

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA**

UNITED HEALTHCARE SERVICES,
INC.; UNITEDHEALTHCARE
INSURANCE COMPANY; AND UMR,
INC.,

Plaintiffs,

v.

HOSPITAL PHYSICIAN SERVICES
SOUTHEAST, P.C.; INPHYNET
PRIMARY CARE PHYSICIANS
SOUTHEAST, P.C.; AND REDMOND
ANESTHESIA & PAIN TREATMENT,
P.C.,

Defendants.

Civil Action No. 1:23-cv-05221-JPB

**PLAINTIFFS' CONDITIONAL MOTION FOR JURISDICTIONAL
DISCOVERY**

PLEASE TAKE NOTICE that Plaintiffs (collectively, "United") respectfully file this conditional motion for jurisdictional discovery for the reasons (and on the conditions) stated in the supporting memorandum.

Respectfully submitted,

Dated: March 27, 2024

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Civil Action No. 1:23-cv-05221-JPB

**PLAINTIFFS' MEMORANDUM IN SUPPORT OF CONDITIONAL
MOTION FOR JURISDICTIONAL DISCOVERY**

INTRODUCTION

In opposing Defendants’ motion to dismiss this declaratory judgment action for lack of subject matter jurisdiction, Plaintiffs (collectively, “United”) have argued that: (1) Defendants’ motion can be resolved (and denied) based on United’s undisputed allegations alone, without the need for discovery or resolution of disputed facts; but (2) if the motion does turn on disputed jurisdictional facts, United is entitled to discovery before the Court decides those questions. This Court’s recent scheduling order provides, however, that “[a] request for jurisdictional discovery should be made via a separate motion.” Dkt. 35 at 1 n.1. United’s position remains that such discovery is unnecessary because the Court can and should determine that it has subject matter jurisdiction over this action based on United’s unchallenged factual allegations. United nevertheless files the instant motion to perfect its conditional request for an opportunity to take targeted jurisdictional discovery in the event the Court determines that one or more facts material to determining subject matter jurisdiction is substantially in dispute.

Defendants’ primary argument in their motion to dismiss United’s Amended Complaint for lack of subject matter jurisdiction is that there is no actual controversy between the parties. The crux of that argument is Defendants’ assertion that they “presently” have no plans to initiate in Georgia the type of litigation against United that they have consistently threatened and their affiliates have brought in other states.

Decl. of Kent Bristow in Supp. of Mot. to Dismiss (“Bristow Decl.”) (Dkt. 29-1, ¶ 8. Although Defendants frame this argument as a “factual” challenge to jurisdiction, (Dkt. 29 at 11 n.9), they do not attempt to dispute United’s factual allegations about Defendants’ statements or their affiliates’ other lawsuits. Instead, they primarily dispute the implications of those uncontradicted facts for their intentions in Georgia.

Established Eleventh Circuit precedent requires the Court to credit United’s uncontradicted allegations when determining jurisdiction. And those allegations, taken as true, are more than sufficient to establish a case or controversy between the parties. The Court therefore already has everything it needs to deny Defendants’ motion. But if this Court were to disagree, Eleventh Circuit precedent is equally clear that the proper course would be to deny the motion to dismiss without prejudice so that United may conduct targeted discovery of any such disputed jurisdictional facts. In other words, the Court need not affirmatively order discovery—it need only dispose of the motion to dismiss. But because the Court has now instructed that a separate motion for jurisdictional discovery is also required, United is bringing that motion here so that jurisdiction can be assessed on a complete record, if necessary.

United therefore conditionally moves the Court for an opportunity to take such limited jurisdictional discovery in connection with Defendants’ pending dismissal motion. United requests the Court’s attention to this motion only if the Court first

determines that the uncontradicted allegations in its complaint, taken as true, are insufficient to establish a case and controversy at the motion to dismiss stage.

ARGUMENT

The parties do not need to engage in discovery because the Court can resolve the motion to dismiss based on United's ample uncontested allegations that a live case or controversy is present. If, however, the Court concludes that discovery is required, it should permit United to take targeted jurisdictional discovery.

