Affirm and Opinion Filed June 9, 2020

In The
Court of Appeals
Fifth District of Texas at Dallas

No. 05-18-00966-CV

BAYLOR SCOTT & WHITE HEALTH, BAYLOR MEDICAL CENTER AT GRAPEVINE, RONALD JENSEN, D.O., TRENT PETTIJOHN, M.D., TEXAS HEART HOSPITAL OF THE SOUTHWEST L.L.P. D/B/A THE HEART HOSPITAL BAYLOR PLANO, HEALTH TEXAS PROVIDER NETWORK, MICHAEL MACK, M.D., WILLIAM RYAN, M.D., DAVID BROWN, M.D., KEVIN THELEMAN, M.D., AND JOSE ESCOBAR, M.D. Appellants

V.

PATRICK ROUGHNEEN, M.D., CHERIE ROUGHNEEN, AND PATRICK T. ROUGHNEEN, M.D., P.A., Appellees

On Appeal from the 298th Judicial District Court
Dallas County, Texas
Trial Court Cause No. DC-16-14053

MEMORANDUM OPINION

Before Justices Whitehill, Schenck, and Pedersen, III
Opinion by Justice Pedersen, III

Baylor Scott & White Health (Baylor), Baylor Medical Center at Grapevine (Baylor Grapevine), Ronald Jensen, D.O., Trent Pettijohn, M.D., and Texas Heart Hospital of the Southwest L.L.P. d/b/a The Heart Hospital Baylor Plano (Heart Hospital) (collectively, the Baylor Appellants), together with Health Texas Provider Network (HTPN), Michael Mack, M.D., William Ryan, M.D., David Brown, M.D.,

Kevin Theleman, M.D., and Jose Escobar, M.D. (collectively, the HTPN Appellants) appeal the trial court's denial of their motions to dismiss the suit brought by appellees Patrick Roughneen, M.D., Cheri Roughneen, and Patrick T. Roughneen, M.D., P.A. (Roughneen P.A.) under section 74.351 of the Texas Medical Liability Act (the TMLA) because they failed to serve an expert report. *See* TEX. CIV. PRAC. & REM. CODE ANN. § 74.35l(a). Because we conclude appellees' claims are not health care liability claims subject to the TMLA's expert-report requirements, we affirm the trial court's orders denying the motions to dismiss.

BACKGROUND

All parties to this suit (save Mrs. Roughneen) are health care providers with interrelated professional histories. In 1999, Dr. Roughneen joined a group of physicians practicing cardiology, cardiothoracic surgery, and vascular surgery (CSANT); the group included appellants Mack, Ryan, Brown, Theleman, and Escobar. Dr. Roughneen left CSANT in 2005, and the following year he filed suit against the practice. The litigation ended in a settlement, with the CSANT physicians allegedly agreeing that "they would voluntarily recuse themselves from any voting, deliberation and/or decision-making relating to any peer review matters involving [Dr.] Roughneen."

Years later, when the doctors worked together at Heart Hospital and Baylor Grapevine, the CSANT doctors did participate in what appellees call sham peer review proceedings in violation of their settlement agreement. Baylor subsequently

purchased assets of CSANT, and Dr. Roughneen's former colleagues—Mack, Ryan, Brown, Theleman, and Escobar—became employees of HTPN, which is an affiliate of Baylor. Following these developments, according to appellees, certain behavioral agreements involving Dr. Roughneen that were to be held confidential were disclosed by Baylor.

Dr. Roughneen was an original investor in the Heart Hospital and had staff privileges there for ten years. The investors' partnership agreement requires partners to be on staff to maintain their shares. The agreement also provides for distributions of dividends to shareholders and for the purchase of shares belonging to a shareholder who is no longer on staff. Appellees allege that Dr. Roughneen was forced off the staff at Heart Hospital and was denied distributions to which he was entitled. They also allege that the partnership has refused to purchase his shares for fair value.

Appellees contend further that once Baylor purchased CSANT assets, the doctors affiliated with Baylor were given preferential treatment, for example through a call system that funneled patients to those affiliated doctors rather than to independent doctors like Dr. Roughneen. They allege that appellants attempted to drive out competition by taking actions to restrict and ultimately to deny Dr. Roughneen's staff privileges at Baylor Grapevine and the Heart Hospital.

