiology and continued for years thereafter to the present.
- 16 During this period, the Enterprises operated continuously,
- 17 requesting that United link physicians to the At-Issue
- 18 Medical Groups' TINs even though those physicians were
- 19 physicians of other medical groups numerous times during
- 20 the course of the scheme described above.
- 21 b. Further, the Enterprises submitted claims for services
- 22 performed by other medical groups under the At-Issue
- 23 Medical Groups' TINs almost daily since the time that each
- 24 of the Enterprises were formed.
- 25 c. The pattern and policy of linking physicians to the At-Issue
- 26 Medical Groups' TINs and then billing United for services
- 27 performed other medical groups as if the At-Issue Medical
- 28 Groups had performed the services on behalf of the At-Issue

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1 Medical Groups’ TINs has become the regular manner in
2 which Radiology Partners and the At-Issue Medical Groups
3 conduct their business.

4 181. The purpose and effect of the Enterprise’s racketeering activities
5 was to defraud United out of substantial sums of money by deceiving them
6 into significantly overpaying the At-Issue Medical Groups on claims for
7 which the At-Issue Medical Groups were not entitled to reimbursement.
8 The Enterprises caused this result by systematically submitting claims that
9 deliberately misrepresented that physicians linked to the At-Issue Medical
10 Groups’ TINs were the At-Issue Medical Groups’ physicians performing
11 services on behalf of the At-Issue Medical Groups’ patients.

12 182. United suffered injuries when it overpaid on fraudulent claims,
13 losing many millions of dollars as a result of the Enterprise’s racketeering
14 activity.

15 183. United’s injuries were directly and proximately caused by the
16 racketeering activities as described above.

17 184. By virtue of these violations of 18 U.S.C. § 1962(c), Radiology
18 Partners is liable to United for three times the damages United sustained in
19 an amount to be determined at trial, plus the cost of this suit, including
20 reasonable attorneys’ fees.

21 **COUNT SEVEN**

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

23 185. United incorporates by reference as fully set forth herein the
24 allegations in the preceding paragraphs.

25 186. 18 U.S.C. § 1962(d) provides that it “shall be unlawful for any
26 person to conspire to violate any of the provisions of subsection (a), (b) or
27 (c) of this section.”

28 187. Radiology Partners and the At-Issue Medical Groups have

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1 violated 18 U.S.C. § 1962(d) by conspiring with each other to violate 18
2 U.S.C. § 1962(c). The object of this conspiracy has been and is to conduct or
3 participate in, directly or indirectly, the conduct of the affairs of the
4 Enterprise described herein through a pattern of racketeering activity.

5 188. Radiology Partners and the At-Issue Medical Groups engaged
6 in numerous overt and predicate fraudulent racketeering acts in furtherance
7 of the conspiracy.

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

14 190. As a direct and proximate result of Radiology Partners and At-
15 Issue Medical Groups' overt acts and predicate acts in furtherance of
16 violating 18 U.S.C. § 1962(d) by conspiring to violate 18 U.S.C. § 1962(c),
17 United has been injured in its business and property as set forth more fully
18 above.

19 191. The purpose and effect of the conspiracy was to defraud the
20 United out of substantial sums of money by deceiving them into
21 significantly overpaying the At-Issue Medical Groups on claims for which
22 the At-Issue Medical Groups were not entitled to reimbursement. The
23 Enterprise caused this result by systematically submitting claims that
24 deliberately misrepresented that the physicians performing the services at
25 issue were the At-Issue Medical Groups' physicians providing services on
26 behalf of the At-Issue Medical Groups' patients.

27 192. United suffered injuries when it overpaid on fraudulent claims,
28 losing many millions of dollars as a result of the Enterprise's racketeering

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1 activity.

2 193. By virtue of these violations of 18 U.S.C. § 1962(d), Radiology
3 Partners is liable to United for three times the damages United sustained in
4 an amount to be determined at trial, plus the cost of this suit, including
5 reasonable attorneys' fees.

6 **COUNT EIGHT**

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

8 194. United incorporates by reference as fully set forth herein the
9 allegations in the preceding paragraphs.

10 195. Radiology Partners has intentionally used deceit, trickery, and
11 unfair methods to interfere with a central structure of United's business,
12 damage United, and enrich itself.

13 196. Radiology Partners secretly, deceptively, and unfairly used the
14 At-Issue Medical Groups as a conduit to wrongfully collect tens of millions
15 of dollars in reimbursements from United.

