

Cause No. 236-372872-25

THE STATE OF TEXAS

By Attorney General Ken Paxton

Plaintiff,

v.

EPIC SYSTEMS CORPORATION,

Defendant.

IN THE DISTRICT COURT

OF TARRANT COUNTY, TEXAS

___ JUDICIAL DISTRICT

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiff, State of Texas, acting by and through the Attorney General of Texas Ken Paxton (the "State") complains of defendant Epic Systems Corporation and respectfully alleges these facts and causes of action.

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INTRODUCTION

1. This case is about electronic health records and the dominance that defendant Epic Systems Corporation (“Epic”, the “Company” or the “Defendant”) exercises over them, to the detriment of competition and Texans.

2. Patient data forms the backbone of the U.S. healthcare system. Hospitals rely on patient data to accurately diagnose and otherwise care for their patients. Patients (and, for minors, their parents) rely on patient data to understand the choices they need to make for their own care. And payers rely on patient data to timely and efficiently process payments to the providers. Without patient data, this system grinds to a halt.

3. Historically, patients’ medical records were kept in paper files, stored in manila folders in cavernous file rooms and maintained by a small army of clerks. Today, those same types of records have been digitized into electronic health records (“EHR”) and maintained in electronic databases. Since digitization began, the shift to EHR has the potential to revolutionize healthcare, by enabling instant analysis of patient and provider data to enable higher-quality patient care, reduce waste, and eliminate inefficiencies.

4. Epic understands the critical role patient data plays in healthcare. Epic is a multi-billion-dollar Big Tech company that sells EHR database software and related applications that hospitals and healthcare providers use to store, organize, and analyze EHR as part of providing care to patients. For decades, Epic has amassed control over patient data by locking up hospitals into Epic’s EHR, which in turn allowed Epic to insert itself as gatekeeper over the underlying patient data. Epic controls who can access this data, when they can access it, and the terms by which they can access it—despite the simple fact that it is the hospitals’ and patients’ data, not Epic’s.

5. Epic’s strategy has been inordinately successful. Epic’s databases today house more than 325 million patient records, including tens of millions of Texans’ medical records. All together,

these records represent more than 90% of all U.S. citizens. And once a hospital's data is in an Epic database, it is almost impossible to get out: switching EHR providers can take up to a decade and cost more than one *billion* dollars. As the dominant EHR software provider, Epic controls the databases—and, thereby, the patients' records themselves.

6. After Epic induces large customers, who control most of the EHR for U.S. patients, to convert their IT systems to Epic, under the guise of interoperability and open access to all, Epic runs its anticompetitive playbook. This consists of a multi-pronged strategy, all intended to prevent any challengers to its EHR monopoly:

7. *First*, Epic assumes and abuses its gatekeeping role by delaying, restricting, or completely preventing access to that EHR by firms who compete, or could potentially compete, with Epic. Epic holds its customers' data hostage, limiting its customers' access to their own data if they work with any company that Epic deems a competitor.

8. *Second*, Epic coerces customers into not switching to *any* overlapping competitor applications by imposing massive penalty fees on hospitals who attempt to use products of competitors that rely on the hospitals' EHR records.

9. *Third*, Epic smothers potential new entrants by requiring its employees to sign [REDACTED] agreements and requiring [REDACTED] to agree not to hire or [REDACTED] Epic's employees and former employees.

10. *Fourth*, Epic uses its war chest to absorb losses on new products and starve out the competition.

11. This patient data does not belong to Epic. A patient's medical records belong to that patient, and to the providers who administer care to the patient. Indeed, Epic publicly admits it does not

“own” those records. But Epic has used its position as an EHR software database architect to insert itself as a gatekeeper, determining who can and cannot access these records.

12. Epic’s anticompetitive conduct has unreasonably restrained trade, erected artificial barriers to entry, and stifled innovation, in an industry that could otherwise benefit from the revolutionary growth in advanced analytics and artificial intelligence. Epic’s anticompetitive conduct has wide-ranging impacts on both the EHR industry and healthcare as a whole.

13. First, Epic harms other EHR software companies by improperly denying or delaying access to patient records by healthcare providers who chose *not* to use Epic. These delays, accompanied by pretextual justifications or even no justifications at all from Epic, act as a lurking threat to hospitals who try to bypass Epic’s monopoly, because those hospitals risk being denied access to their own critical medical records, which they need to provide care to patients. Every delay in obtaining EHR acts as a wrench in the gears of the hospital, whether an emergency room physician on the front lines of health care or a hospital’s billing office seeking payment for its services. This implicit threat is sufficient to deter providers from using other EHR software—and that is exactly what has happened, with only a single hospital customer signing with a non-Epic EHR database software in the last year.

14. Second, these same pretextual “delays” act as the executioner’s axe to the software competitors themselves. Companies requiring EHR to provide their services are completely reliant on timely and complete access to EHR. For example, an EHR software company seeking to provide staffing software to hospitals must know how many patients will need care, and the type of care that will need to be provided. By definition, a denial of access to EHR—even temporarily—shuts down the services they supply to their customers. And start-ups hoping to compete with Epic cannot get off the ground without access to EHR. Epic’s pretextual denials or delays ensure that

only Epic can decide which companies can compete, with which services, to which customers—thereby depriving customers of a competitive marketplace.

15. Third, these harms ultimately flow to patients. Today, countless firms seek to revolutionize healthcare with new and innovative technologies that would transform a patient's quality of care. For example, AI can be used to monitor a patient's blood pressure over time to assess for potential hypertension, or to flag potential diagnoses to physicians based on the patient's blood panel. But all require access to EHR. Epic knows this, and routinely wrongfully delays other firms' access to this information while developing its own, competing technology. Patients deserve full and fair competition, not monopoly.

16. In addition to its anticompetitive conduct, Epic has sold to Texas-based healthcare providers its EHR software, preconfigured to remove parental access to their minor children's electronic health records, accompanied by cherry-picked "recommendations." This false, misleading, and deceptive conduct has effectively restricted the fundamental right of Texas parents to direct their children's health care, in direct violation of Texas law.

17. Texas brings this lawsuit to hold Epic accountable for its monopolistic and deceptive conduct that has harmed competition, innovation, and the health and economic well-being of all Texans. Texas seeks an order requiring Epic to cease all unlawful conduct. Texas further seeks a judgment requiring Epic to pay damages, civil penalties, reimburse fees and costs as permitted by statute, and other remedies identified below. Through this action, Texas seeks to dismantle Epic's monopoly, hold it accountable for its violations of the law, and secure meaningful relief for the people of Texas, who deserve a fair and competitive healthcare technology market.

PARTIES

18. Plaintiff State of Texas, by and through its Attorney General, brings this action in its proprietary and sovereign capacities, and as *parens patriae* on behalf of the citizens, general welfare, and economy of Texas, under its statutory, equitable, and common law powers.

19. Defendant Epic is a privately-held corporation organized and existing under the laws of the State of Wisconsin with its principal place of business at 1979 Milky Way, Verona, Wisconsin 53593.

20. Founded in 1979, Epic has grown to dominate the EHR industry. By 2024, Epic's annual revenue was \$5.7 billion, and its profits were [REDACTED].

DISCOVERY CONTROL PLAN

21. Discovery is to be conducted under level 3 of Texas Rule of Civil Procedure 190.4.

22. This case is not subject to the restrictions of expedited discovery under Texas Rule of Civil Procedure 169 because the State's claims include a claim for non-monetary injunctive relief and claims for monetary relief, including penalties and attorneys' fees and costs, in excess of \$250,000, and the claims are within the jurisdictional limits of the Court.

PUBLIC INTEREST

23. Plaintiff State of Texas has reason to believe that Epic has engaged in, and will continue to engage in, the anticompetitive and exclusionary course of conduct set forth herein, has caused and will cause adverse economic effects to consumers and harm to economic competition in trade and commerce in this State, and will cause damage to the State of Texas and to persons in the State of Texas. Therefore, the Antitrust Division of the Office of the Attorney General of the State of Texas believes that this matter is in the public interest.

24. The State has reason to believe that Epic has engaged in, and will continue to engage in, the deceptive and unfair trade practices set forth below; that Epic has, by means of these unlawful

acts and practices, caused damage to and acquired money or property from persons; and that Epic adversely affected the lawful conduct of trade and commerce, thereby directly and indirectly affecting Texans. Therefore, the Consumer Protection Division of the Office of the Attorney General of the State of Texas believes and is of the opinion that these proceedings are in the public interest.

TRADE AND COMMERCE

25. Epic has, at all times described below, engaged in conduct that constitutes “trade” and “commerce” as those terms are defined in section 17.45(6) of the Texas Deceptive Trade Practices-Consumer Protection Act (“DTPA”).

ACTS OF AGENTS

26. Whenever in this Petition it is alleged that Epic did any act, it is meant that Epic performed or participated in the act, or that its officers, agents, or employees performed or participated in the act on behalf of and under the authority of Epic.

JURISDICTION AND VENUE

27. Plaintiff State of Texas alleges violations of Section 15.05 of the Texas Free Enterprise and Antitrust Act (“TFEAA”) and brings this action to prevent Epic from engaging in anticompetitive conduct that has resulted and will continue to result in adverse economic effects to consumers and harm to economic competition in trade and commerce in this State.

28. Texas also alleges violations of Section 17.46 of the DTPA and brings this action to prevent Epic from engaging in false, misleading, or deceptive acts or practices that have resulted and will continue to result in deception and harm to consumers in trade and commerce in this State.

29. This Court has subject matter jurisdiction over this action under Article 5, Section 8 of the Texas Constitution, Sections 15.20, 15.21, 15.26 and 17.47 of the Texas Business and Commerce Code, and Section 183.011 of the Texas Health and Safety Code. In enforcement suits filed

pursuant to Sections 15.20 and 17.47 of the Texas Business and Commerce Code and Section 183.011 of the Texas Health and Safety Code, the Attorney General is authorized to seek civil penalties and injunctive relief.

30. This Court has personal jurisdiction over Epic as it does substantial business in this County and State and the acts complained of relate to that business in Texas. *See* Tex. Civ. Prac. & Rem. Code § 17.042.

31. Epic has contracted with Texas residents to perform services in part in the State and has committed torts in this State. Many Texas hospitals and healthcare systems have contracted to allow for their patients' medical records to be input or digitized from Texas by Epic, stored with Epic, and accessed from Texas. The State and its citizens have been injured in Texas by Epic's acts to restrain trade and increase its monopoly power, acts which include Epic's imposition of anticompetitive contracts on Texas healthcare providers and payers.