Appellees filed suit. Dr. Roughneen asserted claims for breach of the settlement agreement, breach of the confidential behavioral agreements, breach of

the shareholder agreement, money had and received, and unjust enrichment. Dr. Roughneen and Roughneen P.A. together made claims for interference with existing and prospective contractual relationships, conspiracy, and improper restraint of trade. And Dr. and Mrs. Roughneen asserted a claim for intentional infliction of emotional distress.

Nine months later, appellants filed motions to dismiss appellees' claims, asserting that they were health care liability claims and that appellees did not serve them with an expert report as required by the TMLA. *See* CIV. PRAC. & REM. § 74.351(a), (b). The trial court heard the motions and subsequently denied them. Appellants now bring this interlocutory appeal, contending in a single issue that the trial court erred by denying their motions, because appellees' claims are health care liability claims. [1]

HEALTH CARE LIABILITY CLAIMS

Whether a claim is a health care liability claim (HCLC) for purposes of the TMLA is a question of law that we review de novo. *CHRISTUS Health Gulf Coast v. Carswell*, 505 S.W.3d 528, 534 (Tex. 2016). Our goal is to determine and give effect to the Legislature's intent in the TMLA, and "we begin with the plain and

[1] Separate briefs were filed in this case by the Baylor Appellants and the HTPN Appellants, however the two briefs each identify a single issue rooted in the trial court's refusal to characterize the claims brought against them as health care liability claims. We discern no conflict between the briefs' legal arguments, and so we address those legal arguments together.

common meaning of the statute's words." *Baylor Univ. Med. Ctr. v. Lawton*, 442 S.W.3d 483, 484 (Tex. App.—Dallas 2013, pet. denied).

The Requirement of Expert Reports

The TMLA attempts to strike "a careful balance" between eliminating frivolous claims and preserving meritorious ones. *Baylor Scott & White, Hillcrest Med. Center v. Weems*, 575 S.W.3d 357, 362–63 (Tex. 2019). To help ensure frivolous claims are eliminated quickly, the statute requires suits asserting HCLCs to be supported by an expert report no later than 120 days after the defendant's answer is filed. CIV. PRAC. & REM. § 74.351(a).

The statutory definition of an HCLC has three elements. Such a claim is a cause of action:

> [1] against a health care provider or physician [2] for treatment, lack of treatment, or other claimed departure from accepted standards of [a] medical care, or [b] health care, or [c] safety or [d] professional or administrative services directly related to health care, [3] which proximately results in injury to or death of a claimant, whether the claimant's claim or cause of action sounds in tort or contract.

Id. § 74.001(a)(13). In this case, the parties disagree concerning only the second element, i.e., whether appellees' claims fall within the ambit of departures from accepted standards of medical care, or health care, or safety, or professional or administrative services directly related to health care. Our resolution of that issue focuses upon the underlying nature of the plaintiff's claim rather than its label. *Weems*, 575 S.W.3d at 363. We must, therefore, determine the essence of appellees' claims and consider the allegedly wrongful conduct and duties that they allege were

breached. *See Diversicare Gen. Partner, Inc. v. Rubio*, 185 S.W.3d 842, 851 (Tex. 2005). A plaintiff cannot avoid the statute's requirements through artful pleading. *Weems*, 575 S.W.3d at 363. Indeed, "[i]t is well settled that a health care liability claim cannot be recast as another cause of action to avoid the requirements" of the statute. *Rubio*, 185 S.W.3d at 851. That said, the Texas Supreme Court has stressed that the Legislature did not intend for the expert-report requirement to apply to every claim for conduct that occurs in a health care context. *Ross v. St. Luke's Episcopal Hosp.*, 462 S.W.3d 496, 502 (Tex. 2015).

Departure from Accepted Standards of Medical or Health Care

Appellants contend first that appellees' claims allege departures from accepted standards of medical care or health care. In this context, "health care" is a defined term:

> "Health care" means any act or treatment performed or furnished, or that should have been performed or furnished, by any health care provider for, to, or on behalf of a patient during the patient's medical care, treatment, or confinement.

CIV. PRAC. & REM. § 74.001(a)(10). Likewise, the statute defines "medical care":

> "Medical care" means any act defined as practicing medicine under Section 151.002, Occupations Code, performed or furnished, or which should have been performed, by one licensed to practice medicine in this state for, to, or on behalf of a patient during the patient's care, treatment, or confinement.

