

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re MultiPlan Health Insurance Provider Litigation

This Document Relates to:
HealthLGX, LLC,

Plaintiff,

v.

MULTIPLAN CORP. NKA CLARITEV CORPORATION; MULTIPLAN, INC.; VIAN, INC.; VIAN PAYMENT SYSTEMS, INC.; NATIONAL CARE NETWORK, LP; NATIONAL CARE NETWORK, LLC; MEDICAL AUDIT & REVIEW SOLUTIONS, INC.; AETNA, INC.; THE CIGNA GROUP; UNITEDHEALTH GROUP, INC.; UNITED MEDICAL RESOURCES INC; ELEVANCE HEALTH, INC. F/K/A/ ANTHEM, INC.; ANTHEM BLUE CROSS, INC. F/K/A EMPIRE BLUE CROSS.; et al.,

Defendants.

Civil Action No.: 1:24-cv-06795

MDL No. 3121

DIRECT FILED COMPLAINT
PURSUANT TO MDL CASE
MANAGEMENT ORDERS 6, 7
(AS AMENDED)

**DIRECT ACTION PLAINTIFF SHORT-FORM COMPLAINT
OF HEALTHLGX, LLC**

Plaintiff **HealthLGX, LLC** (“HealthLGX”) files this Short-Form Complaint and Demand for Jury Trial against the Defendants named below by and through the undersigned counsel. Plaintiff incorporates by reference the factual allegations, as well as the claims and relief checked below, sought in the Consolidated Master Direct Action Plaintiff Complaint (“Consolidated Master DAP Complaint”) as it relates to the named Defendants (checked below), filed in *In re Multiplan Health Insurance Provider Litigation*, MDL No. 3121, in the United States District Court for the Northern District of Illinois. Plaintiff files this Short-Form Complaint pursuant to Case Management Order No. 6, filed on the MDL Docket

(No. 1:24-cv-06795) at ECF 179, and Amended Case Management Order No. 7, filed on the MDL Docket (No. 1:24-cv-06795) at ECF 503.

IDENTIFICATION OF PARTIES

PLAINTIFF

1. Name of the Plaintiff alleging claims against Defendant(s):

HealthLGX, LLC asserting claims assigned by the entities named in Exhibit A.

2. For each Plaintiff that is a corporation, list the state of incorporation and state of principal place of business. For each Plaintiff that is an LLC or partnership, list the state citizenship of each of its members. For each Plaintiff that is a natural person, list the state of residency and citizenship at the time of the filing of this Short-Form Complaint [Indicate State[s]]:

HealthLGX, LLC

- State of Incorporation: Minnesota
- State of Citizenship: Florida

DEFENDANTS

3. Plaintiff names the following Defendants¹ in this action [*Check all that apply*]:

x	MultiPlan, Inc.
x	Aetna, Inc.
x	Blue Shield of California Life & Health Insurance Company
x	Blue Cross Blue Shield of Michigan Mutual Insurance Company
x	Aware Integrated, Inc. and BCBSM, Inc. d/b/a Blue Cross Blue Shield Of Minnesota
x	Cambia Health Solutions, Inc. f/k/a The Regence Group
x	Centene Corporation

¹ Each Defendant named in this Short-Form Complaint includes each of that entity's executives, employees, directors, and majority-owned subsidiaries. For example, UnitedHealth Group Inc. includes, among others, the following majority-owned subsidiaries: United Healthcare Insurance Company, and its affiliates; United Healthcare Services Inc.; United Healthcare Service LLC; Oxford Benefit Management, Inc.; UMR, Inc.; Sierra Health and Life Insurance Company, Inc.; Sierra Health-Care Options, Inc.; Health Plan of Nevada, Inc.; and United Healthcare of Florida, Inc.

x	The Cigna Group
x	Elevance Health, Inc. f/k/a Anthem, Inc.
x	Health Care Service Corporation
x	Highmark Health
x	Horizon Healthcare Services, Inc. d/b/a Horizon Blue Cross Blue Shield of New Jersey
x	Humana Inc.
x	Kaiser Foundation Health Plan, Inc.
x	Molina Healthcare, Inc.
x	UnitedHealth Group Inc.
x	Allied National, LLC
x	Benefit Plans Administrators of Eau Claire, LLC
x	Central States Southeast and Southwest Areas Health and Welfare Fund
x	Consociate, Inc. d/b/a Consociate Health
x	Healthcare Highways Health Plan (ASO), LLC
x	Secure Health Plans of Georgia, LLC D/B/A Secure Health
x	Sanford Health Plan
x	CareFirst Of Maryland
x	Blue Cross Blue Shield of Massachusetts

B. OTHER DEFENDANTS

For each “Other Defendant” Plaintiff contends are additional parties and are liable or responsible for Plaintiff’s damages alleged herein, Plaintiff must identify by name each Defendant and its citizenship, and Plaintiff must plead the specific facts supporting any claim against each “Other Defendant” in a manner complying with the requirements of the Federal Rules of Civil Procedure. In doing so, Plaintiff may attach additional pages to this Short-Form Complaint.

The following Defendants have already been named and answered the Consolidated Master DAP Complaint. Plaintiff names them here for completeness.

Name	Citizenship
Multiplan Corp. NKA Claritev Corporation	New York
Viant, Inc.	Illinois
Viant Payment Systems, Inc.	Illinois
National Care Network, LP	Texas

National Care Network, LLC	Texas
Medical Audit & Review Solutions, Inc.	Texas

Plaintiff expects discovery to reveal further information about the identity and role of additional Co-Conspirators in the MultiPlan Cartel. Plaintiff reserves the right to amend its Complaint or join additional Defendants.