32. Venue in this suit lies in Tarrant County under Sections 15.20(a) and 17.47(b) of the Texas Business and Commerce Code because Epic and its agents have done business in Tarrant County by contracting for products and services with consumers and businesses in Tarrant County, Texas.

33. This case could not be filed in and is not removable to federal court. There is no diversity of citizenship between the parties, as Texas is not a citizen of any State. *See Louisiana v. Union Oil Co. of California*, 458 F.3d 364, 366 (5th Cir. 2006). And no federal claim is raised in this petition. *See American Airlines, Inc. v. Sabre Inc.*, 694 F.3d 539 (5th Cir. 2013).

FACTS GIVING RISE TO THIS ACTION

34. Before getting to the relevant markets in this case, Epic's dominance, and Epic's use of exclusionary conduct to prevent competition from innovative firms, a short primer is provided on healthcare system participants. At the center of healthcare are **patients**—people who seek healthcare for a variety of needs. Where the patient is a minor-aged child, the **parents** or **guardians**

of the child play an important role in directing their child’s health care. Patients seek care from **healthcare providers**. Healthcare providers range in size from individual, self-employed physicians (e.g., a family medicine doctor), to neighborhood urgent care clinics, to large healthcare systems that can include multiple hospitals, clinics, and practices across many cities, regions, and even states.

I. Relevant Markets and Epic’s Market and Monopoly Power

35. Courts define relevant product and geographic markets to reflect “commercial realities” and identify affected lines of commerce. *See Brown Shoe Co. v. United States*, 370 U.S. 294, 336-37 (1962). There can be multiple relevant markets covering the same or similar products and services, and markets need not have precise metes and bounds. As shown by practical indicia, the structure of the industry, the behavior of market participants, Epic’s testimony and internal documents, and economic analysis, there are at least three relevant markets: EHR Database Software for Acute Care Hospitals, EHR Database Software for Academic Medical Centers, and Epic-EHR Applications. Epic dominates the first two Database Software markets and uses its dominance in those markets to monopolize the third: to access to patient data stored in hospital databases architected by Epic-EHR Database Software, Application developers must deal with Epic—not even other EHR Database Software providers are available substitutes. The costs for hospitals of switching to another EHR Database Software provider are prohibitive.

A. EHR Database Software for Acute Care Hospitals Market

36. The first relevant antitrust market at issue is EHR Database Software for Acute Care Hospitals.

37. For decades, managing and sharing the data stored in medical records was a major obstacle to patient care. Historically, medical records were maintained in paper form in doctors’ offices. Managing and sharing medical records between doctors was a time-consuming, laborious process

because records had to be physically stored by authorized personnel and shared via fax machine or mail.

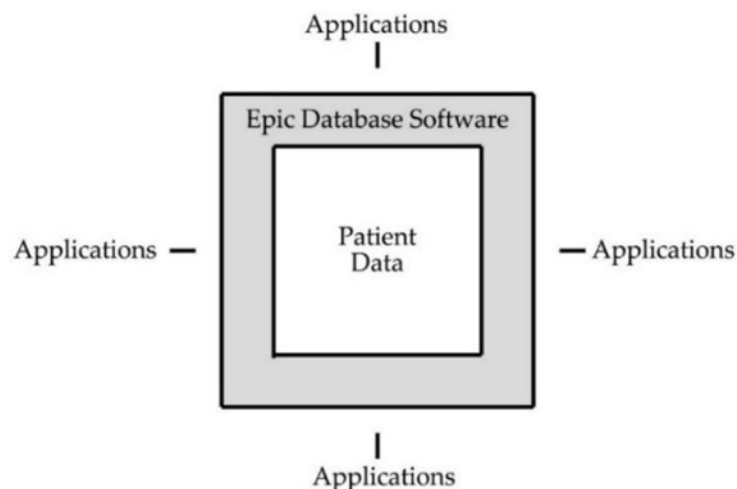
38. Paper records present an especially serious problem for “acute care” hospitals, which provide non-specialized short-term care. These features distinguish them from the other main types of hospitals, such as rehab hospitals and psychiatric hospitals. Acute care hospitals provide care that often requires coordination across different doctors, and the management and analysis of multiple types of clinical information. Across the country, these hospitals accounted for [REDACTED] patient beds and [REDACTED] dollars of spending in 2023. In Texas, these hospitals account for more than 80,000 patient beds and millions of patients.¹

39. The advent of computers transformed this piecemeal system by digitizing patients’ entire health record, including the patient’s medical history, diagnoses, medications, treatment plans, immunization dates, allergies, radiology images, laboratory and test results, and provider-side billing (collectively, **electronic health records** or **EHR**). Combined with the internet, digitized records allow near-instantaneous information exchange among providers and patients.

40. To use EHR, providers must have EHR Database Software. At the core of EHR Database Software are EHR databases, which allow healthcare providers to store, retrieve, and modify

¹ *Annual Survey of Hospitals 2017-2023*, Texas Hospital Data, available at: <https://healthdata.dshs.texas.gov/dashboard/hospitals/texas-hospital-data#data-source> (last accessed: Dec. 4, 2025).

EHRs. For example, for patient data stored in databases architected by Epic, Epic database software sits between the patient data and any Applications that access it:



41. There are no practicable alternatives or reasonably interchangeable substitutes for EHR Database Software for Acute Care Hospitals. EHR Database Software is specifically designed to support storing medical records for uses connected to complex hospital medical care.

42. Due to its electronic form, EHR Database Software offers substantial, unique benefits over paper records storage. These benefits matter particularly for acute care hospitals because these hospitals serve patients with uniquely complex conditions requiring more care coordination and information management. Scholars studying hospitals found that adopting EHR Database Software, as opposed to paper records storage, helps decrease patient mortality for complex patients.

43. Industry participants, including Epic, potential customers, potential competitors, and respected publications and observers recognize that EHR Database Software for Acute Care Hospitals is a unique product and that other types of software are not reasonably interchangeable with EHR Database Software for Acute Care Hospitals.

44. Other software is not a substitute because it is not designed to structure EHR databases for hospitals. For example, Microsoft Excel is not a substitute, because it does not provide the enormous number of data categories that hospital need. It also does not distinguish between user permissions as is required by hospitals. Any person accessing a Microsoft Excel spreadsheet can change any of the unlocked data values in that spreadsheet, but to avoid critical mistakes, EHR Database Software must provide hospital staff with the ability to change the data values only for the patient they are currently caring for.

45. Other software is also not a substitute because it is not subject to, and does not meet, strict regulatory requirements. EHR Database Software is subject to strict regulatory requirements, which other software does not meet. Providers of EHR Database Software must comply with HIPAA, HITECH, and other statutes and regulations. These laws and regulations demand significant and unique security, privacy, and documentation features.

46. EHR Database Software for Acute Care Hospitals has unique pricing compared to other types of software, including other types of healthcare software.

47. Epic directs sales, marketing, and other efforts of certain of its EHR Database Software to Acute Care Hospitals.

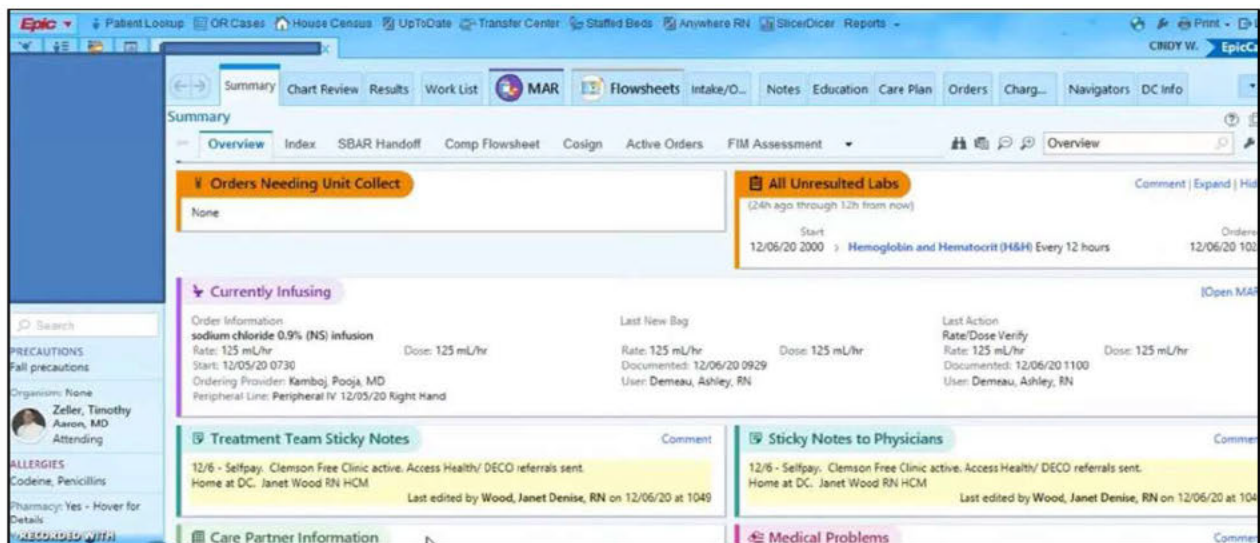
48. Because of these facts, a hypothetical monopolist can profitably implement a small but substantial, non-transitory increase in price (“SSNIP”) because EHR Database Software users would not switch to other types of products in sufficient numbers to make the increase unprofitable. In fact, as described below, Epic does profitably impose such price increases.

49. The relevant geographic scope of the EHR Database Software Market for Acute Care Hospitals is the United States. EHR Database Software is designed to comply with laws, such as the 21st Century Cures Act, *see* 42 U.S.C. § 300jj-52, that are unique to the United States. Few, if

any, EHR Database Software providers allow for access to medical records across international borders. The United States is the area in which EHR Database Software buyers and sellers operate and to which buyers can practicably turn for supplies.

50. Epic's EHR Database Software databases are Chronicles, Caboodle, and Clarity. Each Epic customer has an implementation (also known as an "instance") of Epic's Chronicles database to host their patients' medical records. Many hospital customers also have an instance of Epic's Caboodle database, which stores additional types of information. Epic does not allow its customers to buy its EHR Database Software databases as standalone products but instead requires Epic customers to buy Epic EHR Database Software databases together as a bundle with at least some of Epic's proprietary EHR Applications, described in the Epic-EHR Applications Market section below.