16 197. As described herein, Radiology Partners took specific steps and
17 measures to conceal from United that it was adding physicians to At-Issue
18 Medical Groups' TINs even though they were the physicians of other
19 medical groups and causing the Billing Providers to submit claims for
20 services performed by other medical groups for patients of other medical
21 groups.

22 198. Radiology Partners engaged in this deceptive conduct to extract
23 more favorable reimbursement rates.

24 199. California's Unfair Competition Law, Cal. Bus. & Prof. Code
25 § 17200, et seq. (UCL), prohibits such unlawful, unfair, and fraudulent
26 business practices.

27 200. Radiology Partners engaged in unlawful practices described
28 above, including, but not limited to:

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- a. Radiology Partners caused the At-Issue Medical Groups to fraudulently bill United for services performed by other medical groups using the At-Issue Medical Groups’ TINs.
- b. Purporting to act on the At-Issue Medical Groups’ behalf, Radiology Partners requested that United link other medical groups physicians to the At-Issue Medical Groups’ TINs so that the At-Issue Medical Groups could bill for services performed by other medical groups’ physicians on behalf of other medical groups’ patients.

200. Radiology Partners’ conduct has directly and proximately caused significant damages to United in the form of payments United made to the At-Issue Medical Groups, which were not due and would not otherwise have been made had United known of Radiology Partners’ and the At-Issue Medical Group’s concealed scheme.

201. By virtue of the foregoing, United is entitled to restitution of the amounts by which Radiology Partners 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 NINE

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

204. ERISA Section 502(a)(3) permits fiduciaries to enjoin any acts or

1 practices that violate any provisions of the ERISA Plans, and to obtain other
2 appropriate relief to redress such violations or enforce provisions of the
3 ERISA Plans.

4 205. Radiology Partners has engaged in the above-described scheme
5 to defraud United into paying sums in excess of what was owed under the
6 relevant ERISA plans by systematically and fraudulently submitting claims
7 for services performed by medical groups other than the At-Issue Medical
8 Groups for patients of medical groups other than the At-Issue Medical
9 Groups.

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

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

25 207. United seeks equitable relief in the form of restitution, equitable
26 liens, and a constructive trust on the amounts overpaid as a result of
27 Radiology Partners' conduct and scheme.
28

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

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

12 210. The funds paid by United as a result of Radiology Partners’
13 conduct and scheme, should, in equity and good conscience, be returned to
14 United.

15 211. United also seeks recovery of reasonable and necessary
16 attorney’s fees and costs pursuant to ERISA Section 502(g)(1).

17 **TOLLING**

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

25 213. Moreover, even if one or more limitations periods could apply,
26 those limitations periods were tolled during the period before United
27 uncovered Radiology Partner’s systematic scheme. Radiology Partners
28 concealed the central components of its scheme making it difficult to

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1 discover. Indeed, the very structure of Radiology Partner’s control over the
2 At-Issue Medical Groups is designed to be obscure. Radiology Partners’
3 employees and agents also actively misrepresented Radiology Partners’
4 affiliation with the At-Issue Medical Groups to United, making it difficult
5 or impossible for United to ascertain.

6 214. Radiology Partners also knowingly made representations to
7 United when requesting that other medical groups’ physicians be linked to
8 the At-Issue Medical Groups’ TINS and on claims that Radiology Partners
9 submitted or caused the At-Issue Medical Groups to submit to United.
10 United justifiably relied on those representations and only recently learned
11 that these representations were premised on materially false and/or
12 misleading representations and omissions.

13 **PRAYER FOR RELIEF**

14 WHEREFORE, United respectfully requests a judgment in its
15 favor granting the following relief:

- 16 a. An award of compensatory damages as requested herein;
- 17 b. Equitable relief as requested herein;
- 18 c. Declaratory relief as requested herein;
- 19 d. Injunctive relief as requested herein;
- 20 e. Treble damages as permitted under RICO and any other applicable
21 state statutes;
- 22 f. Costs;
- 23 g. Reasonable attorney fees;
- 24 h. Prejudgment and post-judgment interest; and
- 25 i. An award of any other relief in law or equity that the Court deems
26 just and proper.

27
28 *[signature page to follow]*

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DATED: August 2, 2023

ROBINS KAPLAN LLP

By: /s/ Jamie R. Kurtz

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DEMAND FOR JURY TRIAL

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

DATED: August 2, 2023 **ROBINS KAPLAN LLP**

By: /s/ Jamie R. Kurtz

Attorney for United Healthcare Services, Inc.

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