Id. § 74.001(a)(19). The parties treat these categories of claims together. Because both require an act performed or furnished—or one that should have been performed or furnished—"for, to, or on behalf of a patient during the patient's care, treatment,

or confinement," and we conclude that this common requirement is dispositive of this portion of the appeal, we will treat them together as well.

The premise of appellants' arguments is that all of appellees' claims arise out of the peer review process. They rely primarily upon the case of *Garland Community Hospital v. Rose*, 156 S.W.3d 541, 545 (Tex. 2004), which asserts, in part, that "credentialing activities are an inseparable part of the medical services" a patient receives. But, at their heart, appellees' complaints do not relate to how any patient was treated, but to how Dr. Roughneen was treated in the business of practicing medicine.

To the extent that peer review is relevant to any of appellees' pleaded claims, appellants' primary legal authority is not. Appellants cite *Rose* for the proposition that improper peer review activity constitutes "a departure from an accepted standard of health care." *Id*. at 547; *see* CIV. PRAC. & REM. § 74.001(a)(13). In *Rose*, the plaintiff alleged that the hospital was negligent in granting credentials to the surgeon who disfigured her in cosmetic surgeries performed at the hospital. 156 S. W.3d at 542. The court of appeals concluded that the plaintiff's negligent-credentialing claim was not a HCLC because the negligent acts or omissions did not occur during the plaintiff's medical care, treatment, or confinement. *Id.* at 544. Disagreeing, the Supreme Court stated, "[a] patient's complaint about a credentialing decision is not directed solely to the hospital's initial decision to credential a physician, but also to the hospital's maintaining those privileges during the time of the patient's treatment.

. . . Thus, a hospital's credentialing activities occur both before and during the treatment of a patient." *Id*. The Supreme Court also considered credentialing "necessary to that core function and . . . therefore, an inseparable part of the health care rendered to patients." *Id.* at 545. The *Rose* plaintiff's credentialing claims specifically involved acts or omissions in the surgeon's medical treatment of patients, bringing those claims within the definition of health care in section 74.001.

Unlike the *Rose* plaintiff, appellees do not complain that a faulty peer review process caused harm to a patient. Instead, Dr, Roughneen's breach of contract claim alleges that specific doctors—against whom Dr. Roughneen previously litigated—had agreed not to participate in peer review of him. Because appellees' causes of action do not involve any specific patient-physician relationship, they do not arise under section 74.001(a)(13)'s health care prong.

Appellants, citing *Carswell*, contend that:

> [t]he fact the Roughneens were not patients does not matter. *Carswell*, 505 S.W.3d at 535. The fact their alleged injuries did not occur contemporaneous with or during health care, or that they were not caused by health care, does not matter. *Id.* The issue is whether the services at issue – peer review – is directly related to health care. *Id.*

But their reliance on *Carswell* stops too soon, for the opinion goes on to state: "As to professional or administrative services, it applies when the claimed injury is directly related to health care of *some patient*." *Carswell*, 505 S.W.3d at 537 (citing § 74.001(a)(10), (13) (emphasis in original). Stated differently, a claim arising under the health care prong of section 74.001(a)(13) must involve a patient-physician

relationship. *Tex. W. Oaks Hosp. v. Williams*, 371 S.W.3d 171, 180–81 (Tex. 2012); *McKelvy v. Columbia Med. Ctr. of McKinney Subsidiary, L.P.*, 511 S.W.3d 197, 200 (Tex. App.—Dallas 2015, pet. denied).

It is true that a claimant under the Act need not be a patient herself. She may be suing on behalf of another person who was a patient. CIV. PRAC. & REM. § 74.001(a)(2) (definition of claimant includes decedent's estate). Or the duty allegedly breached by the medical provider may have involved a specific patient in some fashion that harmed the claimant. *See Weems*, 575 S.W.3d at 363–64 (emergency room nurse's alleged falsification of patient's records caused plaintiff's indictment for shooting patient); *Carswell*, 505 S.W.3d at 507 (hospital's alleged post-mortem fraud in covering up improper health care to patient before he died harmed widow). But there must be "some patient" whose care and treatment form the basis of the claim for it to be a claim related to health care.

To determine whether appellees' claims are rooted in the care and treatment of "some patient," we look to the wrongful conduct they allege and to the duties that they allege were breached. *See Diversicare Gen. Partner, Inc. v. Rubio*, 185 S.W.3d 842, 851 (Tex. 2005).

