

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

Civil Action No.

UNITED HEALTHCARE OF COLORADO, INC.,
PACIFICARE HEALTH PLAN ADMINISTRATORS, INC.,
PACIFICARE OF COLORADO, INC., and
UNITED HEALTHCARE INSURANCE COMPANY,

Plaintiffs,

v.

HCA, INC.,
HEALTHONE OF DENVER, INC.,
HCA-HEALTHONE, LLC,
MEDICAL IMAGING OF COLORADO, LLC, and
THE IMAGING GROUP, LLC,

Defendants.

COMPLAINT AND JURY DEMAND

United HealthCare of Colorado, Inc. (“UHC-Colorado”), PacifiCare Health Plan Administrators, Inc. (“PacifiCare-HPA”), PacifiCare of Colorado, Inc. (“PacifiCare”), and United HealthCare Insurance Company (“UHIC”) (collectively, plaintiffs are referred to herein as “United”), by and through their undersigned attorneys, state their Complaint as follows:

I. INTRODUCTION

1. In December 2005, Defendants HCA, Inc., formerly known as Hospital Corporation of America, Inc. (“HCA, Inc.”), HealthONE of Denver, Inc. (“HealthONE-Denver”), and HCA-HealthONE, LLC (“HealthONE”) (collectively “HCA”) terminated all contracts for hospital services with UHC-Colorado, effective August 31, 2006. On June 1, 2006, HCA terminated all contracts for hospital services with PacifiCare and

PacifiCare-HPA, effective August 31, 2006. These terminations were the first steps in a deliberate and ongoing scheme to extract anti-competitive and unreasonable rates for medical services in the Denver metro area. Along with terminating the hospital services contracts, HealthONE initiated the termination of United's access to eleven ambulatory surgery centers which are not wholly-owned by HealthONE but are joint ventures with independent physician groups. Beginning with these terminations, and continuing to this day, HCA is engaging in a series of prohibited acts to cause harm to United and, in turn, to its members and its Colorado employer customers.

2. First and foremost, HCA has used its market power in Denver to attempt to extort anticompetitive rates for hospital-related services, ambulatory surgery services and imaging services. Aside from owning seven hospitals in the Denver metro area, on information and belief, HCA controls approximately 70% of the women's radiological imaging services market, including mammography services, and a substantial, if not monopoly share of certain other outpatient-based imaging services in the area through its ownership and control of Defendants Medical Imaging of Colorado, LLC, ("MIC") and The Imaging Group, LLC ("Imaging Group").

3. In addition, because of HCA's dominance in the market and HCA's hospital contracting and billing practices, certain of HCA's hospital services cost on average 20% more than what United pays for the same quality services offered by other providers in the area. This is reflected in the profits generated by HealthONE. An independent study focusing on the high costs of health care in the Denver metro area noted that HealthONE, the "system with the highest market share . . . also had the highest operating margin." See Project for Strategic

Health Care Purchasing, a study for Colorado for Health Care, SKY HIGH HEALTH CARE COSTS IN THE MILE HIGH CITY, at 9 (September 2005). According to that study, the average hospital operating margin in the United States in 2003 was only 4%. *Id.* Based on 2003 government data, HealthONE's operating margin was 29%. *Id.* In the local market, HealthONE's operating margin in 2003 ranged from nearly 2.5 times higher to almost five times higher than the operating margins of its major hospital services competitors. *Id.*

4. In an effort to force United, and by extension its members and employer customers, to pay even more for HCA's services, HCA has tied contracts with its imaging centers to the hospital services contracts. Specifically, as negotiations were becoming more difficult, Leonard Kalm, Senior Vice President of Managed Care for HealthONE, sent an e-mail to a third-party health care insurance broker encouraging the broker to go after United's business and informing the broker that "I am just about to term[inate] all the Invision/SallyJobe/Imaging Group locations that will remove 14 more sites from their network. This will eliminate about 70% of where mammographies are done today ..." HealthONE's actions will, in fact, deny United members in-network access to 70% of mammography services in Denver – an already scarce commodity. HCA then informed United that access to the imaging services would only be available to United members if an agreement (along the lines being proposed at the time by HCA) were to be reached on the hospital services contracts. Because of HCA's market power in mammography services, HCA is effectively demanding United to pay an "access fee" for United's members to have continued access to HCA's imaging services. This includes access to vital women's imaging services, such as

mammography, resulting in substantially higher hospital service rates (the “Mammography Access Fee”).

5. Further, in July 2006, HealthONE’s Mr. Kalm distributed a highly confidential list of United’s employer customers to United’s competitors and aggressively encouraged insurance brokers to get United’s employer customers to switch insurance carriers. In fact, in his e-mail communication to a third-party insurance broker, Mr. Kalm said “P[lease] help move business. Call them. Go for it.” Upon information and belief, HCA provided this confidential information so that United’s customers would begin to switch carriers during critical insurance renewal periods, pressuring United to accede to HCA’s unreasonable demands in negotiation out of fear that customers would switch because of the stalemate in negotiations.

6. Finally, after HCA’s termination of the hospital contracts, HCA continued to pressure United to accept its unreasonable price demands for hospital services and the Mammography Access Fee. Most importantly, to cause financial hardship, fear, and potentially interrupt the cost-efficient provision of care to United’s members, HCA barred United’s Onsite Inpatient Care Advocate Nurses (“Nurse Advocates”) from HCA’s facilities and stopped notifying United of the status of its members in the HCA hospitals. Furthermore, HCA has declined to provide member room numbers when requested by United, thereby preventing United from directly contracting its members telephonically. The Nurse Advocates are a vital tool in coordinating disease management and care management programs. For example, within 24 to 48 hours prior to discharge, the Nurse Advocates ensure that United members have the appropriate medications to take home, are able to have follow-up appointments and understand the discharge instructions. The purpose of both the disease and care management programs is

to facilitate better and coordinated care to the patient, which translates to fewer trips to the hospital and ultimately lower health care costs. However, by barring the Nurse Advocates from its facilities and failing to even provide patient room numbers to United, HCA is frustrating the implementation of these disease management and care management programs. As a result, these patients may not realize the benefit of these programs (and, in addition, are exposed to much costlier care because HCA hospitals and the ancillary services that HCA provides are “out-of-network,” as explained further in paragraph 7 below). By inhibiting these United programs and making coordination of care more difficult, HCA seeks to gain an advantage in its contract dispute with United at the expense of patients’ health care experiences.