DESIGNATED FORUM

4. For Direct Filed Cases: Identify the Federal District Court in which the Plaintiff would have filed in the absence of direct filing: **Northern District of Illinois.**
5. For Transferred Cases: Identify the Federal District Court in which the Plaintiff originally filed and the date of filing: **N/A**

JURISDICTION AND VENUE

6. Subject Matter Jurisdiction is based on:

	Diversity of Citizenship
X	Federal Question
X	Other (The basis of any additional grounds for jurisdiction must be pled in sufficient detail as required by the applicable Federal Rules of Civil Procedure): Supplemental Jurisdiction (28 U.S.C. § 1367). Plaintiff attaches Exhibit B in support of the propriety of venue in the Northern District of Illinois and the Court's jurisdiction over the instant claims.

FACTS AND INJURIES ASSERTED

7. Plaintiff adopts all paragraphs of the Consolidated Master DAP Complaint by reference, except for the allegations set forth in any cause of action that Plaintiff does not adopt (as indicated below).
8. Plaintiff adopts and alleges as injuries resulting from the challenged conduct the injuries to DAPs set forth in the Consolidated Master DAP Complaint.
9. Plaintiff attaches Exhibit C describing additional antitrust injuries suffered as a result of Defendants' conspiracy and Exhibit D describing facts and allegations supporting Plaintiff's unjust enrichment claims under Pennsylvania and New Jersey common law.

ADDITIONAL FACTS DEMONSTRATING STANDING TO BRING CAUSES OF ACTION

10. Plaintiff alleges the following additional facts in support of its standing to bring causes of action:

Plaintiff attaches Exhibit C in further support of its standing to bring the asserted causes of action.

CAUSES OF ACTION ASSERTED

11. Plaintiff adopts and asserts the following Causes of Action alleged in the Consolidated Master DAP Complaint, and the allegations with regard thereto, against the Defendants identified above (*check all that are adopted*).

Check all that apply	Count	Cause of Action	Law pursuant to which the cause of action is asserted in the Master Complaint
x	I	Horizontal Agreements in Restraint of Trade (Section 1 of the Sherman Act, 15 U.S.C. § 1)	Federal Law
x	II	Hub-And-Spoke Agreement in Restraint of Trade (Section 1 of the Sherman Act, 15 U.S.C. § 1)	Federal Law
x	III	Principal-Agent Combinations in Restraint of Trade (Section 1 of the Sherman Act, 15 U.S.C. § 1)	Federal Law
x	IV	Agreements to Unreasonably Restrain Trade (Section 1 of the Sherman Act, 15 U.S.C. § 1)	Federal Law
x	V	Anticompetitive Information Exchange (Section 1 of the Sherman Act, 15 U.S.C. § 1)	Federal Law
x	VI	Violation of State and D.C. Antitrust Statutes	State Law
x	VII	Violation of State Consumer Protection Laws	State Law
x	VIII	Unjust Enrichment	State Common Law

NOTE

If Plaintiff wants to allege additional Causes of Action other than those selected in the preceding paragraph, which are the Causes of Action set forth in the Master Complaint, the facts supporting those additional Causes of Action, must be pled in a manner complying with the requirements of the Federal Rules of Civil Procedure. In doing so, Plaintiff may attach additional pages to this Short-Form Complaint.

ADDITIONAL CAUSES OF ACTION

12. Plaintiff asserts the following additional Causes of Action and supporting allegations against the following Defendants:

Cause of Action	Asserted Against	Law pursuant to which the cause of action is asserted in the Master Complaint
Unjust Enrichment under Pennsylvania Common Law	All Defendants named in this Short-Form Complaint	Pennsylvania Common Law; see Exhibit D
Unjust Enrichment under New Jersey Common Law	All Defendants named in this Short-Form Complaint	New Jersey Common Law; see Exhibit D

PRAYER FOR RELIEF

13. Check all that apply:

x	WHEREFORE , Plaintiff prays for all available compensatory damages, treble damages, punitive damages in amounts to be proven at trial, and judgment against Defendants and all such further relief that this Court deems equitable and just as set forth in the Master Complaint, and any additional relief to which Plaintiff may be entitled, including disgorgement.
x	WHEREFORE , Plaintiff prays for declaratory and injunctive relief and judgment against Defendants and all such further relief that this Court deems equitable and just as set forth in the Master Complaint, and any additional relief to which Plaintiff may be entitled.

JURY DEMAND

x	Plaintiff hereby demands a trial by jury as to all claims in this action.
	Plaintiff does not demand a trial by jury as to all claims in this action.

By signature below, Plaintiff's counsel hereby confirm their submission to the authority and jurisdiction of the United States District Court of the Northern District of Illinois and oversight of counsel's duties under Federal Rule of Civil Procedure 11, including enforcement as necessary through sanctions and/or revocation of pro hac vice status.

Date: July 9, 2026

DUANE MORRIS LLP

/s/ Sean S. Zabaneh

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Sean P. McConnell
Sarah O'Laughlin Kulik
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and

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JDCooke@duanemorris.com
Attorney ID: 6354591

Counsel for Plaintiff

CERTIFICATE OF SERVICE

The undersigned attorney certifies that on July 9, 2026, he electronically filed a copy of the attached via the CM/ECF filing system, which sent notification of such filing to all Filing Users.

