

STATE OF MINNESOTA
COUNTY OF HENNEPIN

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DISTRICT COURT
FOURTH JUDICIAL DISTRICT

NEW MILLENNIUM CONSULTING, INC.,
a Minnesota corporation, PACIFIC
MANAGEMENT SYSTEMS, INC., a
California corporation, for themselves and on
behalf of all others similarly situated,

CASE NO. _____

Plaintiffs,

COMPLAINT

CLASS ACTION

Jury Trial Demanded

v

UNITED HEALTHCARE SERVICES, INC.,
a Minnesota corporation,

Defendant.

The Plaintiffs named above, individually, and on behalf of all others similarly situated, including putative Class Members as described in paragraph 26 below, and based on their own knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, state:

THE PARTIES

1. Plaintiff New Millennium Consulting, Inc. ("New Millennium") is a Minnesota corporation. The transactions described herein and the services rendered by New Millennium occurred entirely in the State of Minnesota.
2. Plaintiff Pacific Management Systems, Inc. ("Pacific Management") is a California corporation. The transactions described herein and the services rendered by Pacific Management occurred primarily in the State of California.
3. Defendant United HealthCare Services, Inc. ("UHS") is a Minnesota corporation engaged in business in this state and elsewhere. It is a wholly owned subsidiary of UnitedHealth

Group. Inc., a Minnesota corporation, which directly or indirectly owns or controls 200 or more corporations and subsidiaries.

FACTUAL ALLEGATIONS

4. This case is brought by two information technology (“IT”) consulting firms (“Plaintiffs”) on behalf of themselves and (they believe) approximately 80 to 100 other IT consulting firms similarly situated, to recover from UHS monies they are owed for services rendered directly to (and under the direct supervision of) UHS during the “unpaid period” of November 11, 2007 to December 8, 2007. Plaintiffs believe that UHS has refused to pay this putative class of IT consulting firms an aggregate total of approximately \$13 million for the unpaid period.

5. UHS, which is part of the nation’s largest healthcare conglomerate, has for many years been a heavy user of IT consulting firms for high-end information technology work. In some cases, the IT consulting firms provided only a single IT consultant. In others, the IT consulting firm provided many IT consultants whose services were dedicated exclusively to UHS. For years, UHS managed these relationships directly and directly paid the IT consulting firms monthly.

6. During or before 2001, UHS began to use a third party “vendor management” company to manage and oversee all UHS dealings with its IT consulting firms. In theory, this new relationship allowed UHS to manage only one contract (with the vendor management company—in this case a company called Chimes, Inc. (“Chimes”))—and the vendor management company (Chimes) would manage and oversee the dozens—or hundreds—of contracts with the many IT consulting firms that provided consultants to UHS. Chimes did not employ any IT consultants; it acted merely as a conduit. Because it did not employ any IT

consultants, Chimes was considered to be “vendor neutral”, a perceived advantage to UHS in the selection and management of UHS’s contingent IT consulting workforce because it eliminates vendor bias in the selection and management decisions.

7. A true and correct copy of the January 1, 2007 iteration of the Agreement for Centralized Vendor Management Services (“CVM Agreement”) between UHS and Chimes is attached to this Complaint as **Exhibit 1**. This and all exhibits attached to this Complaint are by reference incorporated and made a part hereof. The CVM Agreement between UHS and Chimes (**Exhibit 1**) is by its terms subject to the law of the State of Minnesota and contains a forum selection clause calling for jurisdiction in the state or federal courts of the state of Minnesota in the County of Hennepin.

8. Under the CVM Agreement, UHS contracted with Chimes to manage its vendor relationships. The general purpose of the CVM Agreement is succinctly stated in its third recital: “Customer [UHS] desires to obtain Centralized Vendor Management Services in connection with its use of systems consultants and Chimes desires to provide such services to customer.” Chimes in turn executed the standardized form of Subcontract Supplier Agreement (“SSA Agreement”), with each of the IT consulting firms that would provide the IT consultants who would perform the required services. The SSA Agreements executed by Plaintiffs and the other IT consulting firms were in all material respects identical. A true and correct copy of the executed SSA Agreement between Plaintiff New Millennium and Chimes dated December 20, 2005 is attached hereto as **Exhibit 2**. On information and belief, all terms of the standardized SSA Agreement were subject to review and approval by UHS.