7. United’s members face significantly greater personal financial exposure when care is provided by out-of-network providers than when it is provided by in-network or contracted providers due to: (1) out-of-network providers’ ability to charge list prices which are much higher than the reduced contracted rates negotiated by payers with network providers, and (2) benefit plans that call for greater member liability when non-emergent out-of-network care is obtained. By inhibiting communication between United and its members whereby United can provide members information about available care options (including more affordable in-network care alternatives), HCA’s actions deprive United members access to information that would enable them to maximize their health plan benefits and avoid potentially severe personal financial exposure. HCA can, therefore, charge its much higher list prices for its services as opposed to the more affordable in-network rates, thereby increasing HCA’s own revenues and profits at the expense of United, its members and its Colorado employer customers.

8. Consistent with its interference between United's relationships with its members and employer customers, on information and belief, HCA also has threatened at least one physician group with financial retaliation if they transfer patients covered by United to United's in-network providers. On information and belief, HCA has also encouraged at least two physician groups to continue to send their patients covered by United to HealthONE claiming that they would provide care at "in-network" rates and waive any claims for out-of-network charges against the patients even though such behavior is impermissible.

9. Knowing the adverse financial impact its actions will have on patients and employers, HCA specifically protected its *own* employees whose health benefit services were covered by a contract with United. HCA's termination of the United hospital, surgical center and imaging facility agreements did *not* apply to HCA's own contract with United for the administration of health care services for HCA's employees. While hundreds of thousands of individuals and employer groups will be pressured with higher costs for out-of-network health care services at HCA, HCA and its employees are immune from such tactics.

II. PARTIES, JURISDICTION AND VENUE

10. Plaintiffs UHC-Colorado and PacifiCare are both Colorado corporations and licensed Colorado health maintenance organizations ("HMO"). Plaintiff UHIC is a Connecticut corporation and an insurance company with its principal place of business located Hartford, Connecticut. UHC-Colorado, PacifiCare and UHIC contract with providers like HCA to provide medical services at affordable rates for United's members throughout Colorado.

11. Plaintiff PacifiCare-HPA is an Indiana corporation. PacifiCare-HPA provides health care administration services to employers who self-fund health care benefit plans in order for their employees to access health care services. PacifiCare-HPA also contracts with providers on behalf of such self-funded health plans.

12. Defendant HCA, Inc., is a corporation organized and existing pursuant to the laws of the state of Tennessee, with its principal place of business at One Park Plaza, Nashville TN, 37203. HCA, Inc., owns or manages over 191 hospitals and 82 outpatient surgery centers in 23 states, England, and Switzerland.

13. Defendant HealthOne, formerly Columbia-HealthONE, LLC, is a Colorado limited liability company. HealthONE is owned jointly by The Colorado Health Foundation, a Colorado nonprofit corporation, and HCA, Inc. HealthONE owns or has a substantial stake in 7 hospitals, 11 ambulatory surgery centers, and more than 30 outpatient clinics, in addition to 20 imaging facilities in the Denver Metro Area, as defined in paragraph 21 below.

14. Defendant HealthOne-Denver, formerly Columbia/HCA of Denver, Inc., is a Colorado corporation and a wholly-owned subsidiary of HCA, Inc. HealthONE-Denver manages the HealthONE health care facilities. HealthONE-Denver negotiates and enters payer contracts on behalf of the HealthONE health care facilities.

15. Defendants MIC and Imaging Group, are Colorado limited liability companies and majority-owned subsidiaries of HealthONE. Imaging Group and MIC provide imaging services in imaging facilities. Through Imaging Group and MIC, on information and belief, HealthONE controls 70 percent of the women's radiological imaging services market, specifically mammography services (hereinafter "women's imaging services"). Women's

imaging services are imaging services conducted on women to screen and diagnosis breast-disease, such as breast cancer, through the use of mammography and breast magnetic resonance imaging (“MRI”).

16. This action arises pursuant to the antitrust laws of the United States, 15 U.S.C. §§ 2-7, 15 U.S.C. § 12 through 15 U.S.C § 27 and 29 U.S.C. § 52 and 29 U.S.C. § 53, and 18 U.S.C § 1830.

17. This Court has federal question jurisdiction of this action pursuant to 28 U.S.C. §§ 1331, 1337(a) because United seeks relief under the Sherman Act, the Clayton Act, and the Computer Fraud and Abuse Act, including remedies for antitrust violations. This Court has supplemental jurisdiction over the remaining claims pursuant to 28 U.S.C. § 1367.

18. General personal jurisdiction exists over each of Defendants because they have continuous and systematic contacts with this forum as a result of business regularly conducted within the State of Colorado and this judicial district via the operation of various hospitals, imaging facilities, and emergency centers in the Denver metro area. The Court also has specific personal jurisdiction over each of Defendants because their activities constitute antitrust violations and the unlawful disclosure and dissemination of United property occurred in the state of Colorado.

19. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391 because United has suffered injury in this judicial district and because the defendants have committed antitrust violations or other violations of Colorado or federal law in this judicial district.

III. INTERSTATE COMMERCE

20. HCA provides general acute care hospital services, ambulatory surgery services, and imaging services in Colorado. These services include the provision or purchase of substantial goods and services in interstate commerce, including durable medical supplies and equipment, medical services, and pharmaceuticals. United sells HMO and health insurance products and administers claims for self-funded and fully-insured health plans to employer groups in Colorado and to multi-state employer groups requiring a national network of health care providers for their employees located in numerous states. United pays for goods and services in interstate commerce, including durable medical supplies and equipment, medical services, and pharmaceuticals. The unlawful acts alleged herein involve, affect, and occur in the flow of interstate commerce. All parties to this action are engaged in an industry affecting interstate commerce; namely the financing, provision, and access to or management of general acute care hospital services, ambulatory surgery services, and imaging services. These services affected by the unlawful acts charged in this Complaint affect interstate commerce in a not insubstantial manner.

IV. MARKET BACKGROUND

21. Prior to 1995, HCA, Inc., owned three hospitals in the Denver Metro Area: Aurora Regional Medical Center, North Suburban Medical Center, and Rose Medical Center. At the same time, The Colorado Health Alliance, formerly known as HealthONE Alliance (“CHF”), owned five hospitals: Presbyterian/St. Luke's Medical Center; Spalding Rehabilitation Hospital; Bethesda Psychiatric Hospitals; Presbyterian/Aurora Medical Centers; and Swedish Medical Center. In 1995, HCA, Inc., and CHF became joint partners in

HCA/HealthONE, LLC, contributing their respective hospitals to the venture. HCA, Inc., and CHF jointly govern HealthONE. HCA, Inc. is responsible for all management activities of HealthONE, including, but not limited to, negotiating contracts on behalf of all of the HealthONE hospitals.