Date: July 9, 2026

DUANE MORRIS LLP

/s/ Sean S. Zabaneh

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and

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Attorney ID: 6354591

Counsel for Plaintiff

Exhibit A

Georgia Emergency Associates, PC

Emergency Physicians of Orange County, PC

Relias Emergency Medicine Specialists of Tupelo, LLC d/b/a Relias Healthcare

Relias Emergency Medicine Specialists of Tupelo, LLC

Relias Hospitalist Medicine Specialists of Tupelo, LLC

Relias Emergency Medicine Specialists of Amory, LLC

Relias Hospitalist Medicine Specialists of Amory, LLC

Relias Emergency Medicine Specialists of West Point, LLC

Relias Hospitalist Medicine Specialists of West Point, LLC

Relias Hospitalist Medicine Specialists of Pontotoc, LLC

Relias Emergency Medicine Specialists of Hamilton, LLC

Relias Hospitalist Medicine Specialists of Hamilton, LLC

Relias Clinical Decision Specialists of Hattiesburg, LLC

Relias Emergency Medicine Specialists of Hattiesburg, LLC

Relias Emergency Medicine Specialists of St. Dominic, LLC

rh Mississippi Hospitalist Medicine, LLC

rh Emergency Medicine of OCH Regional, LLC

rh Hospitalist Medicine of OCH Regional, LLC

rh Emergency Medicine of Jefferson Davis, LLC

rh Hospitalist Medicine of Jefferson Davis, LLC

rh Emergency Medicine of Pearl River, LLC

rh Emergency Medicine of Marion General, LLC

rh Hospitalist Medicine of Marion General, LLC

rh Emergency Medicine of Perry County, LLC

rh Hospitalist Medicine of Perry County, LLC

rh Emergency Medicine of Highland Community, LLC

rh Hospitalist Medicine of Highland Community, LLC

rh Emergency Medicine of Walthall General, LLC

rh Hospitalist Medicine of Walthall General, LLC

Relias Emergency Medicine Specialists of Regional, LLC

Relias Emergency Medicine Specialists of Northport, LLC

Relias Emergency Medicine Specialists of Fayette, LLC

rh Arkansas Emergency Medicine, PLLC

rh Emergency Medicine of Caldwell Medical, LLC

Ouch Urgent Care, Inc.

Ouch Urgent Care of Hamilton, LLC

rh Arise Venture of Tupelo, LLC

rh Arise of Oxford, LLC

rh Emergency Medicine of Helen Keller Hospital, LLC

rh Physicians of Big South Fork, PLLC

Relias Emergency Medicine Specialists of McComb, LLC

CarePoint Inpatient Blue Sky Neurology - Texas, PLLC

CarePoint Inpatient Blue Sky Neurology Georgia, PLLC

Emergency Room Group, LTD

Elizabethtown Emergency Physicians, LLC

Juneau Emergency Medical Associates, Inc.

ER Physicians South, PA

Em Specialists, PA

Hospitalist Alliance, LLC

MD4ER, LLC

Emergency Physician Services, PC

University Emergency Medical Services Inc d/b/a UBMD Emergency Medicine

North Valley Emergency Specialists, LLC

Spring River Emergency Physicians Medical Group, PLLC

Antelope Valley Emergency Medical Associates, Inc.

Epic Group Emergency Physicians an Illinois Concern, SC

Green Country Emergency Physicians Group of Tulsa, PLLC

Midwest Emergency Medicine, Inc.

Tahoe Emergency Physicians Medical Corporation

Doctors Emergency Service, PA

Emergency Medical Associates of Palos, Ltd.

Nebraska Emergency Medicine

Emergency Physicians of Central Florida, LLP

Eugene Emergency Physicians, P.C.

Emergency Medical Associates of Tampa Bay, LLC

Emergency Medical Associates of Tampa Bay, LLC d/b/a Excelis Medical Associates

Observation Medical Group, LLC

Merrimack Valley Emergency Associates, Inc.

Mills Peninsula Emergency Medical Associates, Inc.

Torrance Emergency Physicians, Inc.

Baldwin Emergency Physicians, PC

FDR Medical Services PC

Sandhills Emergency Physicians, Inc.

Brighton Community Emergency Physicians, LLC

Emergency Medicine Associates, PC

Emergency Medicine Associates of Madison, S.C.

Emergency Services, Inc.

Glendale Adventist Emergency Physicians. Inc.

Hawaii Emergency Physicians Associated, Inc.

MidPacific Hospitalists, LLC

Medical Services of Prescott, Inc.

Salem Emergency Physicians Service, PC

Winchester Emergency Medical Associates PC

Carrollton Emergency Physicians, PC

Emergency Medical Care Facilities, PC

Emergency Physicians of St. Petersburg, P.A.

Emergency Physicians of Crossroads LLC

Emergency Physicians of Pinellas, P.A.

Premier Health Partners, Inc

Puget Sound Physicians PLLC

Athens Clarke Medical Enterprises, LLC

Burbank Emergency Medical Group

Central Oregon Emergency Physicians, LLC

AZICS, LLC

EPI P.C.

Evergreen Emergency Services, Inc.

Forsyth Emergency Services, P.A.

Independent Emergency Physicians, P.C.

Independent Observation Physicians PLLC

Independent Hospitalist Physicians PLLC

IEPPC Urgent Care PLLC

IEP Urgent Care - Jackson PLLC

IEP - Post Acute Care

Innova Emergency Medical Associates, PC

Lake Country Emergency Physicians, LTD

Lancaster Emergency Associates, LTD

Madison Emergency Physicians, SC

Melrose-Wakefield Emergency Physicians, Inc.

Hallmark Health Urgent Care Physicians

Middle Tennessee Emergency Physicians

Osler Drive Emergency Physicians, PA

Pacific Emergency Providers, Inc.

Professional Emergency Physicians, PC

Singh MD A Professional Medical Corp dba Seva Medical Group - Barstow Community Hospital

Singh MD A Professional Medical Corp dba Seva Medical Group - San Geronio Memorial Hospital

Ultimate Care Emergency Physicians, LLC

La Jolla Emergency Specialists

La Jolla Observation Medicine

Cape Cod Emergency Associates LLP

Cape Cod Emergency Associates, LLC

Colorado West Emergency Physicians, LLC

Flagstaff Emergency Physicians, PLLC

Greater Newburyport Emergency Physicians, Inc.

Mary's Peak Emergency Physicians, PC

Orion Emergency Services, Inc.