I. THE COURT CAN DENY THE PENDING MOTION TO DISMISS BASED ON UNITED'S UNCHALLENGED ALLEGATIONS ALONE

The undisputed allegations in the Amended Complaint alone confirm that there is an actual case or controversy here. *See* Response in Opposition to Motion to Dismiss ("United's Dismissal Response") (Dkt. 30) at 7–12. The only evidence Defendants have submitted—the Declaration of Kent Bristow ("Bristow Declaration")—does not counter any of the allegations in the Amended Complaint that establish the existence of a live dispute. The Bristow Declaration does not even purport to negate United's well-pleaded allegations that Defendants have consistently billed United for out-of-network services at their full billed charges, that United has consistently reimbursed Defendants according to the Plan terms, and that TeamHealth, Defendants' common parent company (with full control over Defendants' actions), has declared those reimbursements insufficient. Am. Compl. (Dkt. 27) ¶¶ 48, 52–53, 56–57. Nor does the Bristow Declaration purport to negate

that TeamHealth has repeatedly threatened litigation over these demands and that TeamHealth's CEO has previously promised to file a lawsuit against United in precisely the circumstances present in Georgia: following termination of a network contract with a TeamHealth subsidiary. *Id.* ¶¶ 57–61. Finally, the Bristow Declaration does not dispute United's allegations that TeamHealth has made good on these threats in numerous other jurisdictions, including in four of the five other jurisdictions that were covered by the October 15, 2019 letter that terminated the network agreement between United and Defendants. *Id.* ¶¶ 9–10, 54–56, 59.

Instead, the self-serving Bristow Declaration merely disputes whether Defendants "presently" have an intent to commence litigation in Georgia. Bristow Decl. ¶ 8. That assertion is dubious at best in light of Bristow's refusal just last month to withdraw TeamHealth's threats of litigation. But even if it were true that Defendants do not have an intent to immediately commence litigation, the Bristow Declaration does nothing at all to negate any of the detailed factual allegations in the Amended Complaint establishing a live dispute. *See* Exs. A & B to Decl. of G. Jacob in Supp. of United's Dismissal Response (Dkts. 31-1 & 31-2); United's Dismissal Response at 12-15.

As United has explained in opposing Defendants' Motion to Dismiss, uncontroverted allegations are accepted as true when resolving factual attacks to jurisdiction. United's Dismissal Response at 7. It follows that the Court has the

power to find subject matter jurisdiction “on any of three separate bases: (1) the complaint alone; (2) the complaint supplemented by undisputed facts evidenced in the record; or (3) the complaint supplemented by undisputed facts plus the court’s resolution of disputed facts.” *McElmurray v. Consol. Gov’t of Augusta-Richmond Cty.*, 501 F.3d 1244, 1251 (11th Cir. 2007) (quoting *Williamson v. Tucker*, 645 F.2d 404, 413 (5th Cir. 1981)); *see also Gardner v. Mutz*, 962 F.3d 1329, 1340 (11th Cir. 2020); *Lawrence v. Dunbar*, 919 F.2d 1525, 1529 (11th Cir. 1990)). And it is established law in this Circuit that when a defendant offers one or more affidavits in support of a jurisdictional challenge, the court determining jurisdiction must nevertheless “accept[] as true all unchallenged facts in the plaintiff’s complaint,” and “construe all reasonable inferences in support of plaintiff.” *Trump v. Clinton*, 626 F. Supp. 3d 1264, 1291 (S.D. Fla. 2022) (quoting *AcryliCon USA, LLC v. Silikal GmbH*, 985 F.3d 1350, 1364 (11th Cir. 2021) (internal citation omitted)), *appeal docketed*, No. 22-13410 (11th Cir. Oct. 11, 2022).

Here, the undisputed allegations in the Amended Complaint establish that there is a live dispute, and Mr. Bristow’s declaration that he has no plans for an immediate lawsuit does not even purport to negate those allegations. In light of TeamHealth’s unretracted threats, ongoing billing demands, and history of using litigation to attempt to bludgeon United and other claims administrators into adjudicating claims in accordance with their preferred payment standards that are

external to the health benefit plans, United is under ongoing threat that every payment it makes in accordance with the terms of the health benefit plans further increases its potential state law liability to Defendants, if those claims are not preempted by ERISA. The Court should accordingly enter an order finding that it has subject-matter jurisdiction based on the undisputed allegations in the Amended Complaint alone, and without the necessity of jurisdictional discovery. *See* United’s Dismissal Response at 7–12.