22. Through its ownership in HealthONE, HCA, Inc. owns or operates eleven hospitals throughout Colorado, seven of which are within the Denver Metro Area. The “Denver Metro Area” includes the City of Denver and is comprised of the following six counties: Adams, Arapahoe, Broomfield, Denver, Douglas, and Jefferson. Specifically, the HCA hospitals in the Denver Metro Area are: The Medical Center of Aurora, North Suburban Medical Center, Presbyterian/St. Luke's Medical Center, Rose Medical Center, Sky Ridge Medical Center, Spalding Rehabilitation Hospital, and Swedish Medical Center (collectively the “HCA Hospitals”). Each of the HCA Hospitals provides general acute care hospital services. HCA Hospitals operate a total of 2,249 licensed hospital beds. HCA Hospitals are affiliated with 3,000 physicians. As its states on its website, HealthONE is “the largest healthcare system in metro Denver with seven hospitals, 11 ambulatory surgery centers and more than 30 outpatient clinics.”

23. Within the Denver Metro Area, HCA, through the HCA Hospitals, holds at least 31 to 40 percent of the available general acute care hospital beds and has at least a 35 percent share of the hospital services market based on inpatient discharges.

24. HCA is the predominant provider of imaging services in the Denver Metro Area. HCA owns or controls at least 20 imaging facilities throughout the Denver Metro Area. By its own admission, HCA has 70 percent of the market share for women’s imaging services,

including, but not limited to, mammography services, and a substantial, if not monopoly, market share of certain other imaging services. Currently, there is a substantial wait for women to receive mammograms in the Denver Metro Area.

25. Barriers to entry by a new competitor in the market for general acute care hospital services and in the market for women's imaging services in the Denver Metro Area are high. These barriers include state licensing requirements, high investment costs, and the control of segments of the general acute care hospital market and the women's imaging services market by HCA through physician alignment, by HCA's direct employment of, or exclusive contracts with, a limited number of available physicians.

26. Specifically, as an example of HealthONE's efforts to control physician groups and to limit competition in the market, on information and belief, each of the HealthONE surgical centers is a joint venture between HealthONE and large physician groups in which ventures HealthONE has a majority ownership interest. By linking the HealthONE hospital services with the HealthONE joint venture surgical services, HealthONE controls other providers and forces payers, such as United, to take an "all or nothing" deal, resulting in inflated rates.

27. In addition, on information and belief, HealthONE has used exclusive contracting with third-party payers to prevent competition in imaging services, generally, and women's imaging services, specifically. Through its market power in imaging services, HealthONE demands payers to exclusively contract with it for imaging services in order for the payers to receive discounts from HealthONE's list prices. As a result of such exclusive contracting, payers have agreed not to contract with any other imaging provider within a given

geographic area, essentially creating a “competition free” zone for HealthONE and its imaging services. Prospective competitors in imaging services are left out of payer networks and, therefore, are at a distinct competitive disadvantage as compared to HealthONE.

V. ANTICOMPETITIVE BEHAVIOR BY DEFENDANTS

28. Since 1998, UHC-Colorado has contracted with HCA for the provision of general acute care hospital services and ambulatory surgery services through a certain United HealthCare of Colorado Hospital Participation Agreement (the “UHC Agreement”). Since 1996, PacifiCare-HPA has contracted with HCA for the provision of general acute care hospital services and ambulatory surgery services through a certain Hospital Services Agreement (the “PacifiCare-HPA Agreement”). In 2002, PacifiCare also entered into a Hospital Services Agreement with HCA (the “PacifiCare Agreement”). Collectively, the UHC Agreement, the PacifiCare-HPA Agreement, and the PacifiCare Agreements are referred to herein as “Hospital Agreements.”

29. Payment for health care services differs from payment for most other types of services. Providers, such as hospitals, establish the prices they will charge for certain services. These prices are generally known as the provider’s “list charges.” Irrespective of the provider’s list charges, government payers of health care services, such as Medicare and Medicaid, determine the amounts they will pay providers, which is typically a fraction of the provider’s list charges.

30. Commercial payers, such as health insurance companies and HMOs, typically negotiate significant discounts with providers to arrive at an effective price that these payers will pay. As such, the provider’s list charges are not the relevant prices to determine what the

actual market price is for a given provider's health care services. Rather, the discounted rate is, generally, the actual price paid for health care services provided to commercially insured patients. This is true because contracts between hospitals and commercial payers generally provide that, except for certain non-covered services, co-payments, or deductibles, the members covered by the commercial payers do not have to pay the difference between the list charges and the negotiated discounted rate.

31. Under managed care plans, such as HMOs or preferred provider organizations, payers will enter "participating provider contracts" with providers, such as hospitals or imaging facilities, who agree to be part of a "network" of providers offering care to members at a negotiated discounted rate. Under the terms of their managed care plans ("Member Benefit Contracts"), members seeking care from network providers have either no payments or limited payments for the health care services provided. If members seek non-emergent care from providers who do not have a participating provider agreement, *i.e.*, providers who are "out-of-network," members typically have to pay a much greater portion (or in some cases all) of the health care costs, and payers often pay such providers at higher rates of reimbursement than in-network, participating providers. Network providers accept the in-network rate as payment in full. Out-of-network providers bill patients for the difference between their billed charges and the amount received as out-of-network reimbursement from the payer.

32. On or about December 5, 2005, HCA terminated the UHC Agreement, effective August 31, 2006, with "the intent of negotiations in the first quarter of 2006 on an Amendment that would become effective on 01 September 2006." Similarly, on or about June 1, 2006, HCA terminated the PacifiCare Agreement and the PacifiCare-HPA Agreement, also effective

August 31, 2006. HCA has repeatedly threatened to terminate and, in fact, has terminated the Hospital Agreements for the purpose of renegotiating substantially higher reimbursement rates.