Seaside Emergency Medical Associates, Inc.

Advanced Healthcare Associates, LLP

Alexandria Springfield Emergency Physicians, P.C.

Alteon Health Illinois, PLLC

Alteon Health Indiana, LLC

Emergency Medicine Associates, P.A.

Emergency Medicine Physicians of Blue Island, LLC

Emergency Medicine Physicians of Chicago, LLC

Emergency Medicine Physicians of Cook County, LLC

Emergency Medicine Physicians of Estill County, PLLC

Emergency Medicine Physicians of Fairfield County, LLC

Emergency Medicine Physicians of New Haven County, LLC

Great Lakes Emergency Physicians Medical Group, S.C.

Harrisonburg Emergency Physicians, LLC

MEP Event Medicine, LLC

MEP Health, LLC

MEP Observation Services, LLC

Metropolitan Patient Services, P.A.

Mid-Atlantic Critical Care Services, L.L.C.

Sky Physicians, LLC

TransitionCare, LLC

USACS Critical Care Medicine Services East, LLC

USACS Integrated Acute Care Services of Illinois, LLC

USACS Integrated Acute Care Services of Maryland, LLC

USACS of Connecticut, LLC

USACS of Maryland, LLC

San Joaquin Emergency Medical Associates

VEPEMA Laborist Medical Group, Inc.

Emergency Medicine Physician Partners of El Dorado County, Inc.

Emergency Medicine Physician Partners of Madera County, Inc.

Mission Viejo Emergency Medical Associates (a General Partnership)

Mission Viejo Emergency Medical Associates, Inc.

Sonoma Valley Emergency Physicians Medical Group, Inc.

USACS Integrated Acute Services of California, Inc.

USACS Observation Medicine Services of California, Inc.

VEP Hutchinson Emergency Medical Group, LLC

4M Emergency Systems-Andover, LLC

4M Emergency Systems-Tod, LLC

4M Hospitalist Services, LLC

4M Monroe Medical Services, PLLC

Allied West Virginia Emergency Physicians, PLLC

Alteon Health Alabama, LLC formerly Island Medical Troy Alabama, LLC

Alteon Health New Mexico HM, LLC, formerly Island Medical Hospitalist Carlsbad, LLC

Alteon Health New Mexico, LLC, formerly Island Medical LOE, LLC

Austin Critical Care Specialists, P.A.

Brazos Valley Emergency Physicians, P.A.

Brazos Valley Obstetric Hospitalists, P.A.

Bryan Emergency Physicians, P.A.

Emergency Medicine Physicians of Carteret County, PLLC

Emergency Medicine Physicians of Champaign County, Ltd.

Emergency Medicine Physicians of Cincinnati, Ltd.

Emergency Medicine Physicians of Craven County, PLLC

Emergency Medicine Physicians of Cuyahoga County, Ltd.

Emergency Medicine Physicians of Franklin County, Ltd.

Emergency Medicine Physicians of Genesee County, PLLC

Emergency Medicine Physicians of Honolulu Kapiolani, LLC

Emergency Medicine Physicians of Honolulu Pali Momi, LLC

Emergency Medicine Physicians of Iredell County, PLLC

Emergency Medicine Physicians of Lake County, Ltd.

Emergency Medicine Physicians of Lancaster, Ltd.

Emergency Medicine Physicians of Mecklenburg County, PLLC

Emergency Medicine Physicians of Mercer County, Ltd.

Emergency Medicine Physicians of Ohio County, PLLC

Emergency Medicine Physicians of Rockingham County, LLC

Emergency Medicine Physicians of Tulsa County, LLC

Emergency Service Physicians, Inc.

Emergency Service Physicians, P.L.L.C.

Front Range Emergency Specialists, Inc.

IMMH Scottsboro, LLC

Inpatient Medical Services, Inc.

Island Medical Alabama, LLC

Island Medical Harrodsburg, LLC

Island Medical Henderson, LLC

Island Medical Hospitalist LEA, LLC

Island Medical Perseus, LLC

Island Medical RTR, LLC

Island Medical SP, LLC

Island Medical Van Wert, LLC

Island Medical Vibra, LLC

Island Medical Winnsboro, LLC

Island Medical, LLC

JMH Emergency Physicians, Inc.

Magis Emergency Medicine, LLC

Mahoning Valley Emergency Specialists, LLC

Mahoning Valley Emergency Specialists of Youngstown, LLC

MVES Austintown, LLC

MVES Boardman, LLC

Observation Medicine Group, PLLC

Observation Medicine Physicians of Mecklenburg County, PLLC

Observation Medicine Services of Florida, LLC

Orange Texas Emergency Physicians, P.A.

Physicians Link Center, LLC

Premier Emergency Services, Inc.

Racine Observation Medical Group, PLLC

Santibanez SLC, LLC, formerly Santibanez Aguirre SLC, P.C.

Tampa Bay Emergency Physicians - Heartland, LLC

Tampa Bay Emergency Physicians, LLC

Third Coast Emergency Physicians - Southwest, P.A.

Travis County Emergency Physicians, PA

UES Ahuja, LLC

UES Geauga, LLC

UES Geneva, LLC

UES Richmond Heights, LLC

UH Clinical Associates, LLC

University Emergency Specialists of Bedford, LLC

University Emergency Specialists, LLC

USACS Community Emergency Services of Colorado, Inc.

USACS Critical Care Services of Arizona, LLC

USACS Critical Care Medicine Services of Ohio, LLC

USACS Critical Care Medicine of Oklahoma, LLC

USACS Critical Care Medicine Services of Texas, PLLC

USACS Emergency Medicine Services of Nevada Bagnoli, PLLC, formerly USACS Emergency
Medicine Services of Nevada (Osmundson), PLLC

USACS Integrated Acute Care Services of Alabama, LLC

USACS Integrated Acute Care Services of Nevada Bagnoli, P.C. formerly USACS Integrated
Acute

Care Services of Nevada Osmundson, P.C.