9. The Chimes business was sold in an asset sale in early 2007 to Diversity MSP, Inc., a subsidiary of Axiom International, Inc. Diversity MSP, Inc. did business under the name

of Ensemble Chimes Global (“ECG”). While Ensemble Chimes Global was, after the 2007 asset sale, generally referred to as “ECG”, the business structure and the employees and locations of the Chimes business remained unchanged. For this Complaint, the references applicable to both entities will use the identifier “Chimes/ECG”. Following its acquisition of the Chimes business, ECG required the IT consulting firms to execute new SSA Agreements. A specimen (unexecuted) copy of the replacement SSA Agreement sent to (and, on information and belief, executed by) Plaintiff New Millennium and ECG is attached as **Exhibit 3**. Both the SSA Agreement between Chimes and New Millennium (**Exhibit 2**) and the successor SSA Agreement between ECG and New Millennium (**Exhibit 3**) provide that the law of the State of New York controls, and that any litigation must be commenced in the federal or state courts of the State of New York located in the County of New York.

10. On information and belief, UHS and ECG signed a new CVM Agreement. However, UHS has affirmed in a related proceeding that the CVM Agreement dated January 1, 2007 with Chimes remained in effect following Chimes’ sale to ECG. On information and belief, the successor agreement between UHS and ECG contains materially identical provisions, including the choice of law and forum selection provisions as the CVM Agreement dated January 1, 2007.

11. Under this “vendor management system” each of the following statements can and will be shown to be true; most are derived directly from the language of the CVM Agreement and the SSA Agreement:

- a. Any and all actual work done by the IT consulting firms for which compensation was paid was work done solely for the benefit of UHS.

- a. All work done by the IT consulting firms immediately became the exclusive property of UHS during and upon completion.
- b. The precise work to be done for UHS by the employees and subcontractors of the IT consulting firms who signed contracts with Chimes / ECG was described on Assignment Orders (given by UHS to Chimes/ECG, often specifying the particular individual or consulting firm UHS wanted to perform the work); all such persons were subject to full background investigations that were subject to detailed specifications set by UHS.
- c. UHS could reject or terminate any IT consulting firm at will, without condition or recourse.
- d. UHS was specifically named as a third party beneficiary in all SSA Agreements between Chimes/ECG and the IT consulting firms.
- e. Any and all work done by every IT consulting firm could be performed at, and only at, the request of UHS.
- f. All work done was done to the precise specifications set by UHS, and only by UHS.
- g. All work done was done at rates set by UHS.
- h. All work done was supervised directly and exclusively by UHS.
- i. Most work done was done at the workplace of UHS.
- j. Chimes/ECG personnel who were assigned operational responsibility for identifying and contracting with vendors such as Plaintiffs and other consulting firms were officed on-site in UHS facilities in Minnesota and

other locations, and UHS could demand that those Chimes/ECG employees be immediately replaced by Chimes/ECG at any time.

- k. UHS had the unilateral right to decline to accept services of any individual employee of Plaintiffs and the other IT consulting firms.
- l. UHS had full access to all Chimes/ECG electronic records pertaining to Plaintiffs and the other IT consulting firms
- m. UHS at all times had the right to audit Chimes/ECG financial records and to audit Chimes/ECG's general controls, practices and procedures, as well as the efficiency of Chimes/ECG operations.
- n. All employees of Plaintiffs and the other IT consulting firms were at all times (while performing work on behalf of UHS) required:
 - i. To abide by UHS policies and practices;
 - ii. To submit to UHS drug testing;
 - iii. To use the UHS email system;
 - iv. To assign to UHS (in advance) all right, title, and interest in and to their intellectual properties, inventions, processes and techniques developed during performance of the assigned work;
 - v. To enter into an agreement with UHS whereby the each individual supplied to fulfill the needs of UHS under a given Assignment Order agreed not to hire or attempt to hire any UHS employee for a period of one year following termination of the UHS-assigned work;

- o. UHS had the unilateral right at any time to cancel any work assignment or project on which employees or subcontractors of Plaintiffs and the other IT consulting firms were working at any time;
- p. UHS had the unilateral right at any time to “remove” any employee or subcontractor of Plaintiffs and the other IT consulting firms at any time;
- q. UHS had the unilateral right at any time, upon 5 days notice, to receive an assignment of all SSA Agreements then in effect between Chimes/ECG and any or all IT consulting firms;
- r. In the event of termination of the contract between UHS and Chimes/ECG, all of the contracts between Chimes/ECG and the consulting firms were *automatically* assigned to UHS.
- s. All IT consulting firms that wanted to provide IT consulting services to UHS were required to work through Chimes/ECG vendor management system; no alternative was available.