33. Since at least 2004, HCA's hospital rates charged to United have been disproportionately higher than those of other competing hospitals. Due to its significant market share in the Denver Metro Area, its "locking-up" of physician groups through its surgical center joint ventures, its contracting and billing practices, and its market share in women's imaging services, HCA imposes significant price increases on consumers and on private payers, such as United, in their purchase of health care services for their members. In 2006, HCA's hospital rates paid by United for certain services have been on average 20 percent higher than the rates United pays other competing hospitals for the same quality services. In addition, HCA's annual rate increases charged to United have been higher than market rate increases. With respect to mammography services, HCA's list prices for United are over twice the list prices of non-HCA facilities for United in the Denver Metro Area.

34. During the latest round of failed negotiations, HCA demanded a rate increase for commercial business in excess of 35 percent over the next four years. HCA's final demand totaled over \$30 million *above the rate increases* United was willing to accept on behalf of its members and employer customers. United refused HCA's demand. In response, HCA terminated the Hospital Agreements effective midnight August 31, 2006.

VI. UNLAWFUL BEHAVIOR TO MAINTAIN MONOPOLY POWER IN IMAGING SERVICES HELD BY DEFENDANT

35. HCA did not simply stop at terminating the Hospital Agreements to force higher-than-market rates. In addition to HCA's demand to maintain its above market pricing of

general acute care hospital services, HCA took other measures to punish United, its members and its employer customers.

36. HCA is seeking to use its market power in the women's and certain other imaging services market to maintain its market share in the general acute care hospital services market, to maintain its monopoly power in women's imaging services, and to extract higher rate increases from United, its members and its employer customers.

37. UHC-Colorado and PacifiCare are parties to certain provider agreements with MIC and with Imaging Group for the provision of imaging services, including but not limited to women's imaging services, to United members (the "Imaging Agreements"). The negotiations concerning the Imaging Agreements have historically been separate and apart from the Hospital Agreements negotiations.

38. Following final termination of the Hospital Agreements by HCA, HCA separately caused the termination of the Imaging Agreements.

39. On August 9, 2006, MIC notified United that HCA "has informed [United] that the [MIC] diagnostic centers shall be included in the [Hospital Agreement] currently being negotiated. In the event that an agreement is reached, the rates of the [MIC] centers will become effective on the effective date of the [Hospital Agreement]. If no agreement is reached then the [MIC] centers will be out of network on the termination effective dates mentioned above."

40. Similarly, on August 11, 2006, Imaging Group notified United that Imaging Group centers "will become non-participating [providers] with [United] as of 09 November

2006. In the event that negotiations successfully conclude with [United], Imaging Group centers will be included in the new agreement.”

41. The Imaging Agreements were now tied to the Hospital Agreements. That is, if United wanted the HCA imaging facilities to remain within the United network, then United must agree to the terms demanded by HCA under the Hospital Agreements. Because of HCA’s market power in certain imaging services, United must pay HCA the Mammography Access Fee in order for United’s members to have continued access to these imaging services, including vital women’s imaging services, such as mammography.

42. If United does not enter into a new Hospital Agreement with HCA and pay the Mammography Access Fee, United and its employer customers and members will be faced with an even greater, more serious financial burden. If HCA is permitted to refuse to enter into a new Hospital Agreement, except on terms which maintain its above market prices and which effectively tie access to imaging services to such higher hospital rates through the Mammography Access Fee, HCA will be able to bill its list charges which are significantly higher than any other provider in the Denver Metro Area, and members and employers will be responsible for paying all costs in excess of members’ out-of-network benefits for non-emergent services. A result of HCA’s actions will be higher prices for United, its members and its employer customers.

43. Due to HCA’s market share in imaging services and the current lack of readily accessible alternatives for women’s imaging services such as mammography, United’s members will be forced to use HCA facilities in an out-of-network capacity, in spite of the

higher rates, or they will be faced with even longer waits for certain imaging services, within the attendant increased health risks of delayed diagnosis and treatment.

VII. OTHER PREDATORY AND UNLAWFUL ACTS: UNLAWFUL DISTRIBUTION OF UNITED CUSTOMER INFORMATION AND INTERFERENCE WITH UNITED MEMBERS AND OTHER NETWORK PROVIDERS TO PUNISH UNITED AND MAINTAIN HIGH PRICES

44. In addition to its attempts to maintain its market power in certain imaging services, including women's imaging services such as mammography, its abuse of market power through its Mammography Access Fee demand, and its efforts to obtain and maintain above market rates for hospital services, HCA has also: (1) unlawfully disseminated confidential information to United's competitors without authorization; (2) directly interfered with United's contractual obligations to communicate with its members so that they can have continued access to cost-efficient care and avoid potentially significant personal liability for costs associated with out-of-network care; (3) threatened existing physician group network providers and encouraged others to send United members to HealthONE; and (4) publicly acted to encourage United members and employer customers to take their business to other insurers who presumably are willing to pay HCA's above market rates, all as a part of a scheme to punish United for refusing to continue to pay above market rates.

A. Disclosure of Customer Data: Proving Intent to Leverage Imaging Services and to Punish United by Undermining its Business

45. HCA made its intent clear to connect the negotiations on the Hospital Agreements to United's members' continued access to HCA's imaging services. On July 21, 2006, during the ongoing contract negotiations between the parties, Leonard Kalm, Senior Vice President of Managed Care for HealthONE, sent an e-mail to a third-party health care insurance

broker who sells insurance coverage to employers on behalf of United's competitors, to address the state of negotiations concerning the Hospital Agreements.

46. In the e-mail message, Mr. Kalm stated the following:

[To:_] – I honestly give this an 80% chance of going to termination on 9/1. We met for 12 hours with no success, and both parties are preparing for 9/1. They are trying to redirect care, inform [patients]; we are telling docs not to move.; telling employers to complain, and *I am just about to term all the Invision/SallyJobe/Imaging Group locations that will remove 14 more sites from their network. This will eliminate about 70% of where mammographies are done today and really the top-notch quality sites. . . .*

(Emphasis added.)

47. Upon information and belief, Mr. Kalm disclosed further details of the negotiations that included proprietary business information of United.

48. After arming the third-party health care insurance broker with this information, Mr. Kalm informed that person that he/she should obtain a list of United customers ("500 employer groups") that Mr. Kalm previously sent to one of United's competitors, Great-West Life & Annuity Insurance Company ("Great West"). With that list, Mr. Kalm implored the third-party health care insurance broker to urge those customers to switch carriers. Mr. Kalm encouraged this broker to "[P]lease help move business. Call them. Go for it."

49. Upon information and belief, Mr. Kalm took confidential information of United about its customers, *i.e.*, the employers of United's members, and sent that list to Great West. Upon information and belief, this list contained the identity of at least 500 United employer groups.

