

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION**

AETNA HEALTH INC., et al.,

Plaintiffs,

v.

RADIOLOGY PARTNERS, INC., et
al.,

Defendants.

CASE NO.: 3:24-CV-01343-BJD-LLL

**DECLARATION OF MALEA REISING IN SUPPORT OF DEFENDANTS’
MOTION TO COMPEL ARBITRATION AND MOTION TO STAY**

I, Malea Reising, hereby declare as follows:

1. I am a Vice President of Strategic Communications, Health Policy & Advocacy at Radiology Partners, Inc. (“RP”). I am over 18 years of age and competent to make this Declaration. Unless otherwise stated, the following facts are within my personal knowledge.

2. I submit this Declaration in support of Defendants’ Motion to Compel Arbitration and Motion to Stay (the “Motion”).

3. The documents referenced in my Declaration are business records kept in the ordinary course of business for RP, including as part of the duties of RP and its subsidiary, Radiology Partners Management, LLC (“RP Management”), as an

agent providing certain management services for Mori, Bean, and Brooks, P.A. (“MBB”). My responsibilities provide me with access to such business records.

The Terminated MBB-Aetna Contract Contains An Arbitration Provision

4. Attached hereto as **Exhibit A** is a true and correct copy of excerpted pages from the Physician Group Agreement (the “Contract”) between MBB and Aetna U.S. Healthcare, Inc., on behalf of itself and its Affiliates, which Section 12.1 of the Contract defines as “any corporation, partnership or other legal entity (including any plan) directly or indirectly owned or controlled by, or which owns or controls, or which is under common ownership or control with” Aetna U.S. Healthcare, Inc.

5. The attached excerpts include:

a. Section 10.2.2, titled “**Arbitration,**” which requires that “**Any controversy or claim** arising out of or relating to this Agreement or the breach, termination, or validity thereof except for temporary, preliminary, or permanent injunctive relief or any other form of equitable relief, shall be settled by **binding arbitration** administered by the American Arbitration Association (“AAA”) and conducted by a sole arbitrator in accordance with the AAA’s Commercial Arbitration Rules (“Rules”).”

b. Section 12.1, which defines “**Affiliate**” as “with respect to Company, means any corporation, partnership or other legal entity (including any

Plan) directly or indirectly owned or controlled by, or which owns or controls, or which is under common ownership or control with Company.”

- c. The cover page and signature page of the base Contract.

RP Is An Agent of MBB

6. MBB has appointed RP Management as MBB’s “sole and exclusive **agent** for the management of the day-to-day business affairs” (emphasis added) of MBB in a written Management Services Agreement.

7. RP Management’s Limited Liability Company Agreement sets forth that RP is RP Management’s sole member and agent. In relevant part, that agreement provides:

- a. “Management, operation and policy of the Company [RP Management] **shall be vested exclusively in the Member** [RP]... [and that t]he Member [RP], acting through its duly authorized **agents**, is authorized and empowered on behalf and in the name of Company to perform all acts and engage in all activities and transactions... on behalf of the Company [RP Management].” (Emphasis added)

- b. “The Member [RP] is an **agent** of the Company [i.e., RP Management] and the actions of such Member [RP] in such capacity shall be binding on the Company [RP Management] ...” (Emphasis added)

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 25th day of February, 2025.