II. THE COURT SHOULD NEVERTHELESS ALLOW DISCOVERY IF IT CONCLUDES THAT ANY MATERIAL JURISDICTIONAL FACTS ARE DISPUTED

If the Court nevertheless concludes that any material jurisdictional facts have been placed in dispute by Defendants, the Court should deny the Motion to Dismiss without prejudice and allow United to conduct jurisdictional discovery. Eleventh Circuit precedent dictates that United “must be given an opportunity to develop facts sufficient to support a determination on the issue of jurisdiction.” *Eaton v. Dorchester Dev., Inc.*, 692 F.2d 727, 731 (11th Cir. 1982).¹ As the Court of Appeals has explained, “while the district court has discretion to determine the scope of

¹ *See also Majd-Pour v. Georgiana Cmty. Hosp., Inc.*, 724 F.2d 901, 903 (11th Cir. 1984) (“Although the plaintiff bears the burden of proving the court’s jurisdiction, the plaintiff should be given the opportunity to discover facts that would support his allegations of jurisdiction.”); *Blanco v. Carigulf Lines*, 632 F.2d 656, 658 (5th Cir. 1980) (noting that “the rules entitle a plaintiff to elicit material facts regarding jurisdiction through discovery before a claim may be dismissed for lack of jurisdiction”); *Williamson*, 645 F.2d at 414 (same).

discovery, . . . dismissal without affording the plaintiff any opportunity to proceed with reasonable discovery [is] premature and an abuse of the court’s discretion.” *Majd-Pour*, 724 F.2d at 903; *In re CP Ships Ltd Sec. Litig.*, 578 F.3d 1306, 1312 (11th Cir. 2009) (“In a factual challenge, the district court must give the plaintiff an opportunity for discovery and for a hearing that is appropriate to the nature of the motion to dismiss.” (quoting *Williamson*, 645 F.2d at 415)), *overruled in part on other grounds by Morrison v. Nat’l Austl. Bank Ltd.*, 561 U.S. 247 (2010); *Colonial Pipeline Co. v. Collins*, 921 F.2d 1237, 1243 (11th Cir. 1991) (same); *Peach.com, LLC v. Peachly, LLC*, 2021 WL 7542983, at *2 (S.D. Fla. June 16, 2021) (a district court’s “discretion is limited ‘to the form that the discovery will take,’ as opposed to whether there will be jurisdictional discovery.” (quoting *Eaton*, 692 F.2d at 730)).²

United’s entitlement to discovery in the face of Defendants’ jurisdictional challenge is even stronger here because the existence of an actual controversy is an

² Courts outside the Eleventh Circuit are in accord on this point. *See, e.g., Lakin v. Prudential Sec., Inc.*, 348 F.3d 704, 713 (8th Cir. 2003) (district court abused its discretion to deny jurisdictional discovery); *Wells Fargo & Co. v. Wells Fargo Express Co.*, 556 F.2d 406, 430 n.24 (9th Cir. 1977) (discovery should be granted where jurisdictional facts are controverted); *Barnes v. State Farm Mut. Auto. Ins. Co.*, 2004 WL 870696, at *1 (E.D. Pa. Apr. 7, 2004) (jurisdictional discovery permitted where uncertainty exists over amount in controversy); *GTE New Media Servs., Inc. v. BellSouth Corp.*, 199 F.3d 1343, 1351-52 (D.C. Cir. 2000) (party entitled to discovery to supplement jurisdictional allegations).

element of United’s cause of action³ under the Declaratory Judgment Act. *See Eaton*, 692 F.2d at 733 (“The argument against premature dismissal on 12(b)(1) grounds *is particularly strong* when the basis of jurisdiction is also an element of plaintiffs’ cause of action on the merits.” (emphasis added)).