USACS Integrated Acute Care Services of North Carolina, PLLC

USACS Integrated Acute Care Services of Ohio, LLC

USACS Integrated Acute Care Services of Pennsylvania, Ltd.

USACS Integrated Acute Care Services of Texas, PLLC

USACS Observation Medicine Services of Colorado, Inc.

USACS Observation Medicine Services of New Hampshire, LLC

USACS Observation Medicine Services of Ohio, LLC

USACS Observation Medicine Services of Oklahoma, LLC

USACS Observation Medicine Services of Texas, PLLC

USACS of Colorado, Inc.

Utah Regional Hospitalists, LLC, formerly Santibanez Holtzclaw, P.C.

Valley Emergency Physicians Ohio, LLC

Westlake Emergency Physicians, P.A.

Williamson Pulmonary & Sleep Associates, PLLC

4M Urgent Care, LLC

Aguirre Healthcare, LLC

Anderson Emergency Physicians, P.A.

Apex Emergency Group, Inc.

Apex Integrated Businesses, LLC

ATD Resources, LLC

Austin Five Star ER, P.A.

BCEP, P.A.

Black Acre Emergency Physicians Medical Group, PLLC

Central Austin Physicians, P.A.

Emergency Medicine Group, LLC

Emergency Physicians of Central Texas, P.A.

Emergency Medicine Physician of Port Jefferson, PLLC

Emergency Medicine Physician Partners of Rancho Mirage, Inc.

Emergency Medicine Physician Partners of Riverside County, Inc.

Emergency Medicine Physicians of Belmont County, Ltd.

Emergency Medicine Physicians of Las Vegas (Bagnoli), PLLC

Emergency Medicine Physicians of Pinal County, PLLC

Emergency Medicine Physicians of Yavapai County, PLLC

Emergency Medicine Physicians Partners of San Francisco County, Inc.

Emergency Medicine Specialists of North Texas, P.A.

Five Star Emergency Physicians, P.A.

Island Medical Athens, LLC

Island Medical Bluefield, LLC

Island Medical Coosa Valley LLC

Island Medical Hillsdale, PLLC

Island Medical Hospitalist Eastern NM, LLC

Island Medical Management Gadsden, LLC

Island Medical Moberly, LLC

Island Medical Red Bay, LLC

Island Medial Shoals, LLC

Island Medical Wyoming, LLC

Luling Emergency Physicians, P.A.

McLennan County Emergency Physicians, P.A.

Mountain Medical Specialists, LLC

New Braunfels Emergency Physicians, P.A.

Observation Medicine Physicians of Champaign County, Ltd.

Observation Medicine Physicians of Cortland County, PLLC

Observation Medicine Physicians of Hamilton County, Ltd.

Partners in Emergency Medicine, P.A.

Pegasus-IMMH, LLC

Royal Gorge Emergency Medicine Specialists, LLC

Santibanez Aguirre UT, LLC

Seguin Texas Emergency Physicians, P.A.

Third Coast Emergency Physicians - Burnet, P.A.

Third Coast Emergency Physicians - Sid Peterson, P.A.

USACS Emergency Medicine Services of Texas, PLLC

USACS Integrated Acute Care Services of South Carolina, LLC

Chattanooga Emergency Medicine, PLLC

Amador Emergency Physicians Medical Group, Inc.

Bear Creek Critical Care Medical Group, Inc.

Bel Air Critical Care Medical Group, Inc.

Big River Emergency Physicians, Inc.

Cabrillo Emergency Physicians Medical Group, Inc.

Capital Hospitalist Medical Group, Inc.

Caremore Pediatric Hospitalist Medical Group, Inc.

Cedar Springs Hospitalist Medical Group, Inc.

Chavez Emergency Physicians Medical Group, Inc.

Crystal Springs Emergency Physicians Medical Group, Inc.

Elite Hospitalist Medical Group, Inc.

Golden State Emergency Physicians, Inc.

Grand Avenue Emergency Physicians Medical Group, Inc.

Kings Canyon Emergency Physicians Medical Group, Inc.

Mount Eddy Emergency Physicians Medical Group, Inc.

North State Hospitalist Medical Group, Inc.

Oakdale Medical Group, Inc.

Palm Drive Emergency Physicians Medical Group, Inc.

Pinehurst Hospitalist Medical Group, Inc.

Ridgeline Emergency Physicians Medical Group, Inc.

Rock Hollow Critical Care Medical Group, Inc.

South Bay Emergency Physicians Medical Group, Inc.

South Boulevard Emergency Physicians Medical Group, Inc.

Superior Hospitalist Medical Group, Inc.

Sycamore Hill Hospitalist Medical Group, Inc.

Vallejo Emergency Physicians Medical Group Inc.

Valley Emergency Physicians Medical Group, Inc.

VEP MLK Emergency Medical Group, Inc.

Victory Emergency Physicians Medical Group, Inc.

Western Sierra Emergency Physicians Medical Group, Inc.

Willow Brook Critical Care Medical Group, Inc.

Woodland Emergency Physicians Medical Group, Inc.

Avalon Emergency Physicians Medical Group, Inc.

Canyon Oaks Hospitalist Medical Group, PLLC

Cedar Ridge Critical Care Medical Group, P.C.

Centennial Emergency Physicians Medical Group, Inc.

Colusa Emergency Physicians Medical Group Inc.

Cove Creek Emergency Physicians Medical Group, Inc.

Dameron Emergency Physicians Medical Group, Inc.

Glass Mountain Emergency Physicians Medical Group, Inc.

Gold Country Emergency Physicians Medical Group, Inc.

Grapevine Emergency Physicians Medical Group, Inc.

Greenbriar Emergency Physicians Medical Group, Inc.