50. United's customer list took years to create. A competitor of United would gain a significant competitive advantage by using the list to contact United's employer customers at a time when United was in the midst of contract renegotiations and immediately prior to the critical fall renewal period for employers' business. This information is not publicly available and Mr. Kalm had no authorization to send this information to anyone.

51. Upon information and belief, the customer list sent to Great West included the names and contact information of United customers.

52. Upon information and belief, Mr. Kalm or other HealthONE employees or staff, acting without United's permission, accessed computers containing United data and customer/member lists, and e-mailed this information to Great West.

53. Upon information and belief, Mr. Kalm, acting without the permission of United, also e-mailed these United customer lists to other competing third-party insurance companies, including at least Aetna and CIGNA HealthCare of Colorado ("CIGNA").

54. HealthONE and Mr. Kalm e-mailed this confidential information to United's competitors so that the competitors would use the information to target United employer customers to switch carriers.

55. As a result, Mr. Kalm and HealthONE would either: (1) improve their negotiating position because United was having to cope with losing a significant number of customers as negotiations and publicity about the negotiations were ongoing, or (2) fill otherwise empty hospital beds with other insurance companies' members following expiration of the Hospital Agreements.

56. Upon information and belief, shortly after the release of this information, at least one large United customer group moved their company's business from United to CIGNA in response to contact from CIGNA as a result of Mr. Kalm's actions.

57. United does not disclose its customer lists and confidential information to unaffiliated third parties and maintains protections on this highly confidential customer information so that disclosures of such information do not occur.

58. In communications with United, HealthONE admitted that Mr. Kalm sent United's customer information to at least one third party.

B. Interference with United's Efforts to Communicate with its Members to Keep Health Costs Affordable

59. Through its Member Benefits Contracts, United has an obligation to assist its members in obtaining economical medical benefits. In addition, United has an obligation to its employer customers with self-funded benefit plans to provide access to cost efficient health care services.

60. Network providers who have negotiated lower rates with United provide the most economical treatment for United members. Network providers are more economical for members because members typically pay a lower percentage of medical costs for in-network treatment.

61. Like its members, United also must often pay higher costs for its portion of medical services its members receive from out-of-network providers.

62. Thus, whenever possible, United seeks to assist and advise its members in obtaining in-network medical services. This advice is particularly critical for members who have been admitted for emergency services. United provides the same coverage for emergency

medical services whether a member is treated by an in-network or out-of-network provider. At some point after the patient's condition has stabilized, however, the member will incur charges that will vary significantly depending on the provider's in-network or out-of-network status. Therefore, United seeks to advise its members on when they may begin to incur out-of-network charges and informs them of in-network alternatives for continued treatment so the member can understand how to maximize his or her benefits through the choice of where to receive services.

63. HCA is aware of United's obligations to its members and its employer customers with self-funded benefit plans to assist them in obtaining affordable health care. Indeed, prior to the terminations, HCA assisted United in meeting this obligation. For example, it allowed PacifiCare to monitor its members' admissions to HCA facilities through HCA's Meditech system. In addition, HCA registered UHC-Colorado members on UHC-Colorado's website portal ("Portal") when admitting them to HCA facilities.

64. These notifications permit United to begin monitoring the medical services its members receive, and allow United to assist members in determining whether more economical sources of treatment are available, to ensure appropriate post-hospital care is arranged, such as home health care, upon discharge, and to coordinate beneficial disease management and care management programs.

65. In addition, HCA has allowed Nurse Advocates from PacifiCare and UHC-Colorado to assist and advise patients at their facilities. These Nurse Advocates, who are registered nurses, advise patients who are United members on the terms of their coverage, suggest in-network alternate care services, and facilitate discharge planning.

66. The Nurse Advocates are a vital tool in coordinating disease management and care management programs. For example, within 24 to 48 hours prior to discharge, the Nurse Advocates ensure that United members have the appropriate medications to take home, have follow-up appointments, and understand the discharge instructions. The purpose of the disease management and care management programs is to facilitate better and coordinated care to the patient which translates to fewer trips to the hospital and ultimately lower health care costs. By denying members access to Nurse Advocates, however, HCA is preventing these important health care objectives. In short, HCA is purposely making the health care system at its hospitals work in an even less coordinated manner, choosing to degrade patients' health care experiences in order to gain a tactical advantage in a business dispute with United.

67. Since the termination of the Hospital Agreements effective September 1, 2006, most medical treatment received by United members at HCA facilities is considered out-of-network treatment.

68. On information and belief, HCA is aware that United's obligation to assist its members in obtaining quality, economical health care continues, despite the termination of the Hospital Agreements.

69. Nonetheless, on or about August 31, 2006, HCA terminated PacifiCare's access to the Meditech system, and HCA stopped registering UHC-Colorado's members on the Portal. Furthermore, HCA has declined to provide member room numbers when requested by United thereby preventing United from directly contacting its members by telephone.

70. In addition, on or about September 1, 2006, HCA barred United's Nurse Advocates from its facilities. With only a few exceptions, HCA has prohibited the Nurse Advocates from contacting United members at HCA facilities since September 1, 2006.

71. It is even more important now, after the termination of the Hospital Agreements, that United have access to its members at HCA facilities (at a minimum telephonically) so that it can advise its members on more economical sources of treatment. Because of HCA's out-of-network status and efforts to restrict United's access to its members, United, its members and its employer customers will suffer by paying significantly higher than necessary out-of-network costs for services provided at HCA facilities. As a result, HCA will be able to enrich itself by charging list charges for its services as opposed to discounted rates, all to the detriment of United's members and its Colorado employer customers. Indeed, only HCA stands to benefit from preventing United's access to its members.

C. Threats to Other Network Providers

72. Because of its dominance in the market and through the use of its anticompetitive contracting practices, HCA is able to influence and pressure other providers, specifically physicians, who also need access to the HCA Hospitals for their patients.

73. In addition to hospital providers, United also contracts with physicians and physician groups for the provision of professional physician services to United members.

74. On information and belief, at least one physician practice group within the United network informed United that HealthONE threatened the group with financial retaliation if the group transferred *any* patients to non-HCA facilities within United's provider network.

75. Further, on information and belief, at least two physician groups within the United network informed United that HCA has told the groups to send their United members to HCA knowing full-well that HCA Hospitals are “out-of-network.” HCA claimed that it would treat the patient claims as “in-network” and waive member owed amounts. HCA knows that it cannot do this and that this effort to induce patients and possibly expose them to higher out-of-network costs is improper.