United has not previously filed a formal motion for jurisdictional discovery because it believes that the Court can readily find jurisdiction based on the papers—and that, if the Court concludes it cannot, then the Court may properly deny the motion to dismiss without prejudice to allow the necessary discovery. *Majd-Pour*, 724 F.2d at 903; *Eaton*, 692 F.2d at 734; *Blanco*, 632 F.2d at 658. United files this conditional motion now, however, in view of the Court’s preference—expressed in its recent Scheduling Order—for a separate motion for discovery into jurisdictional facts.⁴ Dkt. 35 at 1 n.1. United’s conditional request is plainly timely. United first

³ *See* 28 U.S.C. § 2201(a); *Malowney v. Fed. Collection Deposit Grp.*, 193 F.3d 1342, 1347 (11th Cir. 1999) (explaining declaratory judgment cause of action required “actual controversy” allegation, such as reasonable expectation of future injury); *A&M Gerber Chiropractic LLC v. GEICO Gen. Ins. Co.*, 925 F.3d 1205, 1210-11 (11th Cir. 2019).

⁴ It would be burdensome to the parties and to the Court to initiate an unnecessary discovery process into facts that are far afield from the narrow legal issue presented by this action. Should the Court agree with Defendants that Kent Bristow’s declaration about his present intent alone raises a material factual dispute over subject matter jurisdiction, the Court’s views concerning the scope of that dispute will significantly help to narrow and target any resulting discovery and avoid burdening the court with motion practice regarding the appropriate scope of discovery. This sequence of events—a court determination that there is a disputed factual issue as to jurisdiction, and subsequent limited discovery focused on that

requested jurisdictional discovery in its opposition to Defendants’ motion to dismiss (Dkt. 30 at n.2) and then reiterated that request in the preliminary joint report and discovery plan (Dkt. 34)—and this motion comes less than two months after the filing of the Amended Complaint, and just on the heels of the Scheduling Order. *See Seiz*, 2013 WL 12290850, at *4 (holding that the “plaintiffs filed the instant motion . . . less than two months after filing their Complaint,” which “supports Plaintiffs’ Motion for Jurisdictional Discovery”).

United’s conditional discovery requests are also narrowly tailored to documents that are specifically relevant to jurisdiction. *See id.* at *6 (granting plaintiffs’ motion for jurisdictional discovery because “[p]laintiffs specified, in detail, the matters on which they wished to gather discovery.”). In particular, United conditionally seeks leave to pursue only the following limited requests:

- (i) Five narrowly tailored requests for production (attached to this motion as Exhibit A); and
- (ii) Deposition notices for three TeamHealth officials who have previously communicated litigation threats: Kent Bristow, Leif Murphy, and Robert Galvin, as well as a request to examine a 30(b)(6) corporate representative.

factual issue—regularly appears in the judicial annals. *See e.g., Peach.com, LLC*, 2021 WL 7542983, at *3 (holding that “given the contradictory nature of Mr. Eravci’s declaration and Peachly’s website content, there is a genuine and timely dispute” and ordering jurisdictional discovery); *Seiz v. Quirk*, 2013 WL 12290850, at *5 (N.D. Ga. Jan. 3, 2013) (determining that because there was a legitimate factual dispute between the parties bearing on jurisdiction, plaintiff should be permitted to take jurisdictional discovery); *see also Eaton*, 692 F.2d at 731 (reversing dismissal for lack of subject matter jurisdiction where district court did not allow jurisdictional discovery beforehand).

Because the jurisdictional discovery United conditionally seeks leave to pursue is reasonably focused on this Court's subject matter jurisdiction, United should be afforded the opportunity to complete the requested discovery if the Court concludes that any material facts necessary to determining subject-matter jurisdiction are in dispute.

CONCLUSION

For the reasons set forth above, this Court can and should deny Defendants' Motion to Dismiss the Amended Complaint with prejudice based on the allegations in the Amended Complaint that Defendants have chosen not to factually dispute. To the extent the Court provisionally concludes that there are material jurisdictional facts in dispute, however, the Court should deny the Motion to Dismiss without prejudice so that United may take limited jurisdictional discovery as specified.

Respectfully submitted,

Dated: March 27, 2024

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CERTIFICATE OF SERVICE AND TYPE-SIZE COMPLIANCE

Pursuant to LR 5.1C, N.D. Ga., the foregoing pleading is prepared in Times New Roman font, 14 point, and I hereby certify that I have this day caused a true and correct copy of the foregoing to be filed with the Clerk of Court using the CM/ECF system, which will send a notification of such filing to all counsel of record.

This 27th day of March, 2024.

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Exhibit A

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA**

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UNITEDHEALTHCARE INSURANCE
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v.

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SOUTHEAST, P.C.; INPHYNET PRIMARY
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REDMOND ANESTHESIA & PAIN
TREATMENT, P.C.,

Defendants.