Grizzly Peak Emergency Physicians Medical Group, Inc.

Heritage Laborist Medical Group, Inc.
Hospitalist Services Medical Group, Inc.
Inland Empire Emergency Medical Group, Inc.
Kingston Emergency Physicians Medical Group, PLLC
Lakefront Emergency Physicians Medical Group, S.C.
Lakeport Emergency Medical Corporation
Liberty Acute Care Surgery Medical Group, Inc.
Main Street Emergency Physicians Medical Group, Inc.
Memorial Emergency Physicians Medical Group, Inc.
Mendocino Emergency Physicians Medical Group, Inc.
Mojave Emergency Physicians Medical Group, Inc.
Morgan Hill Emergency Medical Group, PC
Mountain Emergency Physicians Medical Group, Inc.
Northridge Emergency Medical Group, a CA General Partnership
Orange Hill Emergency Physicians Medical Group, Inc.
Pacific Coast Hospitalist Medical Group, Inc.
Paramount Pulmonologist Medical Group, Inc.
Parker Valley Emergency Physicians Medical Group, Inc.
Redwood General Emergency Physicians Medical Group, Inc.
River Emergency Physicians Medical Group, PLLC
River Hospitalist Medical Group, PLLC
Silver Crest Emergency Physicians Medical Group, PLLC
Stony Creek Surgicalist Medical Group, Inc.
Sunkist Emergency Physicians, Inc.
Terrace Emergency Physicians Medical Group, Inc.

Valley Emergency Physicians Tennessee, P.C.

Allegheny Health Network Emergency

AHN Emergency Group of Erie County, Ltd.

AHN Emergency Group of Alle-Kiski, Ltd.

AHN Emergency Group of Armstrong County, Ltd.

AHN Emergency Group of Canonsburg, Ltd.

AHN Emergency Group of Clarion County, Ltd.

AHN Emergency Group of Forbes, Ltd.

AHN Emergency Group of Indiana County, Ltd.

AHN Emergency Group of Jefferson, Ltd.

AHN Emergency Group of Pittsburgh, Ltd.

AHN Emergency Group of Somerset County, Ltd.

AHN Emergency Group of West Penn, Ltd.

AHN Hospitalist Group, Ltd.

AHN Observation Group, LLC

AHN Emergency Group of Ellwood City, Ltd.

AHN Emergency Group of Fayette County, Ltd.

AHN Emergency Group of Lawrence County, Ltd.

AHN Integrated Transition Care Services, Ltd.

AH Physician Services, P.C.

Alteon Health New Jersey HM, PC

Alteon Health New Jersey, PC

Emergency Medicine Physicians of Cortland County, PLLC

Emergency Medicine Physicians of Samaritan, PLLC

Island Emergency Medical Services, P.C.

Port Emergency Medical Services, P.C.

Siena Emergency Medical Services, P.C.

Exhibit B

JURISDICTION AND VENUE

1. This Court has federal question jurisdiction over Plaintiff's federal claims pursuant to 28 U.S.C. §§ 1331 and 1337(a) because Plaintiff brings its claims under §§ 4 and 16 of the Clayton Act (15 U.S.C. § 15, 26), to recover treble damages and costs of suit, including reasonable attorneys' fees, and injunctive relief against the Defendants for the harm caused by Defendants' violations of § 1 of the Sherman Act (15 U.S.C. § 1). The Court has supplemental jurisdiction over Plaintiff's state law claims, including the Pennsylvania and New Jersey unjust enrichment claims and Illinois state antitrust law claims, under 28 U.S.C. § 1367 because those claims are so related to the federal claims as to form part of the same case or controversy.

2. This Court has personal jurisdiction over MultiPlan because MultiPlan has substantial operations in Naperville, Illinois, including employees there who are involved in operating MultiPlan's common pricing methodology for out-of-network services. Acts and omissions alleged herein occurred at MultiPlan's office in Naperville, Illinois. Further, Multiplan operates nationally, transacting business throughout the United States, including in this District (including repricing claims for out-of-network healthcare services at facilities in this District), and is engaging in the alleged antitrust conspiracy, which has a direct, foreseeable, and intended effect of causing injury to the business or property of persons and entities residing in, located in, or doing business throughout the United States, including in this District.

3. This Court has personal jurisdiction over the other named Defendants because each of them—in furtherance of their conspiracy to fix prices—paid compensation to MultiPlan and provided data to MultiPlan at its office in Naperville, Illinois and participated in an antitrust conspiracy, which has a direct, foreseeable, and intended effect of causing injury to the business

and property of persons and entities residing in, located in, or doing business throughout the United States, including in the state of Illinois.

4. Venue is proper in this District pursuant to Section 12 of the Clayton Act, 15 U.S.C. § 22, and under the federal venue statute, 28 U.S.C. § 1391, because all Defendants have transacted business within the District by virtue of their relationship with MultiPlan and a substantial portion of the unlawful acts giving rise to this action occurred in this District.

Exhibit C

ADDITIONAL FACTUAL ALLEGATIONS: ANTITRUST INJURY AND STANDING

I. Assignor Providers Have Been Underpaid for Out-of-Network Services as a Result of Defendants' Violations of the Antitrust Laws

1. The entities identified on Exhibit A are emergency room and other physician practices that have assigned their claims in this litigation to HealthLGX (the "Assignor Providers").

2. The Assignor Providers have provided medically necessary out-of-network goods and services to certain members of Defendants and other health insurance companies, and the Assignor Providers have billed for those out-of-network goods and services. The Assignor Providers have been paid less for those out-of-network goods and services than they would have been paid but for Defendants' anticompetitive conduct, and the Assignor Providers have been injured as a result of Defendants' violations of the antitrust laws as set forth in the Consolidated Master DAP Complaint.