- Breach of Settlement Agreement: alleging that Mack, Ryan, Brown, Theleman, Escobar, and Baylor broke their contractual promise not to participate in any peer review matters involving Dr. Roughneen.

- Breach of Behavioral Agreements: alleging that Baylor broke a contractual promise to keep confidential the existence and contents of the Non-Disciplinary Behavior Conduct Agreement and the Voluntary Non-Disciplinary Physician Practice Agreement.
- Interference with Existing and Prospective Contractual Relations and Conspiracy: alleging that appellants' improperly taking actions to restrict and to deny Dr. Roughneen's staff privileges at Baylor Grapevine and the Heart Hospital interfered with his (and Roughneen P.A.'s) then-existing and potential contractual relationships with referral doctors, patients, hospitals, physicians, healthcare organizations, third-party payers, insurance companies, and licensing agencies.
- Improper Restraint of Trade: alleging that appellants' anti-competitive conduct toward Dr. Roughneen and Roughneen P.A. was a concerted effort to restrain competition in and monopolize cardiac, thoracic and vascular surgical procedures in the Dallas / Ft. Worth Metroplex
- Intentional Infliction of Emotional Distress: alleging that appellants' conduct aimed at the removal of Dr. Roughneen from the medical staff at the Heart Hospital and Baylor Grapevine was malicious and intended to damage the success of Dr. Roughneen's medical practice.

- Breach of Shareholder Agreement (and alternative extracontractual claims for Money Had and Received and Unjust Enrichment): alleging that Heart Hospital failed to pay Dr. Roughneen for his benefits and shares in the hospital as the contract requires or, alternatively, has retained funds that in equity and good conscience belong to him.

It is apparent that appellees' claims assert violations of contractual duties and improper interference with commercial activity. Even Dr. and Mrs. Roughneen's claim for intentional infliction of emotional distress is based on allegations that appellants attempted to harm them financially by harming the doctor's medical practice. This Court has recently concluded that when claims against a healthcare provider for breach of contract, tortious interference with contract, and intentional infliction of emotional distress do not directly relate to any patient's medical care, treatment, or confinement, those claims are not HCLCs. *Baylor Univ. Med. Ctr., Inc. v. Daneshfar*, No. 05-17-00181-CV, 2018 WL 833373, at *5 (Tex. App.—Dallas Feb. 12, 2018, pet. denied) (mem. op. on reh'g).

We conclude that appellees' claims are not rooted in the care and treatment of any patient. The claims, therefore, are not directly related to "health care," as the statute defines that term. CIV. PRAC. & REM. § 74.001(a)(10). The claims cannot, therefore, be HCLCs based on alleged departures from accepted standards of medical care or health care.

Departure from Accepted Standards of Professional or Administrative Services

Appellants also contend that Roughneen's causes of action are HCLCs because they are "for . . . claimed departure from accepted standards of professional or administrative services directly related to health care.'' CIV. PRAC. & REM. § 74.00l(a)(l3). This definition, on its face, incorporates the same requirement and understanding of "health care" as that discussed in the prior section of this opinion. *See* CIV. PRAC. & REM. § 74.001(a)(10). "[F]or claims relating to professional or administrative services to be health care liability claims, the services must relate directly to an act or treatment that was or should have been performed or furnished for, to, or on behalf of a patient." *Hendrick Med. Ctr. v. Tex. Podiatric Med. Ass'n*, 392 S.W.3d 294, 298 (Tex. App.—Eastland 2012, no pet.) (concluding doctors' claims regarding revocation of privileges did not involve care or treatment of patient and thus were not HCLCs). We have concluded that appellees' claims are not directly related to health care, as that term is defined, because the claims do not involve the care or treatment of a specific patient as the statute contemplates. Accordingly, we conclude that appellees' claims cannot involve departures from standards of professional or administrative services directly related to health care.

Departure from Accepted Standards of Safety

Appellants contend that appellees' claims also constitute HCLCs because they allege a "departure from accepted standards of . . . safety.'' *See* CIV. PRAC. & REM. § 74.001(a)(l3). In this statutory context, "safety" means "the condition of being 'untouched by danger; not exposed to danger; secure from danger, harm or loss.'" *Tex. W. Oaks Hosp.*, 371 S.W.3d at 184 (quoting *Diversicare*, 185 S.W.3d at 855). A safety-standards based claim need not be "directly related to health care" to be a HCLC, but there must be "a substantive nexus between the safety standards allegedly violated and the provision of health care." *Ross*, 462 S.W.3d at 504. As we have said, "a safety claim must have some indirect, reasonable relationship to health care in order to constitute a health care liability claim." *McKelvy*, 511 S.W.3d at 199–200. And the "pivotal issue" in such a claim "is whether the standards on which the claim is based implicate the defendant's duties as a health care provider, including its duties to provide for patient safety." *Ross*, 462 S.W.3d at 504.