Civil Action No. 1:23-cv-05221-JPB

PLAINTIFFS' FIRST SET OF REQUESTS FOR THE PRODUCTION OF DOCUMENTS

Plaintiffs United HealthCare Services, Inc., UMR, Inc., UnitedHealthcare Insurance Company, and UMR, Inc. (together, "Plaintiffs") hereby request that Defendants Hospital Physician Services Southeast, P.C., InPhyNet Primary Care Physicians SouthEast, P.C.; and Redmond Anesthesia & Pain Treatment, P.C. (collectively, "TeamHealth Defendants," "You," or "Your") produce the documents, information, and things requested below at the offices of O'Melveny & Meyers LLP, 7 Times Square, New York, New York, 10036 within 30 days of receipt of these requests in accordance with Rule 34 of the Federal Rules of Civil Procedure. In responding to this first set of requests ("Requests"), please adhere to the definitions and instructions provided herein.

INSTRUCTIONS

1. Please produce all Documents known or available to You after making a diligent search of Your records that are within Your possession, custody, or control, or in the possession, custody, or control of Your affiliates, counsel, agents, or representatives, or which can be obtained through reasonably diligent efforts.

2. Please construe (i) each Request for production independently; do not construe any Request so as to limit the scope of any other Request; (ii) references to the singular to include the plural and vice versa; (iii) references to one gender to include the other gender; (iv) references to the past to include the present and vice versa; (v) disjunctive terms to include the conjunctive and vice versa; (vi) the words “and” and “or” are conjunctive and disjunctive as necessary to bring within the scope of the Request all responsive documents that might otherwise be construed to be outside of its scope; (vii) the word “all” refers to all and each, and (viii) the word “each” refers to all and each.

3. If You object to a Request, state Your objection with specificity and state whether any responsive materials are being withheld on the basis of that objection.

4. If, in responding to these Requests, You claim any ambiguity in interpreting either a Request or a definition or instruction applicable thereto, You cannot use such a claim as a basis for failing to respond; instead, You must set forth as part of Your response to the Request the language deemed to be ambiguous and the interpretation chosen to be used in responding to the Request.

5. If, in responding to these Requests, You assert a privilege to any particular Request, provide a privilege log, which identifies the nature of the claimed privilege and, at a

minimum, includes enough information so that the propounding party and the Court can make an informed decision whether the matter is indeed privileged.

6. Each Request is continuing in nature. If, after responding to these Requests, You obtain or become aware of further Documents responsive to these Requests, promptly produce those Documents and things in accordance with the definitions and instructions herein.

7. The time frame at issue for each Request, unless otherwise specified in a Request, is January 1, 2019 to the present (“Relevant Time Period”).

DEFINITIONS

Notwithstanding any definition below, each word, term, or phrase used herein is intended to have the broadest meaning permitted under the Federal Rules of Civil Procedure.

1. “Beneficiaries” means Persons enrolled in a Plan and entitled to benefits, including but not limited to members, subscribers, Participants, and beneficiaries of a Plan.

2. “Claims” means any and all claims for any and all Covered Services that the TeamHealth Defendants contend Plaintiffs failed to correctly adjudicate the allowed amount and/or that the TeamHealth Defendants claim Plaintiffs underpaid.

3. “Communication” means the transmittal of information (in the form of facts, ideas, inquiries, or otherwise). “Communications” specifically excludes Center for Medicare & Medicaid Services, Form-1500s (“CMS 1500”) or the electronic equivalent.

4. “Concerning” means relating to, referring to, describing, evidencing, or constituting.

5. “Covered Services” means a healthcare treatment or service that is covered by the terms of the patient’s Plan.

6. “Document” means the original or any copy thereof and any non-identical copy, whether different from the original because of notations made on or attached to such copy, or otherwise, of any written (including handwritten, printed, mimeographed, lithographed, duplicated, typed, or graphic, photographic, or electronic) matter of any kind or nature, and shall include, without limiting the generality of the foregoing, all writings, drawings, graphics, charts, photographs, mechanical or electronic sound recordings or transcripts thereof, images, data or data compilations, letters, telegrams, correspondence, contracts, agreements, notes, reports, memoranda, memoranda of telephone or personal conversations or of meetings, conferences, minutes, board of directors’ minutes, studies, reports, analyses, interoffice communications, books of account, ledgers, work sheets, vouchers, receipts, canceled checks, money orders, invoices, purchase orders, and bills of any nature whatsoever, stored in any medium.