51. One version of the doctor interface for interacting with Epic's EHR Database Software looks like this:



i. Epic has monopoly power in the EHR Database Software for Acute Care Hospitals market.

52. Epic has monopoly power in the EHR Database Software for Acute Care Hospitals market as shown by its durable, dominant market share and the high barriers to entry.

53. Epic is the dominant EHR Database Software in the U.S by share of patient records. Epic has at least partial patient EHRs for more than 90% of the U.S. population.²

54. Epic also covers [REDACTED] in the United States.

55. Epic's monopoly power is confirmed by the high barriers to entering the EHR Database Software market and to switching between EHR Database Software providers.

- *High switching costs.* Healthcare providers cannot easily move their patients' EHRs to a new database. "Epic knows switching costs are too high to move to another vendor, as there are large-scale losses in productivity, time spent, and resources in changing behavior and moving to a computerized EHR system in the first place."³
- *Capital Investment.* The initial onboarding and implementation of software to digitally store EHRs costs hospitals tens of millions to billions of dollars. For example, in 2024, implementing Epic at the Memorial Hermann Health System cost roughly \$500 million dollars.
- *Time Investment.* Healthcare providers cannot quickly or easily move their patients' records to new EHR Database Software databases. Time to transfer is measured in years or decades.

² Giles Bruce, *Epic's dominance in 12 numbers*, Beckers Health IT (July 18, 2024), available at: <https://www.beckershospitalreview.com/healthcare-information-technology/ehrs/epics-dominance-in-12-numbers/>.

³ *Epic EHR Systems: The Role of Network Effects*, Harvard Business School (Oct. 4, 2015), available at: <https://digital.hbs.edu/platform-digit/submission/epic-ehr-systems-the-role-of-network-effects/>.

- *Training Costs and Specialized Expertise.* Training physicians and others on how to input information into new EHR Database Software takes time. Epic has raised the barriers to the entry of other EHR Database Software providers by ensuring that more than 90% of U.S. medical students train on Epic's EHR Database Software. In addition, healthcare providers' IT personnel must take in-person trainings and exams to use Epic's EHR Database Software, a process which can take months or years.
- *Experience with regulatory requirements.* EHR Database Software providers must meet high federal standards for privacy, security, and documentation.

56. These high barriers lock EHR Database Software hospital customers into Epic's EHR Database Software and prevent them from simultaneously using both Epic's EHR Database Software and other EHR Database Software. Respected industry publications recognize that a [REDACTED], giving Epic enormous pricing power.

57. These high capital, time, and customer base barriers also bar new entrants. Every new entrant that has attempted to enter the EHR Database Software for Acute Hospitals market in the last 10 years has failed to gain substantial market share. For example, in 2018, Amazon, Berkshire Hathaway and JP Morgan Chase formed Haven. Haven was a joint venture meant to transform healthcare. It was meant to start with the venturers' own employees, 1.2 million lives. But Haven folded without deploying a single alternative in 2021.

58. The EHR Database Software market is highly concentrated, underscoring Epic's monopoly power.

59. Industry observers recognize that Epic uses its monopoly power to anticompetitively raise barriers for entry, noting:

- “Epic is doubling down on its monopolistic hold on American health care and blocking would-be vital improvements in it.”⁴
- “Epic is creating an emerging monopoly in the USA.”⁵

60. Epic’s dominance in this market has been further solidified by its exclusionary conduct, as detailed in Section II below.

B. EHR Database Software for Academic Medical Centers

61. Academic Medical Centers are defined as acute care hospitals (or systems of multiple acute care hospitals) that also provide training to medical students and conduct medical research.

62. There are no practicable alternatives or reasonably interchangeable substitutes for EHR Database Software for Academic Medical Centers.

63. Market participants, including [REDACTED]

[REDACTED] all recognize that Academic Medical Centers are a unique market with unique needs.

64. Academic Medical Centers have unique needs stemming from their training and research functions. For example, EHR Database Software for Academic Medical Centers must be able to accommodate more user-access classes to recognize the different types of records access afforded to different types of users, which include medical students and doctors. As another example, EHR Database Software for Academic Medical Centers must be able to store research participant information, which is distinct from standard patient information. In addition, providers of EHR Database Software for Academic Medical Centers must manage a greater number of electronic

⁴ Kenneth D. Mandl and Isaac S. Kohane, *Epic’s call to block a proposed data rule is wrong for many reasons*, StatNews (Jan. 27, 2020), available at: <https://www.statnews.com/2020/01/27/epic-block-proposed-data-rule/>.

⁵ Ross Koppel and Christoph Lehmann, *Implications of an emerging EHR monoculture for hospitals and healthcare systems*, Journal of the American Medical Informatics Association Vol. 22, Issue 2 (March 2015), available at: <https://academic.oup.com/jamia/article/22/2/465/695841>.

health records and across a wider range of medical care specialties than software for smaller systems or individual practices do.

[REDACTED]

[REDACTED]

66. Epic also [REDACTED]

[REDACTED]

67. The relevant geographic scope of the EHR Database Software for Academic Medical Centers Market is the United States. EHR Database Software is designed to comply with laws, such as the 21st Century Cures Act, *see* 42 U.S.C. § 300jj-52, that are unique to the United States. Few, if any, EHR Database Software providers allow for access to medical records across international borders. The United States is the area in which EHR Database Software buyers and sellers operate and to which buyers can practicably turn for supplies.

i. Epic has monopoly power in the EHR Database Software for Academic Medical Centers market

68. Over [REDACTED] of Academic Medical Centers use Epic's EHR Database Software, including every health system on U.S. News & World Report's "Best Hospitals" list and "Best Grad Schools" for "Med Schools Research," as indicated below.⁶

⁶ *Epic Health System Community*, Epic, available at: <https://www.epic.com/community/> (last accessed: Dec. 9, 2025).



69. The same structural barriers that lock-in other hospitals to EHR Database Software also lock-in Academic Medical Centers to EHR Database Software. The barriers are even stronger because of the increased complexity of EHR within Academic Medical Centers.

C. Epic-EHR Applications Market

70. Once patient data has been stored as EHR in a database architected by EHR Database Software, the data can be harnessed to improve patient care and administrative efficiencies.

71. Epic and other developers add additional functionality and capabilities to the data stored in Epic's customers' EHR databases by building "EHR Applications" to use that data.

72. Epic sells suites of its proprietary Applications as its core products: for example, Epic Inpatient, Epic Ambulatory, and Resolute.

73. Common examples of EHR Applications include care coordination and management; clinical decision tools; electronic prescribing; patient scheduling; diagnostic testing integrations; claims coding, billing, and processing; data reporting and analytics tools; and data security and privacy capabilities. The addition of these adjacent software applications turn hospital's Epic EHR

Database Software into a massive and customizable system permeating every part of the healthcare provider's operations.

74. To access the data stored in customers' instances of EHR databases, Applications use Application Programming Interfaces ("APIs"). Using APIs, EHR Applications can "call" into an Epic-architected database to request specific EHR belonging to one or more patients, and the database will "respond" with the requested information. EHR Applications that "call" into Epic databases are "Epic-EHR Applications."

75. For example, a nurse can use Epic Inpatient to enter a patient's vital signs and review the history of the patient's vital signs. Other Epic-EHR Applications use hospital data stored in Epic databases to schedule physicians and hospital rooms. Texas hospitals want to develop new Epic-EHR Applications that combine data with AI to give patients new care options.

76. Epic-EHR Applications is a relevant product market and includes any Application that accesses EHR stored in an Epic customer's EHR database (the "Epic-EHR Applications Market").

77. The customers for Epic-EHR Applications include hospitals, other healthcare providers, insurance payers, healthcare researchers, analytics companies, and patients.

78. Epic-EHR Applications have no reasonable or practicable substitutes. If a user needs to access the information in a patient's electronic health records, only the electronic health record will serve the user's purposes. Services based on access to paper medical records are not reasonable substitutes because paper records are not accessible immediately by users who are away from the paper's physical location, cannot be transferred immediately between users who are not in the same physical location, and cannot be compiled in large volumes in any central location. Without access to electronic health record services, a user would need to individually digitize each patient

record, a prohibitive burden. This burden is a special bar when electronic health records are needed quickly for use in a patient care setting.

79. Nor are Applications that connect to other EHR Database Software reasonable substitutes. Healthcare providers that store EHR with Epic often use Epic's EHR Database Software exclusively because of the enormous capital, training, and switching costs described above. It does not make sense to "multi-home" or build duplicate EHR Database Software databases. So Epic EHR Database Software database customers store full sets of information only in Epic's database architectures, Chronicles, Caboodle, and Clarity, and not in any other EHR Database Software. Thus, for any EHR Application to access the patient data stored by an Epic customer, the EHR Application must be able to access the customer's instance of *Epic's* EHR Database Software.

80. Because of the high switching costs between Epic and other EHR Database Software providers (such as Cerner/Oracle or Meditech), the cross-elasticity of demand for Epic-EHR Applications and any potential alternative is at or near zero.

81. The relevant geographic scope of the Epic-EHR Applications Market is, at its broadest, the United States. Epic-EHR Applications are designed to comply with laws like the 21st Century Cures Act, *see* 42 U.S.C. § 300jj-52, that are unique to the United States. Few, if any, Epic-EHR Applications operate across international borders. The United States is the area in which EHR Database Software buyers and sellers operate and to which buyers can practicably turn for supplies.

i. Epic has monopoly power in the Epic-EHR Applications Market.

82. Epic's monopoly power in this market is shown by its ability to exclude other competitors, set prices, impose other onerous terms for access to healthcare providers' EHR records, as well as its market share and the substantial barriers to entry in this market.

83. *Ability to exclude.* Epic's monopoly power in the Epic-EHR Applications market is shown by its ability to exclude competitors.

84. As described above, to access the data stored in hospitals' instances of Epic's database architectures, Epic-EHR applications use APIs. If a hospital wants to give a third-party developer access to its data, the third-party developer must be able to send API calls to the hospital's Epic-architected database.

85. Epic is clear: while Epic provides its hospital customers with the EHR Database Software that structures the stored data, it "does not own or claim rights to [its] customers' patient data."

86. Nonetheless, [REDACTED], Epic controls the APIs. Even if a hospital wants to give a developer access to the hospital's data, Epic can veto the access by refusing to provide the relevant APIs to the developer.