12. In stark contrast to the constant and omnipresent authority exercised by UHS relative to Plaintiffs and the other IT consulting firms, Chimes/ECG had little or (in some cases) no actual contact with the IT consulting firms other than as payor of the monthly check. For many IT consulting firms, the only contact with Chimes/ECG was through the Chimes/ECG website. No IT consulting firm performed actual work for Chimes/ECG; no firm was assigned work that was supervised by a Chimes/ECG employee; Chimes/ECG had no right even to see, let alone to own, the work product created by the IT consulting firms. Ultimately, Chimes/ECG was neither more nor less than a third party payroll service for IT consultants that performed some additional ministerial functions such as security screening.

13. On or about January 8, 2008, bankruptcy proceedings were initiated in the Central District of California by an affiliated consortium of approximately 37 entities, collectively referred to herein as “The Axiom Group”, of which ECG is one.

14. Prior to the bankruptcy filing, Assignment Orders were generated and approved by UHS and Chimes/ECG. The Assignment Order set forth the requirements of the assignment given to the IT consulting firm. Assignment Orders generally continued for an extended period of time. A true and correct copy of an Assignment Order under which Plaintiff New Millennium provided services to UHS is attached hereto as **Exhibit 4**. The SSA Agreements also required the IT consulting firms to enter their billing/time records into the Chimes/ECG computerized vendor management system. As required by the SSA Agreements, these billing/time records were then approved by UHS before payment. Upon approval, UHS would pay Chimes/ECG who would in turn pay the amount due to the various IT consulting firms. An inherent delay occurred so that payment to the IT consulting firms was made approximately one month after the services were rendered.

15. At the time of the bankruptcy filing, Plaintiffs and the other IT consultants had submitted billing time records for the period November 11, 2007 through December 8, 2007 (the “November Billing Period”). New Millennium’s and Pacific Management’s unpaid invoices for the November Billing Period are in the amounts of \$34,258.60 and \$26,352.00, respectively. On information and belief, (a) the November Billing Period had been reviewed and approved by UHS; (b) payment for this period was sent by UHS to ECG; and, (c) ECG did not in turn make payment for this period to Plaintiffs and the other IT consulting firms. In addition, Plaintiffs and the other IT consulting firms had provided services to UHS for the period December 9, 2007

through January 8, 2008 (the “December Billing Period”) which had at that time not been reviewed, approved or paid for by UHS.

16. ECG’s bankruptcy left UHS in a dire predicament; its entire contingent IT consultant workforce was potentially unavailable because of their contractual relationship with ECG. Without these IT consultants UHS’s business operation would be materially adversely impacted.

17. In light of this predicament, UHS took the following actions:

- a. UHS, on information and belief, immediately hired all ECG employees it needed to continue to service UHS’s IT consulting firms. These employees continued to do the same work as before, but now as employees of UHS.
- b. UHS began to communicate assurances to existing IT consulting firms that UHS would endeavor to fill the “payment hole” created by the ECG bankruptcy. The assurances were made to induce the IT consulting firms to continue to provide IT consultants while UHS worked through the current situation. True and correct copies of certain written communications from UHS to the IT consulting firms are attached as **Exhibit 5**.
- c. UHS sought and received permission from ECG’s bankruptcy trustee to contract directly with Plaintiffs and the other IT consulting firms that were parties to SSA Agreements with ECG.
- d. UHS unilaterally paid Plaintiffs and the other IT consulting firms directly for the work they had done during the December Billing Period, even

though these services were rendered while the SSA Agreements with ECG were still fully in place.

- e. By the end of January 2008, UHS entered into a separate “Contract Supplier Agreement (IT Services)” with each of the Plaintiffs and the other IT consulting firms. The new Contract Supplier Agreement was a direct contract between UHS and an IT consulting firm and in all material respects was identical to the Chimes/ECG SSA Agreement that it superseded, except that Chimes/ECG was removed from the relationship. A true and correct copy of the executed Contract Supplier Agreement between Plaintiff New Millennium and UHS executed in late January 2008 and dated as of January 9, 2008 is attached hereto as **Exhibit 6**. The Contract Supplier Agreement between UHS and New Millennium (**Exhibit 6**) provides that the law of the State of Minnesota controls, and that any litigation must be commenced in the federal or state courts of the State of Minnesota.
- f. On information and belief, UHS later entered into a new vendor management system arrangement with Fieldglass, Inc., to perform certain of the vendor management and other ministerial functions that were previously performed by Chimes/ECG. Notwithstanding its new relationship with Fieldglass, UHS continues its direct contractual relationship with the IT consulting firms under the Contract Supplier Agreements, including the payment function, which at the date of this Complaint remains the sole responsibility of UHS.