D. Public Effort to Punish United and Send Its Members to Payers Willing to Pay HCA’s Above Market Prices

76. To further squeeze United and its members, HCA is encouraging members and employer groups to terminate their existing contractual relationships with United and seek other insurers willing to pay HCA’s rates.

77. On or about August 31, 2006, HealthONE placed the following statement on its website: “[O]n September 1, UnitedHealthcare, including PacifiCare and SecureHorizons, dropped HealthONE hospitals and ambulatory surgical centers from its insurance networks.” (emphasis added.) HealthONE’s website then proceeds to state the following:

There are many other insurance choices available.

UnitedHealthcare is now the only major insurance company in metro Denver that does not include HealthONE in its network. We encourage UnitedHealthcare members to speak with your employers about the many options available, including changing health plans so you may continue to access HealthONE facilities. We have contracts with every other health insurer in the State - Aetna, Anthem, CIGNA, Great West, Humana, Rocky Mountain Health Plans, Sloans Lake, and others.

78. The above statement is a materially false and misleading statement regarding United’s services, goods, and business.

79. In addition to placing this false and misleading information on its website, HCA has issued press releases and published newspaper advertisements also falsely stating that United “dropped” HealthONE, when in fact it was HCA who terminated its contracts with United.

80. In addition to making false and misleading statements to the public at large, HCA directly contacted United’s insureds in an effort to further encourage insureds and sponsors to leave United’s coverage. For example, on September 6, 2006, a HealthONE employee sent an email to one of United’s insureds, informing the insured that despite no longer being a United in-network provider, HealthONE “would be willing to charge you as if we were still in network,” leaving the insured responsible only for any in-network deductible and co-pay amounts. Those promises directly contravene Colorado Statute § 18-13-119, which prohibits health care providers from waiving insurance deductibles and co-payments.

81. Moreover, on September 12, 2006, a United employer sponsor received a voicemail message from a HealthONE employee informing the sponsor that United had “dropped” HealthONE from its network and wanted to insure that the sponsor’s employees received the highest quality healthcare. In an attempt to induce the sponsor to switch insurance providers, the HealthONE employee further informed the sponsor that United was the only insurance provider that would not allow HealthONE providers to see its patients.

82. HCA’s private efforts to encourage members and employer sponsors to leave United through HCA’s dissemination of United confidential customer information, and HCA’s public efforts through its false and misleading statements on its website, and in its press

releases and advertisements are part of an orchestrated scheme to either force United to agree to above market rates or to increase the membership of insurers willing to pay such rates to HCA.

VIII. CLAIMS FOR RELIEF

FIRST CLAIM FOR RELIEF (Federal Antitrust Violation: Monopolization Against Defendants HCA, MIC and Imaging Group)

83. United incorporates the foregoing paragraphs as if fully set forth herein.

84. The Denver Metro Area is or encompasses the relevant geographic market for both general acute care hospital services and imaging services.

85. HCA possesses dominant market power in certain imaging services, including but not limited to 70 percent of the women's imaging services market, which includes mammography services, provided in the Denver Metro Area. With respect to mammography services, HCA's list prices for United are over twice the list prices of non-HCA facilities for United in the Denver Metro Area.

86. HCA controls, owns or operates at least 31 percent of the licensed general acute care hospital beds in the Denver Metro Area and possesses a 35 percent share of the general acute care hospital services market based on inpatient discharges.

87. HCA has monopoly power in the relevant market due to its dominant market share in certain imaging services, including women's imaging services, such as mammography, high barriers to entry, and the lack of significant competition in the relevant market.

88. HCA has acquired and maintained monopoly power willfully and by improper means, including its anticompetitive demands in which it has maintained its market power in certain imaging services by conditioning access to imaging services to the payment of

the Mammography Access Fee; its historic ability to maintain rates it charges United for certain hospital services an average of 20 percent above the rates of HCA's hospital service competitors for the same quality services; its illegal and improper disclosure of proprietary customer information to United's competitors in order to punish United for refusing to pay above market rates to HCA; its public efforts to encourage members and employers to sever their contractual relationships with United and enter into agreements with insurers willing to pay HCA its above market rates; and its intentional interference with United's ability to communicate with its members in order to prevent United, its members and its employer customers from avoiding significantly higher out-of-network rates. As such, HCA's actions constitute unlawful monopolization of the women's imaging services market under 15 U.S.C. § 2.

89. HCA's abuse of monopoly power has resulted in injury to competition in the relevant market and injury to consumers of certain imaging services, such as United, its customers, and its members.

SECOND CLAIM FOR RELIEF
(Federal Antitrust Violation: Attempted Monopolization
Against Defendants HCA, MIG and Imaging Group)

90. United incorporates the foregoing paragraphs as if fully set forth herein.

91. HCA has engaged in predatory and anticompetitive conduct, including its anticompetitive demands in which it has maintained its market power in certain imaging services by conditioning access to imaging services to the payment of the Mammography Access Fee; its historic ability to maintain rates it charges United for certain hospital services an average of 20 percent above the rates of HCA's hospital service competitors for the same

quality services; its illegal and improper disclosure of proprietary customer information to United's competitors in order to punish United for refusing to pay above market rates to HCA; its public efforts to encourage members and employers to sever their contractual relationships with United and enter into agreements with insurers willing to pay HCA its above market rates; and its intentional interference with United's ability to communicate with its members in order to prevent United, its members and its employer customers from avoiding significantly higher out-of-network rates.

92. HCA has engaged in such predatory and anticompetitive conduct with the specific intent of obtaining monopoly power in the relevant market.

93. There is a real and dangerous probability of HCA's succeeding in obtaining or maintaining monopoly power due to its 70 percent market share in women's imaging services, its already excessive fees for mammography services, high barriers to entry, and the lack of significant competition in the relevant market. As such, HCA's conduct is an attempt to monopolize the market for women's imaging services in violation of 15 U.S.C. § 2.

94. HCA's attempt to obtain monopoly power has resulted in injury to competition in the relevant market and injury to consumers of women's imaging services, such as United, its customers, and its members.

THIRD CLAIM FOR RELIEF
(Tortious Interference With Contract – Denying United Patient Information
Against Defendant HCA)

95. United incorporates the foregoing paragraphs as if fully set forth herein.

96. Through its Member Benefits Contracts, United has an obligation to assist its members and employer customers in obtaining appropriate and economical medical services

and to process properly its members' health care claims. In addition, United has an obligation to its employer customers with self-funded benefit plans to provide access to cost efficient services.