87. So, if a hospital's data is stored in the hospital's instance of an Epic-architected database, then before the hospital can give a third-party Epic-EHR Application developer access to certain of the hospital's own data, the third-party developer must enter an agreement with Epic and agree to Epic's terms.

88. Not only does Epic have this power over data to exclude competitors; Epic wields that power, as described later in the petition.

[REDACTED] *Prices*. Showing its monopoly power in the Epic-EHR Applications market, [REDACTED]
[REDACTED]
[REDACTED]



█ Epic is often the highest-priced option for a given Application. █

█

█ Another demonstration of Epic’s monopoly power is the high prices it charges *developers*.

█

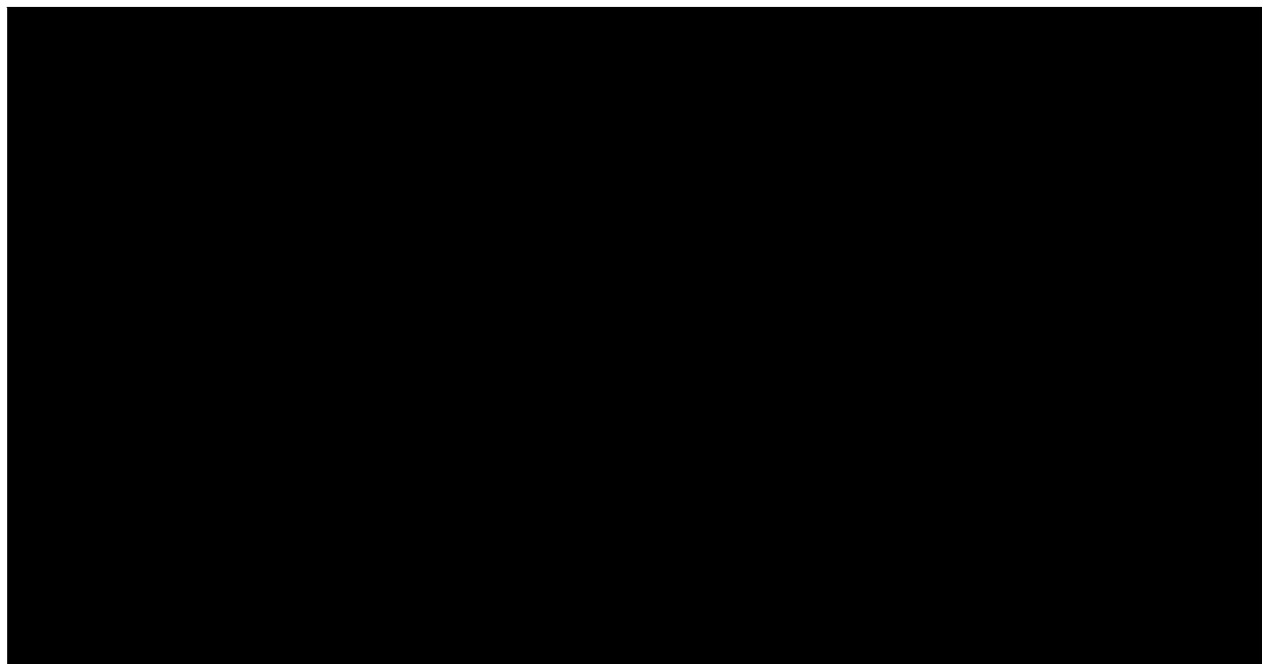
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93. Further showing Epic's monopoly power, employees say that Epic's EBITDA margin is at least 30%, which is double the margin of the average healthcare IT company. Epic uses these monopoly profits to build literal castles and moats around their headquarters in Verona, Wisconsin:



7



8

Terms. For some API connections, Epic's terms can be even more onerous.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

⁷ Andrew Owodunni, *This Wisconsin campus was built to look just like Hogwarts*, WIProud.com (Feb. 22, 2023), available at: <https://www.wiproud.com/news/local-news/this-wisconsin-campus-was-built-to-look-just-like-hogwarts/>.

⁸ Epic (@lifeatepic), Instagram, https://www.instagram.com/p/C_YPhQZv2tE/ (last accessed: Dec. 8, 2025).

95. *Share.* Epic is the dominant Epic-EHR Applications vendor in the U.S. Epic has at least partial patient EHR for over 90% of the U.S. population. And, as discussed, Epic controls access to these EHRs. Because most patients have at least one record exclusively stored in Epic, to provide comprehensive longitudinal EHR Applications, every other EHR Applications vendor must be able to access EHRs stored with Epic. More than [REDACTED] of academic medical centers use Epic EHR Applications to at least some degree, including every health system on U.S. News and World Report’s best hospitals list.

[REDACTED] Epic’s market share of the Epic-EHR Applications Market is high. For example, [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

97. The same structural barriers that give Epic substantial, durable market power in the EHR Database Software markets, detailed above, also give Epic the ability to lock its database customers into Applications designed specifically for Epic EHRs.

98. And, within that Epic-EHR Applications market, Epic has artificially raised the barriers to entry to lock out other Epic-EHR developers. Epic's anticompetitive conduct raising barriers to entry in the Epic-EHR Applications market is the focus of the next section.

II. Epic's Anticompetitive Conduct

99. In 2015, Epic was powerful, but viewed as vulnerable. A 2014 Rand Corporation report stated that problems with Epic's useability would "create an opportunity for an agile competitor to compete effectively for the long tail customers, especially those who've deliberately avoided participation in a large hospital system[.]"⁹ Epic was aware of the alleged threat posed by nascent competitors. Indeed, Peter DeVault, now Epic's Vice President of Interoperability, publicly criticized the RAND report.¹⁰

100. But Epic's control over access to hospitals' and other healthcare providers' data gives Epic tremendous power. Epic's EHR Database Software customers are locked in by the prohibitive costs of switching to an alternative EHR Database Software provider. This lock-in means that Epic can exploit its customers in the Epic-EHR Applications market.

██████████ And other EHR Applications developers have no technical means to access Epic's customers' data absent an Epic connection. Even if they had such means, ██████████

██

██

⁹ RAND Health, *Redirecting Innovation in U.S. Health Care: Options to Decrease Spending and Increase Value Case Studies* (2014), available at: https://www.rand.org/content/dam/rand/pubs/researchreports/RR300/RR308/RAND_RR308.casestudies.pdf.

¹⁰ Peter DeVault, Epic, quoted by Patrick Caldwell, *We've Spent Billions to Fix Our Medical Records, and They're Still a Mess. Here's Why*, Mother Jones, (Nov/Dec. 2015), available at <https://www.motherjones.com/politics/2015/10/epic-systems-judith-faulkner-hitech-ehr-interoperability/#comment-2364966253>.

102. Rather than compete on the merits, Epic has used its power to throw alligators into the moat to maintain its EHR Database Software monopoly, and to extend its EHR Database Software monopoly into a monopoly over EHR Applications that use hospital data stored in Epic-architected environments. Epic's monopoly playbook has at least four parts.¹¹

103. *First*, Epic requires customers to use Epic's new technologies (or wait for Epic to develop them) or face higher fees for both the new technologies and every other product provided by Epic. As part of this threat, Epic routinely overstates its progress on new technologies in the "Roadmap" guidance on its customers to rely.

104. *Second*, Epic uses no-hire and [REDACTED] agreements to stop employees from moving to [REDACTED], even though [REDACTED]

[REDACTED]

[REDACTED]

105. *Third*, Epic prevents Epic customers from working with other developers by blocking perceived competitors' access to the customers' data.

106. *Fourth*, Epic [REDACTED]

107. When Epic contracts with its EHR Database Software hospital customers, Epic does not inform its customers what its pricing strategy for new Epic-EHR Applications (either its own or third-party developers') would be. Nor could these customers forecast Epic's pricing strategy. But as those new Epic-EHR Applications develop, Epic leverages its power over EHR Database Software customers to monopolize Epic-EHR Applications by requiring customers buy

¹¹ This petition is a non-exhaustive list of Epic's recent anticompetitive acts. Epic may have undertaken additional anticompetitive conduct to be uncovered in discovery and may undertake further anticompetitive conduct in the future in response to technological and regulatory change.

from Epic or face across-the-board fee increases. After hospitals are locked in, Epic changes its prices and terms for these Epic-EHR Applications.

A. Epic locks out other developers by overstating Epic’s coming capabilities and threatening customers with across-the-board “maintenance” fee increases if they opt out of Epic exclusivity.

108. Epic requires customers buying its EHR Database Software databases to also buy at least some of its applications. And Epic incentivizes its customers to buy large suites of products by offering “enterprise” discounts compared to its “a la carte” pricing. It also offers new features “for free.”

109. Once a customer completes the onerous process of implementing Epic’s EHR Database Software bundled with an initial set of Epic’s EHR-Applications, Epic pressures hospital to forgo buying Epic-EHR Applications from other developers if Epic believes that it has—or will have—a feature that overlaps with the other developer’s product.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] in these customer-facing documents, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

116. Thus, Epic overstates its progress on [REDACTED] features to its customers.

117. This overstatement is intended to and successfully locks out other companies that *actually do* offer the features [REDACTED]

[REDACTED]

[REDACTED] the customer must pay increased recurring fees to Epic for *all* the products that the customer has licensed from Epic. Epic calls these recurring fees “maintenance fees.”

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] Epic's customers do not have a route to avoid these fee increases for non-exclusivity. Even were an Epic customer prepared to undertake the huge switching costs of moving to another EHR Database Software, [REDACTED]
[REDACTED]

121. So, Epic coerces its customers into a lose-lose situation: wait an unknown amount of time for Epic to develop a feature, or undertake implementing the feature with an outside developer knowing that, if Epic does ultimately roll out the feature, the customer will need to use Epic for the feature or risk a big maintenance fee increase.