18. Plaintiffs and the other IT consulting firms have requested that UHS pay them for the November Billing Period. To date, UHS has not paid Plaintiffs or the other IT consulting firms for the November Billing Period. It is estimated that the total amount remaining unpaid for the November Billing Period approximates \$13 million dollars.

19. In addition, Plaintiffs and, on information and belief, all other IT consulting firms similarly situated have or will receive notice from the trustee of the ECG bankruptcy that the trustee intends to initiate (and is in the process of initiating) preference proceedings against Plaintiffs and all other IT consulting firms, claiming that they must pay back all monies paid to them by ECG during the 90-day period preceding the January 8, 2008 bankruptcy filing - i.e., three months of fees paid for work done for and on behalf of UHS. Despite demand for indemnification, UHS denies it must indemnify Plaintiffs and other IT consulting firms from this additional loss. The aggregate amount of this loss to Class Members could be in the range of \$39 million.

**JURISDICTION AND VENUE;
CHOICE OF LAW AND FORUM ISSUES**

20. This Court has subject matter jurisdiction because this action arises under the common law of and the rules pertaining to class actions in the State of Minnesota.

21. Venue is appropriate because acts and transactions occurred here, services contemplated by the contracts in dispute were performed here, and Defendant UHS is incorporated and transacts business here. In addition, (a) the CVM Agreement (and therefore the nature of the contractual relationship) between UHS and ECG is governed by Minnesota law; and (b) the CVM Agreement and the Contract Supplier Agreement (IT Services) both contain

forum selection clauses requiring that litigation arising out of those contract be brought in the federal or state courts of Minnesota .

22. At the time the SSA Agreements between ECG and Plaintiffs were executed, neither party to the contract was a New York corporation; no duties by either party were required to be performed in the State of New York, and neither party had it primary offices in the State of New York. On information and belief, the same is true of all or nearly all putative Class Members, but Plaintiffs at this time cannot aver that no putative Class Member is a New York corporation or has a primary place of business in New York.

23. Regardless of the home office or state of incorporation of some Class Members, Plaintiffs assert that the choice of law and forum selection clauses in the SSA Agreements are arbitrary and void as against public policy, as the issues raised in this Complaint neither involve nor invoke any meaningful connection with the State of New York.

24. While plaintiffs commence this action in the state courts of the State of Minnesota on the legal assumption and contention that Minnesota law determines whether the relationship between UHS and ECG is or was a principal-agent relationship (either directly or as a result of UHS controlling the relationship to the extent that it is liable for the acts of ECG), Plaintiffs intend to file suit in the state courts of New York in order to preserve the possibility that UHS (if it chooses to or is found to stand in the shoes of ECG as a party to the SSA Agreements, and thus to invoke its forum selection provisions) will invoke the two-year limitation on filing claims for nonpayment found in the SSA Agreement. As this action is commenced, Plaintiffs cannot assume that a resolution of venue issues in the Minnesota courts will occur in time to permit re-filing (if necessary) in New York.

DISCLAIMER

25. Nothing in this Complaint is intended to assert or suggest that any employee of any Plaintiff or putative Class Member is or was at any relevant time or for any relevant purpose an employee of UHS or Chimes/ECG. All allegations are intended to sound in contract, agency, unjust enrichment, equity and declaratory judgment; no relief is sought that does or would imply a direct employment relationship between UHS and any individual associated with any Plaintiff or putative Class Member.

CLASS ACTION ALLEGATIONS

26. This action is properly maintainable as a class action pursuant to Rule 23 of the Minnesota Rules of Civil Procedure. The class consists of the following persons:

Every entity identified as a “Subcontract Supplier” by the terms of a standard “Subcontract Supplier Agreement” executed between the entity and ECG, that (1) provided services to or for the benefit of UHS during all or any part of the November Billing Period pursuant to such Agreement; and (2) has not received full payment for such services rendered.

27. Members of the class are sufficiently numerous that joinder is impracticable. On information and belief the class consists of approximately 80 entities.

28. The named Plaintiffs in this case hereby undertake to—and will—assure the adequate representation of all members of the class and have no conflict with class members in the maintenance of this action. Their interests in this action are typical of the class and are antagonistic to the interests of UHS. They have no interest or relationship with UHS that would prevent them from litigating this matter fully. They are aware that settlement of a class action is subject to court approval and they will vigorously pursue the class claims throughout the course of this action.