II. The MultiPlan Cartel's Artificially Depressed Prices Contaminated Industry-Wide Pricing

A. The Cartel Introduced Skewed Data to FAIR Health and Other Central Benchmark Databases

3. The anticompetitive effects of the MultiPlan Cartel extend beyond the artificially reduced prices paid by the approximately 700 payors that directly participate in the conspiracy. These artificially suppressed out-of-network reimbursement rates have contaminated central data repositories—including, for example, FAIR Health, Inc. ("FAIR Health")—that non-participating insurers rely on to determine out-of-network reimbursement levels. As a result, Defendants' price-fixing conspiracy has depressed out-of-network reimbursement rates paid to healthcare providers by all insurers, not merely those that directly use MultiPlan's pricing methodology.

4. There are roughly 1,100 insurance companies operating in the United States. Approximately 400 of those insurance companies may not use MultiPlan and instead use other means to determine the amounts they will pay healthcare providers for out-of-network goods and services. Some insurance companies use Usual, Customary, and Reasonable (“UCR”) rates, which are typically between the 50th and 80th percentile of local charges for a particular service. Insurance companies that still use this benchmarking system typically calculate UCR rates using charge and payment data compiled by the independent non-profit organization FAIR Health.

5. FAIR Health was created in 2009 to collect, verify, and maintain insurers’ claims data and to calculate fair, transparent, and accurate UCR benchmarks for use by healthcare providers and insurers. FAIR Health was designed to replace the manipulated Ingenix database and to produce benchmarks that accurately reflected prevailing market rates.

6. The data that populates FAIR Health’s database and forms the basis of UCR benchmarks is derived from claims data submitted by insurers—including many members of the MultiPlan Cartel. Under the original consent decrees instituted following the New York Attorney General’s investigation of Ingenix, settling insurers were required to submit accurate, un-scrubbed charge data to FAIR Health. However, once the MultiPlan Cartel began systematically suppressing out-of-network reimbursement rates starting in approximately 2015, the claims data flowing from cartel members into FAIR Health’s database increasingly reflected the artificially depressed payment levels generated by the cartel’s elimination of competition.

7. The mechanism by which the MultiPlan Cartel contaminates FAIR Health and similar UCR databases is straightforward. Cartel members representing over 80% of all out-of-network payments by dollar volume in the United States use MultiPlan’s common pricing methodology to set out-of-network reimbursement amounts at levels far below pre-cartel market

rates. Those artificially suppressed payment amounts are then reported to FAIR Health and other data aggregators as part of the ordinary course of claims data submission. Because FAIR Health's UCR benchmarks are derived from the universe of reported claims data, the cartel's suppressed payment levels systematically pull down the benchmark rates calculated using FAIR Health's data.

8. As the vast majority of claims data submitted to FAIR Health and similar data aggregators now reflects the artificially depressed reimbursement rates generated by the MultiPlan Cartel, the UCR benchmarks produced by those aggregators have been dragged downward. Insurers that do not directly participate in the MultiPlan Cartel but rely on FAIR Health's UCR benchmarks to determine their out-of-network reimbursement rates therefore set those rates at artificially depressed levels—not because of natural market forces, but because the underlying benchmark data has been tainted by the cartel's coordinated price suppression.

B. The Cartel's Dominant Market Share Ensures Market-Wide Impact

9. The MultiPlan Cartel's dominant market position ensures that its artificially depressed prices affect the entire market for out-of-network goods and services, not merely transactions directly processed through MultiPlan. MultiPlan and its co-conspirators control approximately 80–90% of the national market for out-of-network reimbursement by dollar volume.

10. Coordinated price suppression in over 80% of a relevant market necessarily depresses average prices in that market. When the dominant group of insurers in a market collectively suppresses prices through coordinated conduct, the remaining non-participating insurers face distorted pricing conditions and respond like any rational, profit-maximizing firm by adjusting their reimbursement levels accordingly—whether by reference to contaminated benchmark data or other indicators of the new market equilibrium.

11. The cartel's activity has predictably affected overall market prices. Since cartel members abandoned FAIR Health and adopted MultiPlan's pricing methodology, reimbursement rates have decreased year-over-year. Prior to 2016, reimbursement rates typically rose over time, reflecting inflation and the increased costs of providing care.

C. Effective Cartels Necessarily Affect Non-Participants' Pricing

12. As the court explained in *In re: Cathode Ray Tube (CRT) Antitrust Litig.*, 2016 WL 6246736, at *6 (N.D. Cal. Oct. 26, 2016), "Successful cartels increase the market price for a price-fixed good, not just their own price (lest consumers subvert the conspiracy by purchasing from lower-priced competitors instead). The injuries that result from conspirators' impact on the market are directly caused by their collusive conduct regardless of the supplier that sells the good."

13. A robust body of economic scholarship establishes that when a cartel exercises market power, non-conspiring competitors' pricing is necessarily affected. This is due, in part, to the fact that "[a] firm in the competitive fringe does not engage in strategic behavior. Instead, it accepts the prevailing price as an economic parameter beyond its influence." Roger D. Blair and Virginia G. Maurer, *Umbrella Pricing and Antitrust Standing: An Economic Analysis*, No. 4 Utah Law Review (1982). In short, the small insurers operating outside of the cartel simply use the prevailing price set by the cartel as their new benchmark.

III. The Assignor Providers Were Injured by Non-Participating Insurers' Artificially Depressed Reimbursements

14. DAPs submitted claims for out-of-network goods and services not only to members of the MultiPlan Cartel but also to insurers that did not directly participate in the cartel's pricing methodology. Those non-participating insurers set their out-of-network reimbursement rates as any rational market participant would: by reference to the price the market will bear. Insurers that did not participate in the cartel may have arrived at these prices by consulting FAIR Health UCR

benchmarks, proprietary databases that incorporated the cartel's tainted payment data, or other information. Regardless of how these market participants discovered market prices or gathered competitive intelligence, the result was the same: the prices they found were contaminated by the cartel's coordinated price suppression.