[REDACTED] In addition to penalties, Epic also enforces its all-Epic software policy with a carrot: if a hospital keeps its Epic software current across the board—and meets additional requirements—it receives an “Honor Roll” good maintenance discount. As one [REDACTED] explained, [REDACTED]
[REDACTED]

[REDACTED] Epic's contract with at least one Texas hospital confirms that [REDACTED]
[REDACTED]

123. Indeed, in 2025, more than 60 healthcare providers met the requirements for Epic's Honor Roll program.¹² Epic's annual discount was as much as \$748,000 for one healthcare

¹² Giles Bruce, *64 health systems make Epic's 2025 Honor Roll*, Becker's Hospital Review (Aug. 25, 2025), available at: <https://www.beckershospitalreview.com/healthcare-information-technology/chrs/64-health-systems-make-epics-2025-honor-roll/>.

provider.¹³ The “Honor Roll” providers included Baylor Scott & White Health in Dallas, UTHealth Houston, and University Health System in San Antonio.¹⁴

124. Thus, hospitals that fail to keep their Epic software updated can face a combination of “maintenance” penalties and lost “Honor Roll” discounts. Together, this combination can total more than [REDACTED] of their recurring Epic fees. Therefore, Epic *de facto* conditions a hospital’s use of Epic’s database software and the hospital’s continued use of Epic’s Applications.

125. Epic’s maintenance pricing policies are not standard competitive behavior. Indeed, Epic leverages its monopoly power to contractually require that other Epic-EHR Application developers *do not* bundle their applications. [REDACTED]
[REDACTED]

126. The risk of paying higher fees is enough to deter many customers from even considering other developers, even if another developer’s solution is better than Epic’s, and even if Epic does not currently offer the solution.

127. CureIS, a competitor to Epic in EHR Applications, has developed technology for government managed care organizations. CureIS offers tools to (a) optimize and automate claims adjudication (“LettersCURE”), (b) verify and manage enrollment and eligibility (“EnrollmentCURE”); (c) address the revenue cycle (“RecoveryCURE”); (d) report encounters in compliance with government regulations (“EncounterCURE”); and (e) scrub and analyze data.

128. CureIS’s tools are Epic-EHR Applications: CureIS requires access to a customer’s EHR records and then applies business logic and rules to those records to reconcile sources, verify accuracy, and automate workflows to ensure that payers are accurately billing for members’ care.

¹³ *Id.*

¹⁴ *Id.*

129. CureIS's tools are innovative and decrease healthcare costs. CureIS updates its business rules every 24 hours on average. These updates mean that CureIS's tools quickly reflect changes by its partners (for example, a new file format by an insurance carrier) and incorporate customer suggestions. CureIS's tools decrease billing costs.

130. To the extent that Epic offers similar tools, their functionality is much more limited, according to CureIS's customers. Rather than compete on the merits, Epic has run its playbook to exclude CureIS.

131. CureIS has stated in federal court that conduct by Epic—including mandating that customers use Epic tools (even if they don't exist)—has led CureIS to lose at least 7 customers and has severely limited CureIS's ability to compete. For example, in 2024, Epic required one of its customers, Hill Physicians, to stop discussions with CureIS because Epic believed that it had a tool or service that overlapped with CureIS's.

132. Epic's maintenance pricing policies are not competition on the merits, but instead harm such competition by excluding new companies, even if they offer higher quality products, thus stifling innovation. Indeed, even if Epic does not currently offer a new feature, Epic still threatens to impose its policies, leaving customers without the feature for the period it takes Epic to build its replacement. That replacement process—if it happens—can take years.

133. Epic's maintenance pricing policies have already made a significant contribution to maintaining its monopoly power in the relevant markets and also appear reasonably capable of making a significant contribution to Epic's monopoly power in the relevant markets. The anticompetitive effects of Epic's maintenance pricing policies are to build out Epic's moat in the relevant EHR Database Software markets and to extend Epic's monopoly power to all EHR Applications which Epic believes it can provide.

B. Epic conscripts [REDACTED] into “no-hire” and [REDACTED] agreements.

134. Epic also suppresses innovation and harms competition by conscripting its [REDACTED]

[REDACTED] into “no-hire” and [REDACTED] agreements.

i. Epic requires no-hire and [REDACTED] restraints.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

136. [REDACTED]

[REDACTED]. Epic’s [REDACTED]

agreement is thus a *per se* illegal covenant that restricts former employees’ professional mobility.

[REDACTED] In another example, other EHR Applications developers cannot use private APIs to access EHR data stored in Epic customer environments unless the developers are accepted by Epic’s Vendor Service Agreement and agree to Epic’s “Vendor Services Developer Agreement.”

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

142. Through these “no-hire” and [REDACTED] agreements with other employers, Epic restricts its employees’ mobility without courts or even arbitrations. [REDACTED]

[REDACTED] Instead, Epic implicitly threatens costly litigation or cutting off software access. At least one former Epic employee was let go from a new job after Epic objected.¹⁵ Multiple EHR consulting groups have declined to hire former Epic employees when they learned that a non-compete *may* still be in effect.¹⁶

143. [REDACTED]

[REDACTED]

144. Thus, Epic uses its no-hire and [REDACTED] restraints to enforce its illegal restrictions.

ii. Epic's no-hire and [REDACTED] restraints are not ancillary to any legitimate agreement.

145. Epic's no-hire and [REDACTED] agreements are not "ancillary" to any agreement between Epic and an employee because they are not agreements between Epic and an Epic employee. Rather, they are horizontal restraints between Epic and other potential employers.

146. Epic's no-hire and [REDACTED] agreements go beyond any employment agreement between Epic and its employees because the no-hire and [REDACTED] agreements impose independent obligations on other employers to [REDACTED]

[REDACTED]

147. Epic's "no-hire" and [REDACTED] limitations are unreasonable. [REDACTED]

[REDACTED]

[REDACTED]

¹⁵ Marc Eisen, *Opportunity Lost*, Isthmus (June 1, 2023), available at: <https://isthmus.com/news/cover-story/opportunity-lost-epic-noncompete-list/> .

¹⁶ Krista Brown and Sara Sirota, *Leaked docs reveal extensive noncompete agreements at Epic Systems*, HEALTH CARE un-covered (Mar. 27, 2024), available at: <https://healthcareuncovered.substack.com/p/leaked-docs-reveal-extensive-noncompete> .

[REDACTED]

[REDACTED] And Epic's [REDACTED]

[REDACTED]

148. Epic's no-hire and [REDACTED] agreements are not otherwise ancillary to any legitimate restraint. A "restraint does not qualify as 'ancillary' merely because it accompanies some other agreement that is itself lawful." Phillip E. Areeda & Herbert Hovenkamp, *Antitrust Law* ¶1908b (4th ed. 2022).

149. Epic's "no hire" and [REDACTED] limitations do not further competition on the merits. Any benefits could be achieved by less restrictive means: namely, by Epic entering into lawfully narrow non-compete agreements with only its employees. And as another former employee says, "If they only work at Epic because they're scared of leaving, that's not good for anyone."¹⁷

150. These limitations have the potential to substantially contribute to Epic's monopoly power. By imposing penalties on its [REDACTED] for potential violations of contracts to which they are not a party (the Epic-employee contracts), Epic reduces the likelihood that other companies will hire its former employees, decreasing other companies' ability to access talent. Epic's limitation chills and delays their hiring of former Epic employees.

[REDACTED] These restrictions reduce [REDACTED]

[REDACTED]

¹⁷ Marc Eisen, *Opportunity Lost*, Isthmus (June 1, 2023), available at: <https://isthmus.com/news/cover-story/opportunity-lost-epic-noncompete-list/>.

152. Epic's "no-hire" and [REDACTED] limitations are also unreasonable because they require [REDACTED] to submit to Epic's non-compete agreements with its employees even though Epic's non-compete agreements with its employees violate Texas law.

iii. Epic's non-compete agreements with its employees violate Texas law.

153. Epic recruits its employees from across the country, including from Texas.

154. Epic requires its employees to enter non-compete agreements, which it sometimes calls "Epic Employee Commitments" ("Commitments"). Epic's non-compete periods are at least one year and extend for up to two years if an employee receives stock. As recently as 2019, during the non-compete periods, Epic's agreements barred former employees from working at about 4,500 firms in any way that involves healthcare software.¹⁸

7. Employment with Customers, Consultants and Cooperative Partners

Epic expends substantial time, money and effort on the training of its new employees. In addition, as an Epic employee, You have access to Epic's customer lists and are in a position to establish relationships with Epic customers and the consulting firms and cooperative partners with whom Epic has close business relationships. Therefore, during the Restricted Period, You will not, without first obtaining the written consent of an Epic Human Resources Director, be employed or engaged by, assist, or serve as an officer, partner, or director, or consultant to, or discuss the terms of prospective employment with, any Consultant or Cooperative Partner (as defined in Annex 2) or any customer or Active Prospective Customer of Epic while You were employed by Epic, except to the extent such employment, engagement, or other association does not relate in any way to software (e.g., the design, development, sale, implementation, support, training or other activity involving software), competitive offerings, or services that overlap with Epic Products or Services. Epic may add new Consultants and Cooperative Partners to Annex 2 from time to time if Epic has worked closely with the new consulting firm or cooperative partner in connection with the development of Epic products, the provision of services for existing customers or bidding on projects for prospective customers.

¹⁸ Krista Brown and Sara Sirota, *Leaked docs reveal extensive noncompete agreements at Epic Systems, HEALTH CARE un-covered* (Mar. 27, 2024), available at: <https://healthcareuncovered.substack.com/p/leaked-docs-reveal-extensive-noncompete>.

155. Many of the firms from which Epic has barred its employees are Texas-based, including:¹⁹

- a. Doctors Reporting Service of Texas, Inc.
- b. Healthcare Service Corporation
- c. Information Systems (Texas LP)
- d. Lone Star Synergistx, Inc
- e. Lonestar HIE LLC
- f. MindCare Solutions of Texas, PA
- g. Resource Corporation of America and Recovery of Texas, LLC
- h. The University of Texas Health Science Center at Tyler
- i. The University of Texas Rio Grande Valley
- j. UTHealth of Houston, School of Public Health, Center for Pediatric Population Health

156. These broad restrictions violate Texas law because they effectively bar employees from the entire healthcare IT industry for a year or more, are not limited to customers or companies with which the former employee interacted and are not limited in geographic scope. One of Epic’s standard ways to enforce its Commitments is to prevent former employees from supporting Epic software by denying them log-in credentials, which degrades their ability to perform job tasks in Epic-related hospital IT “to the point where they are unemployable by these organizations.”²⁰

¹⁹ *E.g.*, Greg Ledray, Mar. 1, 2023 Public Comment to U.S. Federal Trade Commission, available at: <https://www.regulations.gov/comment/FTC-2023-0007-17033>.

²⁰ *Id.*

157. Thus, the overbreadth of the underlying “Commitments” that Epic extracts from its employees is an additional reason that Epic’s “no-hire” and [REDACTED] agreements with healthcare providers and third-party developers are unreasonable.