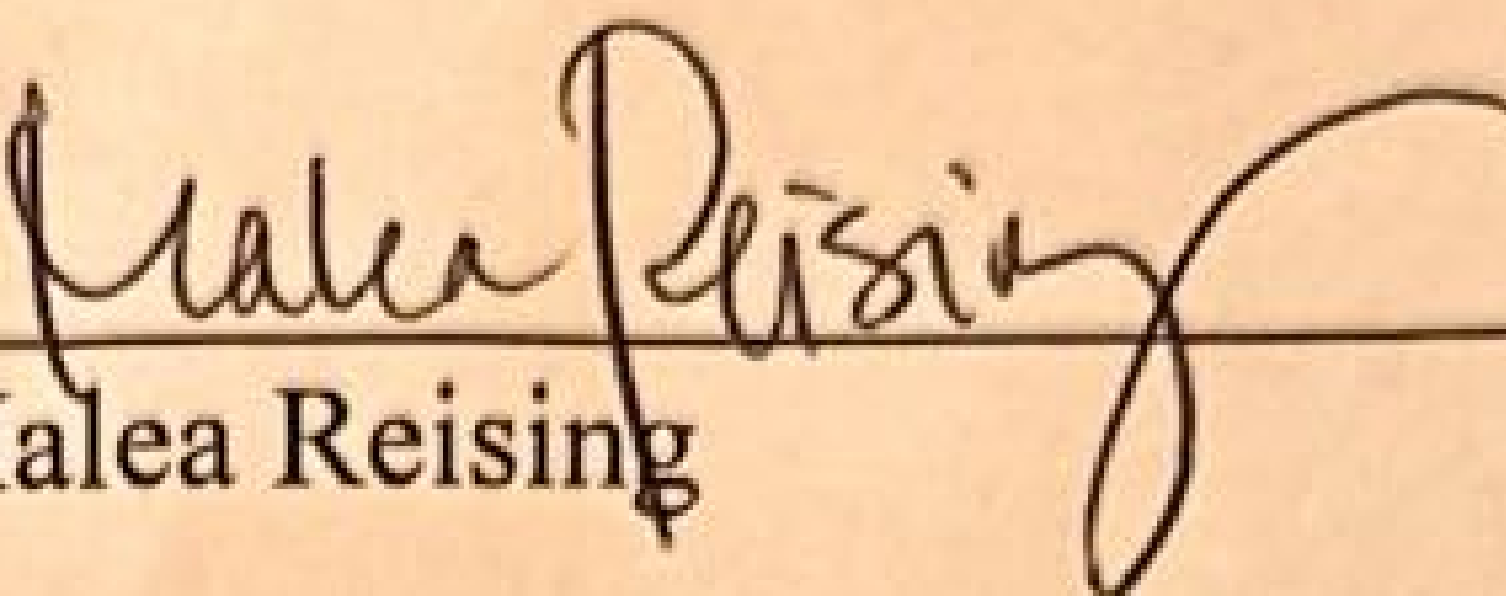

Malea Reising

Exhibit A

ORIGINAL

PHYSICIAN GROUP AGREEMENT

Dear Physician Group:

Welcome to the Aetna U.S. Healthcare provider network! We are delighted that your physician group ("You" or "Group") has decided to join our provider network.

We mutually desire to enter into an agreement under which the licensed physicians in your Group ("Participating Group Providers") will furnish Covered Services to Members to achieve our shared objective of providing our Members and Participating Group Providers' patients with access to quality health care services. Group and Participating Group Providers agree to abide by the quality improvement, utilization management and other applicable rules, policies and procedures of the health maintenance organization ("HMO"), preferred provider organization ("PPO"), and other health benefit plans or products issued, administered or serviced by Company (collectively, "Policies"). This Agreement (consisting collectively of this Letter and the attached Agreement, schedules and exhibits) constitutes the complete and sole contract between us regarding the subject matter of the Agreement and supersedes any and all prior or contemporaneous oral or written communications not expressly included in the Agreement.

Nothing in this Agreement or the Policies should be construed to prohibit, limit or restrict Participating Group Providers from advocating on behalf of their patients or providing information, letters of support to, or assistance consistent with the health care needs of their patients and their professional responsibility, conscience, medical knowledge, license and applicable law. In fact, we encourage Participating Group Providers to discuss with their patients all pertinent details regarding their condition and all care alternatives, including potential risks and benefits, even if a care option is not covered. We also encourage them to discuss the compensation arrangements hereunder with their patients. Nothing in this Agreement or the Policies should be construed to create any right of Company or any Payor to intervene in the manner, methods or means by which Participating Group Providers render health care services to their patients.

Subject to any necessary regulatory approvals, the effective date of this Agreement is Nov. 9, 2001 ("Effective Date"). In consideration of the mutual covenants and promises stated herein and other good and valuable consideration, and intending to be legally bound hereby, Aetna U.S. Healthcare, Inc., on behalf of itself and its Affiliates (collectively, "We" or "Company"), and Mori, Bean & Brooks, PA enter into this Agreement.