15. As a direct, foreseeable, and proximate result of the MultiPlan Cartel's price-fixing, DAPs received artificially depressed reimbursement rates from all insurers operating in a market marred by collusion. These depressed rates were not the product of competitive market forces or independent decisions by competitors operating in a vacuum; they were the product of Defendants' anticompetitive conduct and corruption of the competitive process.

16. DAPs' injuries from non-participating insurers' suppressed reimbursement rates are of the type that the antitrust laws are intended to prevent. When a cartel controlling over 80% of a market systematically suppresses prices, the resulting market-wide depression in reimbursement levels is a direct and intended consequence of the conspiracy. As a result of Defendants' conduct, DAPs received significantly lower reimbursements for their out-of-network goods and services than they would have in a competitive market.

Exhibit D

ADDITIONAL FACTUAL ALLEGATIONS:

UNJUST ENRICHMENT UNDER PENNSYLVANIA AND NEW JERSEY LAW

I. Pennsylvania and New Jersey Law Apply to Plaintiff's Unjust Enrichment Claim

1. Some of the Assignor Providers listed in Exhibit A are Pennsylvania or New Jersey entities with principal places of business in Pennsylvania or New Jersey.

2. Plaintiff's claims are based on those Assignor Providers having provided out-of-network goods and services through Pennsylvania or New Jersey-based healthcare operations and having suffered economic loss from Defendants' underpayments in Pennsylvania or New Jersey. The restitutionary injury is therefore centered in Pennsylvania and New Jersey because the benefit Defendants retained corresponds to amounts that should have been paid to Pennsylvania or New Jersey Assignor Providers for healthcare services they furnished in Pennsylvania or New Jersey.

3. To the extent required, Plaintiff pleads these unjust enrichment claims under Pennsylvania and New Jersey law in the alternative to its other claims and remedies and seeks restitution or disgorgement only to the extent such relief is not duplicative of any legal damages awarded.

II. Elements of Unjust Enrichment

A. Pennsylvania Law Requires a Conferred Benefit, Appreciation of the Benefit, and Inequitable Retention

4. Unjust enrichment under Pennsylvania law is a quasi-contractual doctrine based in equity and has substantively similar elements to unjust enrichment claims under New Jersey law.

5. To prove unjust enrichment under Pennsylvania law, Plaintiff must establish that: (1) the Assignor Providers conferred benefits on Defendants; (2) Defendants appreciated those benefits; and (3) Defendants accepted and retained those benefits under circumstances in which it

would be inequitable for Defendants to retain the benefit without payment of value.

6. Unjust enrichment commonly arises where a party provides services for which compensation is ordinarily expected. The Assignor Providers' healthcare goods and services were provided in commercial healthcare transactions for which payment at a lawful, competitive, and reasonable rate was expected. These were not gratuitous transfers.

7. Pennsylvania law permits equitable relief where legal remedies are inadequate to achieve complete justice, and Plaintiff pleads restitution, disgorgement, and constructive trust remedies in the alternative to its other remedies.

B. New Jersey Law Requires a Conferred Benefit, an Expectation of Remuneration, and Inequitable Retention

8. Unjust enrichment under New Jersey law is a quasi-contractual doctrine based in equity.

9. To prove unjust enrichment under New Jersey law, Plaintiff must establish that: (1) Defendants received a benefit; (2) the Assignor Providers expected remuneration from the Defendant and; (3) retention of the benefit by Defendants would be unjust.

10. The law rests on the principle that a person shall not be allowed to enrich himself unfairly at the expense of another. The Assignor Providers' healthcare goods and services were provided in commercial healthcare transactions for which payment at a lawful, competitive, and reasonable rate was expected. These were not gratuitous transfers.

11. New Jersey law permits equitable relief where legal remedies are inadequate to achieve complete justice, and Plaintiff pleads restitution, disgorgement, and constructive trust remedies in the alternative to its other remedies.

C. The Assignor Providers Furnished Valuable Goods and Services and Defendants Have Benefited by Paying Below-Market Prices

12. Defendants were responsible for paying for healthcare goods and services on behalf of their members or other parties who compensated Defendants to serve as payors. Defendants received a benefit because they did not pay reasonable value for the services rendered. Payors directly benefit from below-market pricing because they generally do not pass on savings directly to the insured patient. Instead, the insured plan member generally pays a set premium and does not directly benefit from an underpayment. On the other hand, the payor retains additional funds for its own use or benefit if it can underpay a healthcare provider.

13. Defendants were enriched by retaining the difference between the lawful, competitive, and reasonable value of the Assignor Providers' out-of-network goods and services, including the usual, customary, and reasonable price for those services, and the artificially suppressed amounts actually paid. MultiPlan appreciated and used the benefits the Assignor Providers conferred because MultiPlan adjudicated and priced out-of-network claims and retained a portion of the underpayments it was able to negotiate, and the Defendants obtained the value of the Assignor Providers' goods and services while paying less than would have been paid absent the cartel. Businesses universally appreciate having additional funds on hand.

D. It Would Be Inequitable to Allow Defendants to Retain Funds at Assignor Providers' Expense Due to an Illegal Conspiracy

14. It would be inequitable for Defendants to retain the value of the underpayments made possible by their illegal collusion. The Assignor Providers provided medical goods and services in commercial healthcare transactions and deserve to be paid at lawful, competitive, and reasonable rates.

15. Plaintiff seeks restitution, disgorgement, and/or a constructive trust measured by Defendants' unjust gains, including the value of out-of-network goods and services for which the

Assignor Providers were not paid a lawful, competitive, reasonable, and customary amount, fees and revenues earned from underpayments, and interest on funds that should have been paid to the Assignor Providers.