[REDACTED] Nor do Epic’s employees have the option of starting up their own business instead. One former employee explains that Epic’s non-compete, along with other contractual terms, “makes it basically impossible for people to launch a healthcare startup.”²¹ Epic blocks that exit by [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

160. [REDACTED]

[REDACTED] Regardless of the actual amount of training an employee receives, Epic imposes its non-compete restrictions.

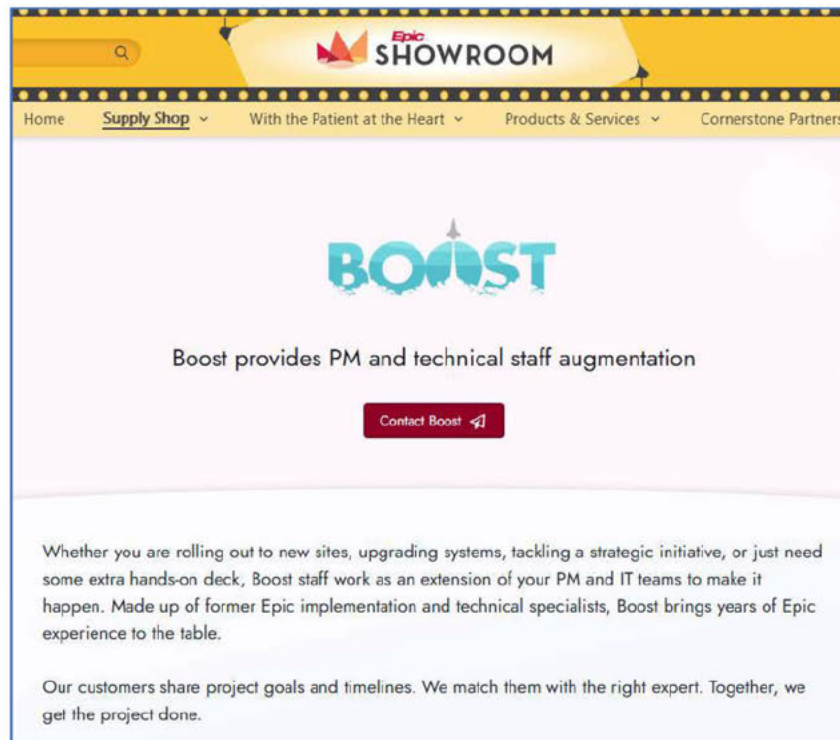
161. [REDACTED] Regardless of the actual trade secrets an employee knows, Epic imposes its non-compete restrictions.

²¹ Marc Eisen, *Opportunity Lost*, Isthmus (June 1, 2023), available at: <https://isthmus.com/news/cover-story/opportunity-lost-epic-noncompete-list/> .

iv. Epic’s web of agreements traps Epic employees and bars innovation.

162. The blackout is so total that Epic employees call the period a “gap year” and describe it as part of Epic’s “golden handcuffs,” which make it “really expensive for you to leave Epic.”²²

163. With Epic’s web of non-compete and no-poach agreements standing in the way, former Epic employees and Epic’s hospital customers often must continue to work through Epic to work with each other. In Epic’s “Supply Shop,” Epic sells the services of “former Epic implementation and technical specialists” through its “Boost” program and “experienced Epic staff who have extra time” to supplement project management and IT teams through its EpicCorps program.²³



²² *Id.*

²³ See Boost, *Showroom*, Epic, available at: <https://showroom.epic.com/stage?id=5> (last accessed Nov. 12, 2025); EpicCorps, *Showroom*, Epic, available at: <https://showroom.epic.com/stage?id=27> (last accessed Nov. 12, 2025).

164. Epic uses its contractual web to lock up its employees and extract additional rents from other employers.

165. Epic’s “Commitments” also harm Epic’s employees and former employees, as they have explained in public comments to the U.S. Federal Trade Commission:

- “The tech skills one learns at Epic are largely non-transferable to other industries outside of healthcare IT, so since all customers of Epic and all competitors of Epic are within the realm of expertise for former Epic employees, it is close to impossible to get a job in healthcare IT while the non-compete is active.”²⁴
- The non-compete “essentially makes the skills I learn in my field unusable for another job for 1.5-2 years afterwards if I were to leave. This greatly limits my ability to find new employment . . .”²⁵
- “I’ve seen . . . dozens of ex-Epic employees struggle to find employment - . . . over half of them have been forced to leave [Wisconsin] to find work or *leave IT completely*.”²⁶

166. Epic’s cornering of its employees and former employees also leads to less innovation overall. Epic’s restrictions decrease employee mobility, which scholars have found decreases innovation and reduces the value of any innovation which does occur.

C. Epic limits hospitals’ access to their own data.

167. Epic also suppresses innovation by leveraging its gatekeeper position to deny or degrade access to its customers’ data—even if the customer itself would allow the access—when

²⁴ Anonymous, Apr. 19, 2023 Comment to the U.S. Federal Trade Commission, available at: <https://www.regulations.gov/comment/FTC-2023-0007-20585>.

²⁵ Jennifer Duszynski, Apr. 30, 2023 Comment to the U.S. Federal Trade Commission, available at: <https://www.regulations.gov/comment/FTC-2023-0007-20505>.

²⁶ Evan Underwood, Jan. 25, 2023 Comment to the U.S. Federal Trade Commission, available at: <https://www.regulations.gov/comment/FTC-2023-0007-6651>. (emphasis added).

other companies are involved. There are some types of [REDACTED]

[REDACTED] There are other types of access that Epic grants to some developers at customer healthcare providers, but not to third-party developers that it considers competitors.

168. Even though Epic testified before Congress that its customers' data belong to its customers, Epic uses its contracts to set up a tollbooth to charge other companies for access to some of that data: [REDACTED]

[REDACTED] Sometimes, Epic simply vetoes other companies' access to customer data. To access customer data that is available through Epic's "private" APIs, Epic requires other developers to be accepted into Epic's Vendor Services program. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

170. Even after a developer has been accepted into the Vendor Services program, Epic retains the ability to veto that company's ability to access customer data through "private" APIs.

171. Starting in 2022, rather than provide an open library page of "private" APIs, Epic implemented an opaque API "Interoperability Request" form process. This "Interoperability Request" form was the only way for non-Epic and non-hospital developers to access Epic's "private" APIs until at least mid-summer 2025.²⁷

²⁷ <https://userweb.epic.com/Forms/TechnologyGuidance> (last accessed: Nov. 12, 2025).

172. Epic contractually retains full discretion to deny these private API requests.

173. Epic further undermines third-party developers by denying them access to Epic’s UserWeb and associated documentation. Epic employee developers have access to this documentation, as do developers at hospital customers. Epic locks out only third-party developers.

174. One example of how Epic blocks other companies’ access to customer data is CureIS. As CureIS has alleged in a federal lawsuit, in 2019, Epic stopped granting CureIS’s requests for “data, files, and configurations that CureIS needed to adapt its process to the Epic environment.” Previously, Epic had provided CureIS with reports which “allows users to generate real-time reports by pulling from Chronicles.” CureIS’s customer, Advocate Healthcare, eventually requested that CureIS be granted access to its data stored in Epic, but was told that CureIS would need to complete an “Application for Access” form. After the form was submitted, Advocate received word one month later that CureIS was denied access “due to them being a direct competitor”

175. Epic similarly denied another CureIS user, Sutter Health, the ability to give Sutter Health’s data to CureIS. Sutter Health was a long-time customer of CureIS and used its EnrollmentCURE tool. When Sutter migrated to Epic, Epic refused to provide CureIS with Sutter’s

rich real-time information, instead providing limited data that was at least a day old. In January 2025, Sutter suddenly terminated its contract with CureIS. Sutter's leadership told CureIS that it stopped using EnrollmentCURE because Epic had falsely represented that Epic had a tool with the same functionality. But Sutter has since informed CureIS that it prefers EnrollmentCURE over Epic's solution and that, if Epic were not preventing CureIS from accessing Sutter's data, Sutter would re-start using EnrollmentCURE because it is a superior product.

176. CureIS has asserted in federal court that other similar conduct by Epic—which includes mandating that customers use Epic tools (even if they do not exist), blocking integration, and raising unfounded data-security concerns—has led CureIS to lose at least 7 customers and has severely limited CureIS’s ability to compete.

Finally, there are [REDACTED]

[REDACTED]

stultifying innovation in the process.

178. Epic achieves its anticompetitive ends through anticompetitive contractual terms. For example, it is technically feasible for Epic to provide access to its hospital customers' real-time data to third-party Epic-EHR Application developers. [REDACTED]

 Epic is raising an artificial barrier.

179. Epic's contractual requirements are not standard in the industry. [REDACTED]

[REDACTED]

But Epic-EHR Applications developers cannot avoid contracting with Epic because of Epic's chokehold over its healthcare providers customers' data.

D. Epic prices below cost

180. As discussed above, Epic’s power in the relevant markets is protected by substantial barriers to entry.

[REDACTED]

114

11/11/2016

[REDACTED]

188. Epic's predatory pricing is not competition on the merits. Instead, by unfairly starving competitors, Epic undermines innovation.

E. Epic executes the entire playbook.

189. Nor does Epic deploy its tactics in isolation. Instead, it targets other companies—for example, CureIS—with the whole playbook. Epic's actions have cumulative and self-reinforcing anticompetitive effects. Separately or together, Epic's actions are anticompetitive.

190. Epic's conduct has foreclosed a substantial share of competition in the relevant markets and harmed the competitive process and consumers.

191. Epic has used its *de facto* exclusive contracts, no-hire and no-startup clauses, actual and threatened retaliation blocking hospitals' access to their own EHR records, and predatory pricing to lock-in hospitals and workers and lock out other developers, thereby blocking other companies from offering new and innovative product solutions.

III. Intent

192. Through this conduct, Epic intended to monopolize each of the relevant markets: EHR Database Software for Acute Care Hospitals, EHR Database Software for Academic Medical Centers, and Epic-EHR Applications.

193. Epic's intent to monopolize the relevant markets is revealed by its anticompetitive actions, discussed above. Epic's intent is also revealed by its statements that it blocked some companies' access to customers' data because Epic perceived the company to be an actual or potential competitor.