29. A class action will provide a fair and efficient method to adjudicate this controversy since the claims of the Class Members are virtually identical in that they raise the same questions of law and contract interpretation and almost certainly involve the same defenses by UHS. Most, if not all, facts needed to determine damages are obtainable from readily available documents and records.

30. A class action is superior to other methods for the fair and efficient adjudication of this controversy. Furthermore, as the damages suffered by some members of the class are relatively small in relation to the costs and burdens of litigation, it would be difficult and highly duplicative for members of the Class individually to attempt to redress the wrongs done to them. Many Class Members may be unaware that good and valid claims for payment of unpaid services exist against UHS. There will be no unusual difficulty in the management of this action as a class action.

31. Common questions of law and fact predominate over all matters in this action. The common questions are: (1) whether UHS is legally obligated to pay Subcontract Suppliers for services rendered to UHS during portions of November and December 2007; (2) whether class members are entitled to indemnity by UHS against claims asserted by the Trustee in Bankruptcy in the Axium Group bankruptcy proceedings currently pending in California; and (3) whether UHS was unjustly enriched when it accepted the services of Class Members without paying Class Members for such services.

COUNT I: BREACH OF CONTRACT—AGENCY

32. Plaintiffs restate and reallege the above paragraphs as if fully set forth here.

33. Under the CVM Agreement, UHS hired Chimes/ECG to manage its contingent IT consulting workforce. Chimes/ECG undertook no independent duty to provide IT consulting

services. The SSA Agreements entered into between Plaintiffs and Class Members and Chimes/ECG were standardized forms mandated by the CVM Agreement that deferred to UHS in all relevant matters concerning the identity and specific qualifications of Subcontract Suppliers, the precise nature of the expertise and credentials, the exact hourly rate UHS would pay, the duration of each contract, the identity of the UHS employee who would supervise and accept (or reject) the work, the place of work, the nature of the assignment, the date on which work would start and/or terminate, and in some cases the name of the individual employed by the Subcontract Supplier who would do the work. The CVM Agreement constituted the creation of a principal (UHS) and agent (Chimes/ECG) relationship. The SSA Agreements were executed by Chimes/ECG as agent for UHS and UHS is therefore liable for the payment of services rendered thereunder.

34. Even if UHS paid Chimes/ECG for work done by Plaintiffs and Class Members under the SSA Agreements for the November Billing Period, this payment to its agent, ECG, did not discharge its obligation as principal to pay Plaintiffs and Class Members for the services they rendered on behalf of the principal, UHS.

35. The claims asserted herein are filed within the time limitations provided by the terms of the SSA Agreements.

COUNT II: BREACH OF CONTRACT

36. Plaintiffs restate and reallege the above paragraphs as if fully set forth here.

37. The SSA Agreements entered into between Plaintiffs, Class Members, and Chimes/ECG were at all times subject to the complete control and direction of UHS. Despite language in the SSA Agreements that suggests otherwise, UHS in fact controlled the acts of Chimes/ECG in all practical respects relative to the relationship between Chimes/ECG and all

parties signing SSA Agreements. UHS effectively exercised complete management of, and de facto control over, the business relationship between UHS, Chimes/ECG, and Plaintiffs and Class Members.

38. Chimes/ECG's failure to pay Plaintiffs and Class Members for services rendered pursuant to SSA Agreements amounted to a failure of UHS to pay, regardless of whether UHS paid Chimes/ECG for those services in the expectation that Chimes/ECG would pay Plaintiffs and Class Members. The *de facto* control relationship between UHS and Plaintiffs and Class Members renders UHS liable under the SSA Agreements and the Assignment Orders issued thereunder; payments owing to Plaintiffs and Class Members for services rendered is not excused by UHS's payment to ECG, a party that was co-liable under the contract.

39. The claims asserted herein are filed within the time limitations provided by the terms of the SSA Agreements.

COUNT III: RATIFICATION

40. Plaintiffs restate and reallege the above paragraphs as if fully set forth here.

41. Under the SSA Agreements, UHS through ECG created Assignment Orders for the Plaintiffs and Class Members. These Assignment Orders covered the November Billing Period, December Billing Period and the post-bankruptcy period.

42. UHS by its post-bankruptcy actions, including the payment of the December Billing Period amounts, inducing the Plaintiffs and Class Members to continue to provide IT consulting services and eventually entering into a direct contractual relationship with Plaintiffs and Class Members ratified and confirmed both the SSA Agreements and the Assignment Orders issued thereunder.