The Supreme Court of Texas has suggested seven factors to consider in determining whether a safety-standards-based claim is substantively related to the defendant's provision of medical or health care:

> 1. Did the alleged negligence of the defendant occur in the course of the defendant's performing tasks with the purpose of protecting patients from harm;
>
> 2. Did the injuries occur in a place where patients might be during the time they were receiving care, so that the obligation of the provider to protect persons who require special, medical care was implicated;

> 3. At the time of the injury was the claimant in the process of seeking or receiving health care;
>
> 4. At the time of the injury was the claimant providing or assisting in providing health care;
>
> 5. Is the alleged negligence based on safety standards arising from professional duties owed by the health care provider;
>
> 6. If an instrumentality was involved in the defendant's alleged negligence, was it a type used in providing health care; or
>
> 7. Did the alleged negligence occur in the course of the defendant's taking action or failing to take action necessary to comply with safety-related requirements set for health care providers by governmental or accrediting agencies?

Id. at 505. We note at the outset that the *Ross* factors anticipate claims based on negligence. Appellees' claims are based on theories of contract and intentional torts, but we conclude these factors are still indicative of whether a claim implicates standards of safety that are reasonably related to health care in this case.[2]

Appellants contend that three (HTPN Appellants) or four (Baylor Appellants) of the above factors support the conclusion that appellees' claims are safety-standards-based. Their contentions, however, continue to characterize all of appellees' claims as peer-review-based. We accept that one purpose of peer-review procedures is credentialing of competent doctors who will not endanger the safety of patients. Therefore, allegations that a negligent peer review allowed an

[2] The TMLA expressly provides that contract claims may be HCLCs. CIV. PRAC. & REM. § 74.001(a)(13) (allegation can be a health care liability claim whether it "sounds in tort or contract."). Likewise, intentional torts can fall within the statute's ambit. *Weems*, 575 S.W.3d at 366 ("[T]he statutory definition of a health care liability claim does not distinguish between departures [from accepted standards] that are intentional or merely negligent.").

incompetent doctor to injure some patient may bring a claim within the statutory realm of "health care." *See, e.g., Rose*, 156 S.W.3d at 544–45. And if the negligent peer review were reasonably related to safety standards, and it resulted in injury to some patient, it is possible the claim could relate to a departure from accepted safety standards. But as we have concluded above, appellees' claims are not tied to any injury to a particular patient. Thus, the claim that appellants breached a contract by engaging in purportedly sham peer review procedures does not implicate the *Ross* factors as appellants contend.

Indeed, we conclude that none of the alleged conduct for which appellees seek recovery implicates the *Ross* factors. It is true that during the course of the alleged conduct Dr. Roughneen was practicing medicine and that some of the alleged conduct by appellants likely occurred in hospitals. But those facts are not sufficient to bring appellees' claims within the realm of departures from safety-related standards. The mere fact that a hospital is the scene of a claim is not sufficient to turn that claim into a HCLC. *Methodist Hosps. of Dallas v. Garcia*, No. 05-13-01307-CV, 2014 WL 2003121, at *2 (Tex. App.—Dallas May 14, 2014, no pet.) (mem. op.). And as the Texas Supreme Court has asserted: "A safety standards-based claim does not come within the TMLA's provisions just because the underlying occurrence took place in a health care facility, the claim is against a health care provider, or both." *Ross*, 462 S.W.3d at 503. We find no authority

allowing the mere fact that the individual parties to a lawsuit make their living by practicing medicine to convert their business disagreements into HCLCs.

Accordingly, we conclude that these claims do not implicate departures from accepted standards of safety.

The Requirement of Expert Testimony

Finally, appellants contend that appellees' causes of action are HCLCs because expert testimony will be needed to prove or refute those claims. In *Texas West Oaks Hospital*, the Supreme Court stated, "we now hold that if expert medical or health care testimony is necessary to prove or refute the merits of the claim against a physician or health care provider, the claim is a health care liability claim." 371 S.W.3d at 182.