97. HCA is aware of United's obligations to its members and employer-sponsored, self-funded plans.

98. Despite such knowledge, HCA directly contacted United's insureds, offering to waive United's deductibles and co-payments in direct contravention of Colorado law prohibiting such waivers because they "interfere with contractual obligations entered into between the insured and the insurer."

99. HCA also is aware that United relies on its Nurse Advocates and notice of its members' admissions to assist its members in obtaining economical health services and access to beneficial ongoing care assistance programs. Until it terminated the Hospital Agreements effective midnight on August 31, 2006, HCA continued to allow such services as a benefit to hospital patients. On information and belief, HCA knew that United would rely on its Nurse Advocates and the notice of member admissions to HCA facilities after the termination of the Hospital Agreements.

100. Nonetheless, HCA intentionally barred United's Nurse Advocates from its facilities, ceased providing United notice of its members' admissions, and refused to provide room numbers of hospital patients, all for the improper purpose of limiting United's ability to assist its members and employer customers with self-funded benefit plans in obtaining access to beneficial, ongoing care coordination and assistance programs and economical medical care.

101. HCA's actions interfered with United's contracts with its members and employer customers with self-funded benefit plans by restricting United's ability to assist its members in obtaining economical medical care and to provide access to beneficial, ongoing care coordination and assistance programs.

102. HCA's activities caused and continue to cause damages to United by limiting United's ability to advise its members on lower cost, quality medical treatment, thus causing United, its members and its employer customers to incur higher than necessary costs for medical treatment of its members. HCA's activities further cause irreparable damage to United's reputation and customer goodwill, which United has built over several decades as the provider of health care insurance.

**FOURTH CLAIM FOR RELIEF
(Tortious Interference With Prospective Business Advantage Against Defendant HCA)**

103. United incorporates the foregoing paragraphs as if fully set forth herein.

104. HCA, through its employee Mr. Kalm, knowingly accessed United data and lists of customer/member confidential information via a computer and retrieved a precise list of United customers/members in the Denver Metro Area.

105. This compiling or retrieving of the HealthONE-specific United confidential customer/member information, and the use of the computer to do the same, was not authorized or known by United.

106. HCA then intentionally transmitted such information via computer and e-mail to third party competitors of United with specific instructions to attempt to get these customers to switch insurance carriers.

107. United did not authorize or have knowledge about this disclosure of its confidential customer/member information and list.

108. Such disclosure of confidential information interfered with United's business advantage with prospective customers/members by interfering with the renewal process that typically occurs between United and its customers. Specifically, these competitors received and are receiving an unfair competitive advantage with respect to United's ability to renew prospective relationships with customers/members and maintain its competitive position in the marketplace.

109. In addition, on or about September 1, 2006, HCA/HealthONE knowingly placed on its website, a materially false and misleading statement regarding the breakdown in negotiations and termination of the contract between United and HCA/HealthONE, stating that United "dropped" HealthONE hospitals, when in fact the contract had been terminated by HCA.

110. Such a materially false and misleading statement, which wrongfully placed blame on United for the termination of the contract, further interfered with United's contracts with its customers/members by causing them to terminate their relationship with United and switch to competing carriers.

111. HCA's activities caused and continue to cause damages to United by bringing about the loss of prospective customer/member relationships, loss and diminution of its competitive positions in the marketplace, and lost opportunities to capitalize on its status in the marketplace. HCA's activities further cause irreparable damage to United's reputation and

customer goodwill, which United has built over several decades as the provider of health care insurance.

FIFTH CLAIM FOR RELIEF
(Tortious Interference With Contract – Attacking United’s Employer Customer and Member Base Via Private Disclosures and Public False Statements Against Defendant HCA)

112. United incorporates the foregoing paragraphs as if fully set forth herein.

113. HCA, through its employee Mr. Kalm, knowingly accessed United data and lists of customer/member confidential information via a computer and retrieved a precise list of United customers/members in the Denver Metro Area.

114. This compiling or retrieving of the HealthONE-specific United confidential customer/member information and the use of the computer to do the same, was not authorized or known by United.

115. HCA then intentionally transmitted such information via computer and e-mail to United’s competitors with the instructions to go after United customers for the purpose of taking business away from United.

116. United did not authorize or have knowledge about this disclosure of its confidential customer/member information and list.

117. Such disclosure of information interfered with United’s contracts with its current customers/members by causing them to terminate their relationship with United and switch to competing carriers.

118. In addition, on or about September 1, 2006, HCA/HealthONE knowingly placed on its website, a materially false and misleading statement regarding the breakdown in negotiations and termination of the contract between United and HCA/HealthONE, stating that

United “dropped” HealthONE hospitals, when in fact the contract had been terminated by HCA.

119. Such a materially false and misleading statement, which wrongfully placed blame on United for the termination of the contract, further interfered with United’s contracts with its customers/members by causing them to terminate their relationship with United and switch to competing carriers.

120. HCA’s activities caused and continue to cause damages to United by bringing about the loss of current customer/member relationships, loss and diminution of its competitive positions in the marketplace, and lost opportunities to capitalize on its status in the marketplace. HCA’s activities further cause irreparable damage to United’s reputation and customer goodwill, which United has built over several decades as the provider of health care insurance.

**SIXTH CLAIM FOR RELIEF
(Conversion Against Defendant HCA)**

121. United incorporates the foregoing paragraphs as if fully set forth herein.

122. HealthONE has access to United’s confidential customer/member information and lists for very limited purposes.

123. This information was to be kept secret and was not to be disclosed to third parties.

124. HealthONE, through its employee Mr. Kalm, did knowingly take United’s confidential customer/member information and provide it to at least Great West, and upon information and belief, other third-party competitors of United in total disregard of United’s rights.

125. This unlawful taking of United's confidential customer/member information and lists to third-party competitors caused and continues to cause damages to United by bringing about the loss of customer/member relationships, loss and diminution of its competitive positions in the marketplace, loss of prospective customers/member relationships, and lost opportunities to capitalize on its status in the marketplace.