43. UHS became liable for payment of amounts owing under the SSA Agreements which liability is unaffected by any prior payments made to ECG for such services.

44. The claims asserted herein are filed within the time limitations provided by the terms of the SSA Agreements.

COUNT IV: REFORMATION OF CONTRACT

45. Plaintiffs restate and reallege the above paragraphs as if fully set forth here.

46. Based on the foregoing allegations and the proofs that Plaintiffs and Class Members will make in a trial of this matter, Plaintiffs and Class Members are entitled to equitable reformation of the SSA Agreements to which Plaintiffs and Class Members are parties such that the ultimate responsibility for payment to Plaintiffs and Class Members for services rendered and accepted by UHS resides with UHS

COUNT V: UNJUST ENRICHMENT

47. Plaintiffs restate and reallege the above paragraphs as if fully set forth here.

48. Plaintiffs and Class Members provided good and valuable services to UHS, which services were done at the express request of UHS at workplaces designated by UHS to specifications established and demanded by UHS under time constraints dictated by UHS and in satisfaction of standards imposed by UHS. All such services were accepted by UHS and integrated into ongoing IT systems and other projects and applications needed and used in the ordinary course of business by UHS.

49. Despite due demand for payment by UHS for services thus rendered and accepted, UHS contends that Chimes/ECG is the sole obligor for payment of such services and has (and continues) to refuse to pay Plaintiffs and Class Members for their services.

50. Retention of the services without payment therefor unjustly enriches UHS.

COUNT VI: BREACH OF CONTRACT—INDEMNIFICATION

51. Plaintiffs restate and reallege the above paragraphs as if fully set forth here.

52. Under the provisions of paragraph 8b of the standard SSA Agreement, Plaintiffs and Class Members were and are entitled to indemnity by UHS, as principal and controlling entity for the failure of ECG to perform any obligation, provision or condition of the SSA agreements.

53. Plaintiffs and Class Members have been notified by the trustee for the bankruptcy estate of ECG that they are subject to suit seeking recovery of “preference” payments to Plaintiffs and Class Members, and each of them, in the amount of all checks paid to them for their services to UHS during the 90-day period preceding the January 9, 2008 filing of a bankruptcy petition by the Axium Group. For each Plaintiff and each Class Member, the threatened preference claim amounts to a potential loss of compensation for three additional months of fully performed contract services to UHS.

54. Because UHS received, accepted, and profited by reason of the services delivered by Plaintiffs and Class Members, and because UHS stands in the shoes of ECG for the reasons set forth in this Complaint, UHS must defend, indemnify and hold harmless Plaintiffs and Class Members as against any such preference claim that is commenced, including payment of all costs incurred by them in defending such preference claims on the grounds that absent a court-imposed order of indemnification, UHS will be unjustly enriched even further if Plaintiffs and Class Members are required to pay over to the ECG Trustee monies duly paid to them for services for which UHS was the sole beneficiary.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs and Class Members pray for the following relief:

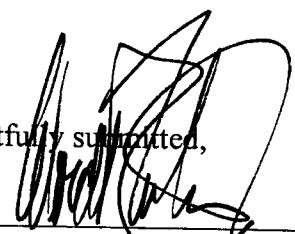
- A. Certification of the requested class under Rule 23 of the Federal Rules of Civil Procedure with the named plaintiffs as class representatives;
- B. A judgment in favor of Plaintiffs and Class Members in the full amount of their claims;
- D. Judgment against UHS requiring indemnity by UHS against all preference claims asserted by the trustee of the ECG bankruptcy estate for recovery from Plaintiffs and Class Members of payments for services to UHS during the 90 day preference period;
- F. An award to Plaintiffs and Class Members of all other remedies that equitably and reasonably flow from the facts and claims asserted herein; and
- G. Awarding such other and further relief, including interest and attorney's fees, as to the Court appears just, equitable and proper.

JURY DEMAND

A trial by jury for all issues so triable is demanded.

Dated this 2 day of November, 2009.

Respectfully submitted,



Wood R. Foster, Jr. (#31288)
Brian E. Weisberg (#19640x)
Steven J. Weintraut (#251975)
**Siegel, Brill, Greupner,
Duffy & Foster, P.A.**
1300 Washington Square
100 Washington Avenue S
Minneapolis, MN 55401
Telephone: (612) 337-6100
Facsimile: (612) 339-6591

ATTORNEYS FOR PLAINTIFFS