Once again, appellants rely upon their characterization of all of appellees' claims as peer-review-related. They quote *Mills v. Angel*, 995 S.W.2d 262 (Tex. App.—Texarkana 1999, no pet.), asserting that expert testimony is required in a credentialing case because a hospital's procedures for evaluating staff are not within a juror's ordinary experience. *Id.* at 275. But *Mills*, like *Rose*, involved a claim against a hospital for negligently credentialing doctors whose negligence allegedly harmed David Mills, a patient of the doctors. Mr. Mills, his wife, and their daughters sued the doctors and the hospital after Mr. Mills was rendered a paraplegic following surgery. *Id.* at 265. The jury found the doctors—his surgeon and anesthetist—were negligent and that their negligence caused Mr. Mills's injuries. *Id.* at 265, n.2.

However, the claimants offered no expert testimony on the credentialing claim against the hospital, and the trial court granted a directed verdict on that claim. *Id.* at 265. Here, in contrast to *Mills*, there is no patient like Mr. Mills whose injury lies at the root of the lawsuit. No physician-patient relationship will be key to understanding the story at trial as it was in both *Rose* and *Mills*.

The question before us is not whether expert testimony of some sort may be necessary in this case. It is not even whether expert testimony from some medical professional or other expert in the business of practicing medicine may be necessary. The only expert testimony that—if required—would call for classifying appellees' claims as HCLCs is "expert medical or health care testimony." *Tex. W. Oaks Hosp.*, 371 S.W.3d at 182. Both of these categories require testimony concerning the treatment of a patient. *Daneshfar*, 2018 WL 833373, at *8.[3] Nothing in the record establishes that such expert testimony will be necessary in this case.

CONCLUSION

We conclude that the gravamen of appellees' claims does not fall within any legal definition of a HCLC. For that reason, appellees were not required to file the

[3] Expert medical care testimony concerns "the diagnosis, treatment, or offer to treat a mental or physical disease or disorder or a physical deformity or injury by any system or method, or the attempt to effect cures of those conditions." *See* TEX. OCC. CODE ANN. § 151.002(13). Expert health care testimony concerns an "act or treatment performed or furnished, or that should have been performed or furnished, by any health care provider for, to, or on behalf of a patient during the patient's medical care, treatment, or confinement." *See* CIV. PRAC. & REM. § 74.001(a)(10).

expert reports contemplated by the TMLA. We overrule appellants' single issue, and we affirm the trial court's order denying appellants' motions to dismiss.

/Bill Pedersen, III//
BILL PEDERSEN, III
JUSTICE

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Court of Appeals
Fifth District of Texas at Dallas

JUDGMENT

BAYLOR SCOTT & WHITE HEALTH, BAYLOR MEDICAL CENTER AT GRAPEVINE, RONALD JENSEN, D.O., TRENT PETTIJOHN, M.D., AND TEXAS HEART HOSPITAL OF THE SOUTHWEST L.L.P. D/B/A THE HEART HOSPITAL BAYLOR PLANO, HEALTH TEXAS PROVIDER NETWORK, MICHAEL MACK, M.D., WILLIAM RYAN, M.D., DAVID BROWN, M.D., KEVIN THELEMAN, M.D., AND JOSE ESCOBAR, M.D., Appellants

No. 05-18-00966-CV V.

PATRICK ROUGHNEEN, M.D., CHERIE ROUGHNEEN, AND PATRICK T. ROUGHNEEN, M.D., P.A., Appellees

On Appeal from the 298th Judicial District Court, Dallas County, Texas Trial Court Cause No. DC-16-14053. Opinion delivered by Justice Pedersen, III. Justices Whitehill and Schenck participating.

In accordance with this Court's opinion of this date, the judgment of the trial court is **AFFIRMED**.

It is **ORDERED** that appellees Patrick Roughneen, M.D., Cherie Roughneen, and Patrick T. Roughneen, M.D., P.A. recover their costs of this appeal from appellants Baylor Scott & White Health, Baylor Medical Center at Grapevine, Ronald Jensen, D.O., Trent Pettijohn, M.D., Texas Heart Hospital of

the Southwest L.L.P. D/B/A The Heart Hospital Baylor Plano, Health Texas Provider Network, Michael Mack, M.D., William Ryan, M.D., David Brown, M.D., Kevin Theleman, M.D., and Jose Escobar, M.D.

Judgment entered this 9th day of June, 2020.