**SEVENTH CLAIM FOR RELIEF
(Violation of The Colorado Consumer Protection Act/Deceptive Trade Practices Act
[C.R.S. 6-1-101 *et seq.*] Against Defendant HCA)**

126. United incorporates the foregoing paragraphs as if fully set forth herein.

127. On or about August 31, 2006, HealthONE knowingly and intentionally placed the following materially false and misleading posting on its website, (www.healthonecares.com):

“[O]n September 1, UnitedHealthcare, including PacifiCare and SecureHorizons, dropped HealthONE hospitals and ambulatory surgical centers from its insurance networks...”

128. Such a statement disparages United's services and business in that it falsely identifies and places blame on United for the termination of the contract with HCA when HCA itself terminated the contracts. Such a false disparagement is an intentional attempt to steer customer/members away from United's goods and services.

129. The posting of this materially false and misleading statement on the HealthONE website occurred during the course of HealthONE's business.

130. The posting of this materially false and misleading statement on the HealthONE website significantly impacts the public in that there are hundreds of thousands of persons in

the Denver metro area currently insured by United, and at least one million other potential insureds who will be misled by this false statement.

131. United has been damaged by the posting of this materially false and misleading statement manifested by the expected loss of United customers/members. United has been further damaged by the loss and diminution of its competitive positions in the marketplace, loss of prospective customers/member relationships, and lost opportunities to capitalize on its status in the marketplace. HCA's activities further cause irreparable damage to United's reputation and customer goodwill, which United has built over several decades as the provider of health care insurance.

132. HealthONE's posting of this materially false and misleading statement is the direct and proximate cause of United's lost customers/members and the loss and diminution of its competitive positions in the marketplace, loss of prospective customers/member relationships, and lost opportunities to capitalize on its status in the marketplace. The posting is also the direct and proximate cause of irreparable damage to United's reputation and goodwill.

133. On or about September 6, 2006, HealthONE knowingly and intentionally sent an email to United's insured, informing the insured that HealthONE would charge the insured as if HealthONE were still an in-network provider, and offering to waive any deductible or co-payment in excess of the in-network rates. That information was materially misleading.

134. Such statements concerning United's services are misleading in that they fail to apprise the insured of the reason for the waiver of the insured's copay or price reduction, and fail to inform the insured that United will be charged as if the insured attended an out-of-

network provider. The statements thus fail to disclose material information concerning United's services.

135. That information was known to HealthONE at the time it made the statements and was an intentional attempt to induce United's customer/members into attending HealthONE's facilities, rather than an in-network United facility.

136. Such statements were in direct violation of Colorado Statute § 18-13-119, which prohibits the elimination of co-payments or deductibles that are contractually required between an insured and its insurance company.

137. The misleading letters and emails were sent in the course of HealthONE's business.

138. Such misleading emails significantly impacts the public in that they were sent to an unknown but large number of persons in the Denver metro area that are currently insured by United. The practice of eliminating co-payments and deductibles further significantly impacts the public because it has the effect of increasing health care costs by removing the incentive that co-payments and deductibles create in making the consumer a cost-conscious purchaser of health care and the advertising of such practices aggravates the adverse financial and other impacts upon recipients of health care.

139. United has been damaged by HealthONE's misleading statements and deceptive practices as it has been required to reimburse HealthONE based on out-of-network rates, rather than the in-network co-payment and deductible rates offered to United's insureds. United has been further damaged United has been further damaged by the loss and diminution of its competitive positions in the marketplace, and lost opportunities to capitalize on its status in the

marketplace. HCA's activities further cause irreparable damage to United's reputation and customer goodwill, which United has built over several decades as the provider of health care insurance.

140. HealthONE's misleading statements and deceptive practices are the direct and proximate cause of United's increased costs, loss and diminution of its competitive positions in the marketplace, and lost opportunities to capitalize on its status in the marketplace. The statements and practices are also the direct and proximate cause of irreparable damage to United's reputation and goodwill.

EIGHTH CLAIM FOR RELIEF
(Violation of The Computer Fraud and Abuse Act [18 U.S.C. § 1030]
Against Defendant HCA)

141. United incorporates the foregoing paragraphs as if fully set forth herein.

142. At HealthONE and HCA, Mr. Kalm had access to and used computers containing United's confidential customer/member information, which were, upon information and belief, connected to HealthONE's and/or HCA's secure Intranet and the Internet (or World Wide Web). Upon information and belief, this Intranet and/or computers contained United's customer/member information that was not available to the general public.

143. Upon information and belief, these computers were and are attached to the Internet (or World Wide Web) and were and are used in interstate commerce.

144. On or before July 21, 2006, HCA did knowingly access the HealthONE and/or HCA Intranet, via a computer, without authorization, and/or exceeded his authority to access such Intranet via a computer to retrieve, download, or otherwise attain United's

customer/member information for the purpose of transmitting such information to Great West and upon information and belief, other third-party competitors of United.

145. In a July 21, 2006 e-mail, HCA, through its employee Mr. Kalm, did knowingly transmit such United confidential customer/member information to Great West.

146. Upon information and belief, this transmission was made with the knowledge and belief that Great West and perhaps other third-party competitors would use United confidential customer/member information stored on computers to unfairly target United customers/members.

147. As a result of this unauthorized access and/or unauthorized exceeding of access and transmission of the above information, United has suffered direct and proximate losses and/or damages in an amount exceeding \$5,000.

148. This unlawful taking of United's confidential customer/member information and the dissemination of those lists to third-party competitors caused and continues to cause damages to United by bringing about the loss of customer/member relationships, loss and diminution of its competitive positions in the marketplace, loss of prospective customers/member relationships, and lost opportunities to capitalize on its status in the marketplace.

IX. PRAYER FOR RELIEF

WHEREFORE United requests that this Court enter judgment in its favor granting the following relief:

1. For damages, in an amount to be determined and to be trebled in accordance with Section 4 of the Clayton Act, 15 U.S.C. § 15, along with reasonable attorneys' fees, costs, and disbursements;

2. For all damages incurred by Plaintiffs as a result of Defendants' wrongful conduct, including treble damages pursuant to CRS § 6-1-113, in an amount to be proven at trial, along with reasonable attorneys' fees, costs, and disbursements;

3. For an injunction against Defendants in such form as this Court may deem just and proper restraining violations by Defendants of the antitrust laws of the United States as described in this Complaint;

4. For Plaintiffs' reasonable attorney's fees, costs and expenses; and

5. For an award of such other and further relief as this Court deems just and proper.

X. JURY DEMAND

Pursuant to Fed. R. Civ. P. 38, United hereby demands a trial by jury of all issues so triable.

Respectfully submitted this 18th day of September, 2006.

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