

CAUSE NO. 26-02573

UNIFEYE VISION PARTNERS §
HOLDINGS, LLC; UVP MANAGEMENT, §
LLC; PREMIER SURGERY CENTER OF §
SANTA MARIA, LLC; PACIFIC EYE §
INSTITUTE, A MEDICAL GROUP, INC.; §
NORTHWEST § EYE CLINIC, LLC; PAUL §
J. DOUGHERTY, § M.D., INC.; HIGH §
DESERT EYE SURGERY § CENTER, LLC; §
MINNESOTA RETINA ASSOCIATES, LLC §

Plaintiffs,

v.

CHANGE HEALTHCARE OPERATIONS, §
LLC; CHANGE HEALTHCARE INC.; §
UNITEDHEALTH GROUP INC.; OPTUM, §
INC. §

Defendants.

IN THE DISTRICT COURT

DALLAS COUNTY, TEXAS

101ST JUDICIAL DISTRICT

PUBLIC NOTICE OF MOTION TO SEAL COURT RECORDS

PLEASE TAKE NOTICE that on Monday, June 8, 2026, Defendants Change Healthcare Operations, LLC, Change Healthcare, Inc., UnitedHealth Group, Inc., and Optum, Inc. (collectively “Defendants”) filed a Motion to Seal specific court records in this lawsuit. You are invited to inspect the Motion at the Dallas County Clerk’s website for Official and Legal Notices: <https://www.dallascounty.org/government/county-clerk/administration/official-and-legal-notices.php>.

Please be advised that:

1. A hearing will be held in open court on the Motion to Seal on Monday, November 2, 2026, in this case.

2. The hearing will be held in open court at the George L. Allen, Sr. Courts Building, 600 Commerce Street, 6th Floor West, Dallas, Texas 75202, at 10:00 a.m.
3. Any person may intervene and be heard concerning the sealing of these court records.
4. This lawsuit can be briefly described as follows:

Defendant Change Healthcare, Inc. (“CHC”) works across the health system to make clinical, administrative, and financial processes simpler and more efficient for consumers, providers, and payers by supporting, for example, provider claims processing services. In February 2024, Defendant Change Healthcare, Inc., was the victim of a cyberattack by a criminal threat actor that disrupted its services. In those initial moments, CHC faced a choice: temporarily pause its services to contain the incident or continue its services and risk the cyberattack spreading to other connect networks and the broader healthcare system. Halting the cyberattack in its tracks was the responsible and obvious choice. And that is exactly what CHC did.

After quarantining the threat, CHC worked to restore its systems to facilitate patient access to care and return claims processing to pre-cyberattack levels. On March 1, 2024, to help bridge the gap in short-term cashflow needs for providers impacted by the temporary disruption in CHC’s services, Defendant Change Healthcare Operations, LLC (“CHO”), on behalf of itself, its parents, and affiliates, created the Temporary Funding Assistance Program (“TFAP”) whereby temporary funds were provided to providers without interest or fees. CHO entered into contracts with providers Premier Surgery Center of Santa Maria, LLC; Pacific Eye

Institute; Northwest Eye Clinic, LLC; Paul J. Dougherty, M.D., Inc.; High Desert Eye Surgery Center LLC; and Minnesota Retina Associates, LLC (“Provider Plaintiffs”) to provide temporary funding. To accept a temporary funding offer, each of the Provider Plaintiffs were required to agree to the terms of the standard TFAP Agreement, which governed, among other things, the terms of repayment. The TFAP Agreement specifically stated that it “is a legal contract to receive funds that will require repayment.” Each of the Provider Plaintiffs affirmed that it was authorized to enter into their TFAP Agreements.

Defendants provided the Provider Plaintiffs with over \$22 million dollars in temporary funding pursuant to the TFAP Agreement. To date, Plaintiffs have not repaid this money, despite clear statements that it is due and despite the issues from the cyberattack being resolved. Provider Plaintiffs, along with their practice managers Plaintiffs Unifeye Vision Partners Holdings, LLC, and UVP Management, LLC, have now filed suit against Defendants CHC, CHO, UnitedHealth Group, Inc., and Optum, Inc. alleging that they were misled into receiving this funding and that they were damaged by the disruption in services. Plaintiffs claim that Defendants’ actions regarding disruption of services and attempts to procure repayments amount to causes of action for fraud, negligence, negligent misrepresentation, unjust enrichment, Texas Theft Liability Act, and conversion.

5. The records that Defendants move to seal are:

Motion: Defendants’ Motion to Partially Seal Defendants’ Special Appearance and Motion to Sever and Dismiss for Improper Venue (Redacted).

Declaration: Declaration of Sally Sidwell (Redacted).

Exhibit B: Temporary Funding Assistance Program Spreadsheet for Premier Surgery Center of Santa Maria (Redacted).

Exhibit C: Temporary Funding Assistance Program Spreadsheet for Pacific Eye Institute (Redacted).

Exhibit D: Temporary Funding Assistance Program Spreadsheet for Northwest Eye Clinic (Redacted).