IV. Anticompetitive Effects and Competitive Harm

194. Epic has undertaken a series of exclusionary acts designed to protect and grow its dominance in the EHR Database Software and Epic-EHR Applications markets at the expense of Texas hospitals and patients. Fewer hospitals are using non-Epic EHR Database Software and EHR Applications due to the artificial barriers imposed by Epic. Epic's conduct has excluded meaningful alternatives to Epic's EHR Database Software and EHR Applications, decreasing EHR Database Software and Epic-EHR Applications output and suppressing improved efficiencies for Texans.

195. Even among the choices still available, product quality, advancements, and improvements have been forestalled. Epic's EHR and Applications Software are an increasingly complex software infrastructure. Physicians, nurses, and staff report that they spend hours on the administrative portion of Epic rather than on providing care, contributing to the high rates of provider burnout. Epic's technological barriers also harm Texas-based patients by causing delays in care when their providers, vendors, or other healthcare system participants receive EHRs that are out of date or have gaps in history.

196. Epic has no incentive to innovate and improve its patient-facing applications given the absence of competition for its Epic-EHR Applications. Epic knows that providers will choose to use its integrated modules over non-Epic vendors, regardless of product quality or patient satisfaction.

197. Similarly, Epic's conduct reduces other developers' incentives to innovate new technologies that improve the quality of patient care, such as providing patients with alternative treatment options or improved ways to manage their care across multiple providers. Epic's conduct increases the risks to innovation.

198. Epic's anticompetitive conduct has no non-pretextual, legitimate business purpose or procompetitive effect. Instead, by preventing hospitals from using their own data to realize patient care improvements and other efficiencies, Epic has artificially raised costs just to expand its moat and protect its monopolies.

199. Epic's conduct is not standard within the relevant markets.

200. Epic's conduct does not promote security and privacy. For example, when asked to identify breaches of privacy and security policies by third-parties, Epic could not.

V. Antitrust Injury

201. Epic's exclusion of innovators like its former employees, CureIS, and others from the relevant markets has distorted their proper functioning. As a result, customers of EHR Database Software and Epic-EHR Applications have been deprived of a choice between freely competing suppliers. Epic's conduct has decreased competition and innovation substantially to the detriment of Texas customers, including State hospitals and patients.

VI. Epic's False, Misleading, and Deceptive Conduct

A. Epic's Roadmaps are deceptive and misleading

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

B. Epic's deceptive use of automatic age-based proxy access violates Texas law

i. Epic's "Foundation System" denies parents and guardians the right to direct their child's upbringing

207. The digitization of health records alongside the widespread adoption of the internet has fundamentally changed the way patients access their health records. Patients can now view their health records online, typically through their healthcare provider's website. This has enabled parents and guardians to view the health records of those under their care ("proxy access"), including those of their minor-aged children.

208. Whether a parent or guardian has proxy access to their child's EHR is determined by each State's laws.²⁸ In states without parental proxy access rights, healthcare systems using an software system, like Epic, can allow a child to "own" their patient portal, withhold certain visit

²⁸ The Health Insurance Portability and Accountability Act ("HIPAA") grants parents and guardians access to their minor-aged child's medical records except where prohibited by state law, i.e., when minors can consent to medical care on their own for substance abuse or mental health treatment. *See* U.S. Dep't of Health and Human Services, Does the HIPAA Privacy Rule allow parents the right to see their children's medical records? (2002, Dec 19), available at: <https://www.hhs.gov/hipaa/for-professionals/faq/227/can-i-access-medical-record-if-i-have-power-of-attorney/index.html> (last accessed Dec. 4, 2025).

records and labs from the child’s medical records, and even turn off parental access during a “sensitive period.”²⁹

209. Parents and guardians have a fundamental right to direct their children’s health care and must be given access to their children’s medical records to exercise this right. Texas recently codified this right,³⁰ recognizing that “parents need to understand and be up to date on their child’s medical history as legal guardians[.]”³¹

210. Texas further recognizes that “children [] may not fully understand their own medical record and require assistance.”³² Minor-aged children are particularly vulnerable and at risk of succumbing to undue influence. Without parental proxy access, a minor-aged child could pursue medical care that directly contravenes the rights of parents and guardians to choose the manner in which to raise their child.³³ For example, a minor child could seek medication or pursue an invasive medical procedure without fully understanding its long-term effects. Parental proxy access, then, is a critical component of a parent’s or guardian’s legally protected role in caring for their children.

211. Rather than respect the rights of parents and guardians in Texas, Epic, through false, misleading, and deceptive conduct, imposes the beliefs of its non-Texas-based customers, particularly those without parental proxy access guarantees, on healthcare providers here. Epic

²⁹ R.H. Pasternak & K.B. Hawkins, *Adolescent privacy and the EHR*, 36 Contemporary Pediatrics 4 (April 2019).

³⁰ See Tex. Health & Safety Code § 183.006(b).

³¹ Texas Committee Rep., “Relating to electronic health record requirements”, 189th Leg. (Feb. 7, 2025).

³² Texas Committee Rep., “Relating to electronic health record requirements”, 189th Leg. (Feb. 7, 2025).

³³ See *Pierce v. Soc. Of the Sisters of the Holy Names of Jesus & Mary*, 268 U.S. 510, 535 (1925) (“The child is not the mere creature of the state; those who nurture him and direct his destiny have the right, coupled with the high duty, to recognize and prepare him for additional obligations.”).

delivers Texas-based healthcare providers a software system that automatically limits parental proxy access upon a child turning 12 years old in violation of Texas law.

ii. *MyChart*

212. Epic provides each customer a preconfigured version of its software that healthcare providers use as a starting point for their configurations. This default software package is called the “Foundation System.” A signature part of the Foundation System is Epic “MyChart.” MyChart is a patient portal through which a person can access his health information, communicate with healthcare providers, view test results, and set appointments. Proxy access workflows are fully configured in MyChart and allow a parent to access her child’s MyChart account. It is through these preconfigured and recommended workflows that Epic deceptively enables and reinforces restrictions on parental rights under the guise of “adolescent privacy.”

[REDACTED] Epic has configured its Foundation System to [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Not surprisingly, Epic [REDACTED]

[REDACTED] Epic further [REDACTED]
[REDACTED]

[REDACTED]

[REDACTED] Epic even [REDACTED]

[REDACTED]

[REDACTED]

iii. Epic's deceptive use of automatic age-based proxy access

[REDACTED] Epic's Foundation System [REDACTED]

[REDACTED] Epic [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Epic [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

217. In other words, Epic's default system is not designed to comply with Texas law.

218. Even still, Epic’s claim that the age-based proxy access restrictions reflect the majority of its customer community falls flat. As of 2024, only **ten** out of fifty states across the nation allow for a minor as young as 12 years old to consent to certain treatments.³⁴ Yet, age is only one factor considered in a highly factual analysis to determine whether a child can seek health-related treatment without the consent of their parent or guardian.³⁵ Of the ten states that specifically provide children the right to consent to treatment starting at 12 years old, including California, the child must be **at least** 12 years old **and** seeking certain classes of treatment, usually related to sexual assault, sexually transmitted infection, communicable disease, substance use, and mental health.³⁶

219. Generally, parents of children in Texas have the absolute right to maintain unrestricted access to their child’s records until the child reaches adulthood.³⁷ Prior to that, Texas law restricted proxy access only to records for certain medical treatment for which parental consent is *not* required. Such treatments include those for drug abuse; pregnancy; sexually transmitted infection; communicable disease; or treatment for those who need mental health services, regardless of age.³⁸ Outside of those treatments, Texas law only considers a child’s age for consent to treatment when the child is residing apart from a parent, managing their own financial affairs, and is at least 16 years old.³⁹ Epic’s stance, then, that **any** specific age requires parental proxy access to be cut off is entirely misleading.

³⁴ A. English & R. Guderman,, *Minor Consent and Confidentiality: A Compendium of State and Federal Laws*, National Center for Youth Law (2024).

³⁵ *Id.*; Tex. Fam. Code § 151.001(a)(6).

³⁶ *Id.* at 7.

³⁷ Tex. Health & Safety Code §183.006(b).

³⁸ Tex. Fam. Code § 32.003(a).

³⁹ Tex. Fam. Code § 32.003(a)(2).

[REDACTED] Epic [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
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[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

221. Epic acknowledges that patient and proxy access decisions for adolescents can be “especially tricky.” But instead of instructing providers to conduct a factual analysis to determine if a child’s right to privacy may be invoked, Epic tells its customers to just pick a number, any number. In other words, Epics uses a one-size-fits-all method for parental proxy access—and Epic’s method runs afoul of clear Texas law.

iv. Epic’s Foundation System is costly and difficult to override

222. As discussed above, Epic provides customers with a Foundation System it knows is not compliant with Texas law. Thus, Texas hospitals must customize and reconfigure their software, which is difficult, time consuming, and expensive. This is especially true given that the typical Epic contract totals millions of dollars annually. In practice, healthcare providers face many barriers when implementing and configuring software including inoperability, technical

difficulties, substantial financial cost, and a lack of well-trained clinician informatics personnel to carry-out the configuration and maintain the system.⁴⁰

223. For many rural hospitals in the State of Texas, being tasked with configuring a complex system, with no trained informatics personnel on staff, can be a significant financial burden and impossible to do.⁴¹ It is estimated that 60% of critical access hospitals reported major financial challenges related to EHR implementation.

224. Epic's software is neither intuitive nor easy to implement in practice, despite Epic's misleading claims of high configurability. High configurability does not account for the practical barriers that exist to successful software implementation compliant with Texas law. Texas law is clear. A parent's right to immediate, complete, and unrestricted access to their child's EHR can only be subordinate to their child's individual right to privacy in limited circumstances, not to promote Epic's subversion of a parent's legally protected duty to determine how best to care for one's child.

CLAIMS

Count 1 – Monopolization in Violation of the Texas Free Enterprise and Antitrust Act (EHR Database Software Markets)

225. The State realleges the preceding paragraphs as if fully set forth herein.

226. For this count, the relevant markets are the EHR Database Software for Acute Care Hospitals Market and the EHR Database Software for Academic Medical Centers Market.

227. Epic is violating Section (b) of the Texas Free Enterprise and Antitrust Act by achieving and maintaining monopoly power in the EHR Database Software for Acute Care

⁴⁰ See Sima Ajami and Razieh Arab-Chadegni, *Barriers to Implement Electronic Health Records (EHRs)*, Mater Sociomed (2013).

⁴¹ See Riveraxe, *Breaking Down Barriers: What Stops Effective EHR Implementation?* (Jul. 15, 2024).