7. “Health Care Payer” means any entity responsible for reimbursing claims for health care services provided to Participants in Plans, including without limitation the union or employer sponsors of Plans that are self-insured and insurance companies providing insurance coverage to Plans that provide benefits through insurance policies.

8. “Participants” means individual patients who are entitled to receive benefits or coverage from the Plans, including subscribers, members, and beneficiaries of the Plans.

9. “Person” means any natural person or any legal entity, including, without limitation, any business or governmental entity or association.

10. “Plan” refers to a health benefit plan or health insurance plan that provides health benefits, including payment or reimbursement for healthcare and medical care provided to Participants.

11. “Internal Communications” means Communications between or amongst the TeamHealth Entities or the TeamHealth Defendants.
12. “Investors” means persons or entities that invest money in exchange for an ownership or other financial interest.
13. “Legal Proceedings” means a lawsuit, legal action, or judicial proceedings in state or federal court.
14. “Network Agreement” means a contract or agreement between healthcare providers and United that governs the reimbursement of medical services provided to Participants in the Plans.
15. “Out-of-Network Basis” means services provided by Healthcare providers that have not entered into a Network Agreement with United.
16. “Regulator” means a Person or entity that supervises the healthcare, insurance, and/or medical billing markets and/or industries.
17. “Defendants,” “TeamHealth Defendants,” “You,” and “Your” means Defendants Hospital Physician Services Southeast, P.C., InPhyNet Primary Care Physicians SouthEast, P.C.; and Redmond Anesthesia & Pain Treatment, P.C. and their past or present officers, directors, employees, corporate parents, subsidiaries, successors, predecessors, affiliates, agents, subcontractors and any other Persons or entities who obtained or maintained information on its or their behalf.
18. The “Team Health Entities” or “TeamHealth” means “TeamHealth Holdings, Inc.” including any of its agents, contractors, subcontractors, employees, assigns, delegates, subordinates, affiliates and any corporation, partnership, private equity firm, or other legal entity

directly or indirectly owned or controlled by, or which directly or indirectly owns or controls TeamHealth Holdings, Inc.

19. “United” means United Healthcare Services, Inc., United Healthcare Insurance Co., and UMR, Inc.

REQUESTS FOR PRODUCTION

1. Communications with Health Care Payers with Beneficiaries in Georgia requesting payment of Defendants’ full billed charges (or other amounts in excess of the amounts paid by such Health Care Payers) for services provided to Plan Participants on an Out-of-Network Basis, including any Communications mentioning the possibility of Legal Proceedings in connection with the payment requests.

2. Internal Communications relating to the commencement of Legal Proceedings to recover from Health Care Payers with Beneficiaries in Georgia Defendants’ full billed charges, or other amounts in excess of amounts paid by such Health Care Payers, for Covered Services provided to Plan Participants on an Out-of-Network Basis.

3. Internal Communications relating to Defendants’ efforts (other than through the commencement of Legal Proceedings) to recover from Health Care Payers with Beneficiaries in Georgia Defendants’ full billed charges, or other amounts in excess of amounts paid by such Health Care Payers, for Covered Services provided to Plan Participants on an Out-of-Network Basis .

4. Communications with Regulators relating to amounts paid by Health Care Payers with Beneficiaries in Georgia for services provided to Plan Participants on an Out-of-Network basis.

5. Communications to Investors holding ownership or other financial interests in the TeamHealth Defendants concerning Defendants' efforts to recover from Health Care Payers with Beneficiaries in Georgia Defendants' full billed charges, or other amounts in excess of amounts paid by such Health Care Payers, for Covered Services provided to Plan Participants on an Out-of-Network Basis, including without limitation Communications concerning the commencement of Legal Proceedings and Communications concerning actual or expected recoveries against full billed charges.

Respectfully submitted,

Dated: [Month] [Day], 2024

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CERTIFICATE OF SERVICE

I hereby certify that I have this day caused a true and correct copy of the foregoing to be served via e-mail to all counsel of record.

This ___ day of _____, 2024.

[intentionally unsigned]

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