Exhibit E: Temporary Funding Assistance Program Spreadsheet for Paul J. Dougherty MD, Inc. (Redacted).

Exhibit F: Temporary Funding Assistance Program Spreadsheet for Highest Desert Eye Surgery Center (Redacted).

Exhibit G: Temporary Funding Assistance Program Spreadsheet for Minnesota Retina Associates LLC (Redacted).

6. The movants are Summit Peak Investments, LLC and SP Hypernova GP, LLC.

Date: October 16, 2026

Respectfully submitted,

/s/ Arielle Anderson

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EXHIBIT A

CAUSE NO. DC-26-02573

UNIFEYE VISION PARTNERS	§	IN THE DISTRICT COURT
HOLDINGS, LLC; UVP	§	
MANAGEMENT, LLC; PREMIER	§	
SURGERY CENTER OF SANTA	§	
MARIA, LLC; PACIFIC EYE	§	
INSTITUTE, A MEDICAL GROUP,	§	
INC.; NORTHWEST EYE CLINIC,	§	
LLC; PAUL J. DOUGHERTY, M.D.,	§	
INC.; HIGH DESERT EYE SURGERY	§	
CENTER, LLC; MINNESOTA RETINA	§	
ASSOCIATES, LLC	§	
	§	
<i>Plaintiffs,</i>	§	
v.	§	DALLAS COUNTY, TEXAS
	§	
CHANGE HEALTHCARE	§	
OPERATIONS, LLC; CHANGE	§	
HEALTHCARE INC.;	§	
UNITEDHEALTH GROUP INC.;	§	
OPTUM, INC.	§	
	§	
<i>Defendants.</i>	§	101 st JUDICIAL DISTRICT

DEFENDANTS’ MOTION TO PARTIALLY SEAL DEFENDANTS’ SPECIAL APPEARANCE AND MOTION TO SEVER AND DISMISS FOR IMPROPER VENUE

Defendants Change Healthcare Operations, LLC (“CHO”), Change Healthcare Inc. (“CHC”), UnitedHealth Group Incorporated (“UHG”), and Optum, Inc. (“Optum”) collectively “Defendants”) file this motion to seal portions of Defendants’ Special Appearance and Motion to Sever and Dismiss for Improper Venue (the “Special Appearance”) pursuant to Texas Rule of Civil Procedure 76a.

Although TRCP Rule 76a creates a presumption that all court records are open, it authorizes a court to limit access to court records if “a specific, serious, and substantial interest clearly outweighs (1) the presumption of openness” and “(2) any probable adverse effect that sealing will have upon the general public health or safety.” Tex. R. Civ. P. 76a(1)(a). “Probable

adverse effect” to general public health or safety means the movant must also show that there is “no less restrictive means than sealing records will adequately and effectively protect the specific interest asserted.” Tex. R. Civ. P. 76a(1)(b).

The Special Appearance is accompanied by a Declaration that includes quotations of terms from a contract between a subsidiary of Defendant CHC and a non-party, Compulink Healthcare Solutions (“Compulink”). The terms of the underlying contract are confidential and constitute private business information. The Special Appearance quotes from these terms. The Special Appearance and associated Declaration are eligible for seal under Rule 76a(2)(a), and they do not fall under the exceptions addressed in Rule 76a(2)(a)(1)-(3).

The Declaration also includes six spreadsheets (Decl. Exhibits B–G, collectively the “TFAP Spreadsheets”) associated with certain Named Plaintiffs’ request as part of the Temporary Funding Assistance Program (“TFAP”). The TFAP Spreadsheets contain the Taxpayer Identification Number (“TIN”) associated with the Named Plaintiff. The TIN constitutes private business information.

To protect this information and ensure no prejudice to the public interest in open access to court records, Defendants ask that the Court allow Defendants to file a redacted version of the Special Appearance, Declaration, and TFAP Spreadsheets on the public docket, along with unredacted versions to be filed under seal that contains the confidential information for the Court’s review.

The interest of the parties in protecting confidential and proprietary business information is a specific, serious, and substantial interest that clearly outweighs the need for public accessibility to this confidential information. Granting this motion to seal the confidential and proprietary business information will not cause a probable adverse effect to the general public health and

safety. T.R.C.P. 76a(1)(a)(2). There is also no less restrictive means other than sealing and filing a redacted copy of the Special Appearance and Declaration to protect the confidential and proprietary business information at issue. T.R.C.P. 76a(1)(b).

Date: June 8, 2026

Respectfully submitted,

/s/ Catherine Bratic

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UnitedHealth Group Incorporated; and
Optum, Inc.*

CERTIFICATE OF CONFERENCE

I hereby certify that I conferred with Plaintiffs' counsel on June 5, 2026 and June 8, 2026 regarding this motion, which counsel for Plaintiffs indicated they oppose.

/s/ Catherine Bratic
Catherine Bratic

CERTIFICATE OF SERVICE

I hereby certify on the 8th day of June, 2026, that the foregoing document, which was filed with the Court through the Texas E-File system, will be sent electronically to the following parties:

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