Sincerely,

Company

By: _____



(Signature)

Printed Name:

Title:

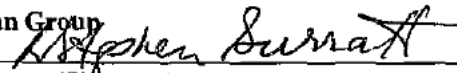
Date: _____

Mark P. Nelson
SE Health Delivery Ops. Head

OCT 09 2001

Physician Group

By: _____



(Signature)

Printed Name: R. Stephen Surratt, MD

Title: President

Date: July 24, 2001

Address: 3599 University Blvd. S. Bldg. 300

City: Jacksonville

State: Florida Zip: 32216

Federal Tax I.D. #: 59-1226176

PHYSICIAN GROUP AGREEMENT

This Agreement is entered by and between Company and the Group whose duly authorized representative has signed the Physician Group Letter attached hereto.

1.0 SERVICES

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

10.0 COMPANY OBLIGATIONS AND DISPUTE RESOLUTIONS

[REDACTED]

10.2 Dispute Resolution/Arbitration

10.2.1. Dispute Resolution. Company shall provide an internal mechanism whereby Group or Participating Group Providers may raise issues, concerns, controversies or claims regarding the obligations of the parties under this Agreement. Specifically, Group or Participating Group Providers may request in writing a review by the appropriate local market medical director. The written request must specify the nature of the issue. If the local market medical director fails to respond to Group or Participating Group Provider within ninety (90) days or refuses to grant the requested relief, Group or Participating Group Provider may proceed as if the request has been denied. Group or Participating Group Providers shall utilize this internal mechanism prior to submitting a complaint to any regulatory agency or instituting any arbitration or other permitted legal proceeding. Discussions and negotiations held specifically pursuant to this Section 10.2.1 shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

10.2.2. Arbitration. Any controversy or claim arising out of or relating to this Agreement or the breach, termination, or validity thereof, except for temporary, preliminary, or permanent injunctive relief or any other form of equitable relief, shall be settled by binding arbitration administered by the American Arbitration Association ("AAA") and conducted by a sole arbitrator in accordance with the AAA's Commercial Arbitration Rules ("Rules"). The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, to the exclusion of state laws inconsistent therewith or that would produce a different result, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. Except as may be required by law or to the extent necessary in connection with a judicial challenge, or enforcement of an award, neither a party nor the arbitrator may disclose the existence, content, record or results of an arbitration. Fourteen (14) calendar days before the hearing, the parties will exchange and provide to the arbitrator (a) a list of witnesses they intend to call (including any experts) with a short description of the anticipated direct testimony of each witness and an estimate of the length thereof, and (b) premarked copies of all exhibits they intend to use at the hearing. Depositions for discovery purposes shall not be permitted. The arbitrator may award only monetary relief and is not empowered to award damages other than compensatory damages.

11.0 MISCELLANEOUS

█ [REDACTED]

11.2 Governing Law. This Agreement shall be governed in all respects by the laws of the State of Florida, without regard to conflict of laws principles.

█ [REDACTED]

11.4 Survival. The provisions of Sections 3.5, 4.6, 6.1, 6.2, 6.3, 7.5, 9.1, 9.3, 10.2 and 11.1 - .12 shall survive expiration or termination of this Agreement, regardless of the cause giving rise to termination.

11.5 Severability. Any determination that any provision of this Agreement or any application thereof is invalid, illegal or unenforceable in any respect in any instance shall not affect the validity, legality and enforceability of such provision in any other instance, or the validity, legality, or enforceability of any other provision of this Agreement.

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

11.9 Headings. The headings contained in this Agreement are included for purposes of convenience only, and shall not affect in any way the meaning or interpretation of any of the terms or provisions of this Agreement.

█ [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

11.12 Entire Agreement. This Agreement constitutes the complete and sole contract between the parties regarding the subject hereof and supersedes any and all prior or contemporaneous oral or written communications or proposals not expressly included herein.

12.0 DEFINITIONS

[REDACTED]

12.1 Affiliate. An Affiliate, with respect to Company, means any corporation, partnership or other legal entity (including any Plan) directly or indirectly owned or controlled by, or which owns or controls, or which is under common ownership or control with, Company.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]