Hospitals Market and the EHR Database Software for Academic Medical Centers Market. *See* Tex. Bus. Com. Code § 15.05(b).

228. At all relevant times, Epic has had monopoly power in the relevant markets because the markets are highly concentrated, protected by significant and durable entry barriers, and Epic has had a high market share and the power to control price and exclude competitors.

229. Epic's acts summarized above constitute illegal monopolizing conduct within the meaning of the Texas Free Enterprise and Antitrust Act. These illegal acts include but are not limited to exclusive dealing; coercing other employers into restricting former employees' mobility; imposing technical barriers to degrade the quality of non-Epic software products; preventing Epic's customers from accessing their own data unless they use Epic's unrelated proprietary software; and predatory pricing.

230. Epic's unlawful conduct has harmed competition in the relevant markets and reduced innovation, quality, and consumer choice in Texas to the detriment of Texas healthcare providers and patients. Texas consumers have suffered adverse economic impact as a result of Epic's anticompetitive conduct.

231. Epic's monopolization of the relevant markets has caused Texas providers and patients and Texas as *parens patriae* to suffer antitrust injury.

232. Epic's unlawful conduct is willful or flagrant.

Count 2 – Attempted Monopolization in Violation of the Texas Free Enterprise and Antitrust Act (EHR Database Software Markets)

233. The State realleges the preceding paragraphs as if fully set forth herein.

234. For this count, the relevant markets are the EHR Database Software for Acute Care Hospitals Market and the EHR Database Software for Academic Medical Centers Market.

235. Epic is violating Section (b) of the Texas Free Enterprise and Antitrust Act by attempting to implement the anticompetitive conduct summarized above with the specific intent to monopolize the EHR Database Software for Acute Care Hospitals Market and EHR Database Software for Academic Medical Centers Market. *See* Tex. Bus. Com. Code § 15.05(b).

236. At all relevant times, there has been at least a dangerous probability that Epic would succeed in monopolizing the relevant markets because the markets are highly concentrated, protected by significant and durable entry barriers, and Epic has a high market share and the power to control price and exclude competitors.

237. Epic's acts summarized above constitute illegal monopolizing conduct within the meaning of the Texas Free Enterprise and Antitrust Act. These illegal acts include but are not limited to exclusive dealing; coercing other employers into restricting former employees' mobility; imposing technical barriers to degrade the quality of non-Epic software products; preventing Epic's customers from accessing their own data unless they use Epic's unrelated proprietary software; and predatory pricing.

238. Epic's unlawful conduct has harmed competition in the relevant markets and reduced innovation, quality, and consumer choice in Texas to the detriment of Texas healthcare providers and patients. Texas consumers have suffered adverse economic impact as a result of Epic's anticompetitive conduct.

239. Epic's attempted monopolization of the relevant markets has caused Texas providers and patients and Texas as *parens patriae* to suffer antitrust injury.

240. Epic's unlawful conduct is willful or flagrant.

Count 3 – Monopolization in Violation of the Texas Free Enterprise and Antitrust Act (Epic-EHR Application Market)

241. The State realleges the preceding paragraphs as if fully set forth herein.

242. For this count, the relevant market is the Epic-EHR Applications Market.

243. Epic is violating Section (b) of the Texas Free Enterprise and Antitrust Act by attempting to implement the anticompetitive conduct summarized above with the specific intent to monopolize in the Epic-EHR Applications Market in the United States. *See* Tex. Bus. Com. Code § 15.05(b).

244. At all relevant times, Epic has had at least a dangerous probability of success at monopolizing the relevant market because the market is highly concentrated, protected by significant and durable entry barriers, and Epic has a high market share and the power to control price and exclude competitors.

245. Epic's acts summarized above constitute illegal monopolizing conduct within the meaning of the Texas Free Enterprise and Antitrust Act. These illegal acts include but are not limited to exclusive dealing; tying; monopoly leveraging; coercing other employers into restricting former employees' mobility; imposing technical barriers to degrade the quality of non-Epic software products; preventing Epic's customers from accessing their own data unless they use Epic's unrelated proprietary software; predatory pricing; and, in the alternative, aftermarket monopolization.

246. Epic's unlawful conduct has harmed competition in the relevant market and reduced innovation, quality, and consumer choice in Texas to the detriment of Texas healthcare providers and patients. Texas consumers have suffered adverse economic impact as a result of Epic's anticompetitive conduct.

247. Epic's monopolization of the relevant market has caused Texas providers and patients and Texas as *parens patriae* to suffer antitrust injury.

248. Epic's unlawful conduct is willful or flagrant.

Count 4 – Attempted Monopolization in Violation of the Texas Free Enterprise and Antitrust Act (Epic-EHR Application Market)

249. The State realleges the preceding paragraphs as if fully set forth herein.

250. For this count, the relevant market is the Epic-EHR Applications Market.

251. Epic is violating Section (b) of the Texas Free Enterprise and Antitrust Act by achieving and maintaining monopoly power in the Epic-EHR Applications Market in the United States. *See* Tex. Bus. Com. Code § 15.05(b).

252. At all relevant times, Epic has had monopoly power in the relevant market because the market is highly concentrated, protected by significant and durable entry barriers, and Epic has a high market share and the power to control price and exclude competitors.

253. Epic's acts summarized above constitute illegal monopolizing conduct within the meaning of the Texas Free Enterprise and Antitrust Act. These illegal acts include but are not limited to exclusive dealing; tying; monopoly leveraging; coercing other employers into restricting former employees' mobility; imposing technical barriers to degrade the quality of non-Epic software products; preventing Epic's customers from accessing their own data unless they use Epic's unrelated proprietary software; predatory pricing; and, in the alternative, aftermarket monopolization.

254. Epic's unlawful conduct has harmed competition in the relevant market and reduced innovation, quality, and consumer choice in Texas to the detriment of Texas healthcare providers and patients. Texas consumers have suffered adverse economic impact as a result of Epic's anticompetitive conduct.

255. Epic's attempted monopolization of the relevant market has caused Texas providers and patients and Texas as *parens patriae* to suffer antitrust injury.

256. Epic's unlawful conduct is willful or flagrant.

Count 5 – Restraint of Trade in Violation of the Texas Free Enterprise and Antitrust Act (Employment Restrictions)

257. The State realleges the preceding paragraphs as if fully set forth herein.

258. As alleged above, Epic has entered one or more contracts, combinations, or conspiracies to unreasonably restrain trade.

259. Specifically, Epic entered into naked agreements with other employers to restrict employment opportunities for Epic's current and former employees.

260. Not all parties to these agreements have been named as Defendants in this petition.

261. Epic's anticompetitive misconduct is unlawful *per se* under the Texas Free Enterprise and Antitrust Act. *See* Tex. Bus. Com. Code § 15.05(a).

262. Epic's restraints have caused Texas providers and patients and Texas as *parens patriae* to suffer antitrust injury.

263. Epic's unlawful conduct is willful or flagrant.

Count 6 – Violations of the Texas Deceptive Trade Practices Act

264. The State realleges the preceding paragraphs as if fully set forth herein.

265. The State may bring an action against a person when it has reason to believe the person is engaging in an act or practice declared unlawful under the Texas Deceptive Trade Practices Act. Tex. Bus. & Com. Code § 17.47(a).

266. The Texas Deceptive Trade Practices Act prohibits all false, misleading, or deceptive acts or practices in the conduct of any trade or commerce.

267. Epic is a person. Tex. Bus. & Com. Code § 17.45(3).

268. In the course of trade and commerce, Epic has engaged in false, misleading, or deceptive acts or practices declared unlawful by sections 17.46(a) and (b) of the Texas Deceptive Trade Practices Act, including, but not limited to:

- a. Advertising to Texas hospitals that Epic's upcoming software will have characteristics that it will not have;
- b. Advertising to Texas hospitals that Epic's upcoming software features are potentially available within six months when Epic does not have the intent to supply the features within six months, despite a reasonable expectable public demand;
- c. Deceivingly providing Texas healthcare providers with a preconfigured software system that automatically restricts parental proxy access to a child's electronic health records upon turning 12 years old in violation of Section 183.006(b) of the Texas Health and Safety Code;
- d. Deceivingly providing Texas healthcare providers with a preconfigured software system that allows parental proxy access restriction to a child's electronic health records based upon age in violation of Section 183.006(b) of the Texas Health and Safety Code;
- e. Causing confusion or misunderstanding as to the source, sponsorship, approval, or certification of goods or services by providing Texas-based healthcare providers its software system preconfigured based on the decisions of Epic's non-Texas-based healthcare providers and recommendations from Epic's customer-led specialty steering boards; and
- f. Representing that an agreement confers or involves rights, remedies, or obligations which it does not have or involve, or which are prohibited by law by contracting with Texas healthcare providers to deliver Epic's software system preconfigured to automatically restricts parental proxy access when a child turns 12 years old in violation of Section 183.006(b) of the Texas Health and Safety Code.

Count 7 – Failing to Provide Proxy Access in Violation of Texas Medical Records Privacy Act

269. The State realleges the preceding paragraphs as if fully set forth herein.

270. Epic is a “covered entity” pursuant to Section 181.001(b)(2) of the Texas Health and Safety Code.

271. Section 183.006 of the Texas Health and Safety Code requires covered entities to ensure that parents have “complete and unrestricted access to the minor’s electronic health record immediately upon request”.

272. Epic, as alleged herein, has denied parents access complete and immediate access to their children’s electronic medical records by preconfiguring its software system to restrict parental proxy access to a child’s records upon their child turning 12 years old.

273. Epic, as alleged herein, has further denied parents complete and immediate access to electronic medical records by allowing its new customers to choose proxy healthcare settings that limit parental access to their minor children’s records when a child turns a certain age.

Application for Permanent Injunctive Relief

274. The State has pleaded valid causes of action against Epic under the Texas Free Enterprise and Antitrust Act.

275. Due to Epic’s conduct, the State has and will suffer irreparable injury and has no adequate remedy at law.

276. The State requests that, following a trial on the merits in this case, the Court enter permanent injunction against Epic to restore competitive conditions in the relevant markets affected by Epic’s unlawful conduct and enjoin all activities that threaten to violate § 15.05 pursuant to the Texas Business and Commerce Code § 15.20(b).

277. At trial, the State will show that it has a probable right to the relief it seeks, namely that it has standing to bring these claims and that it is likely to succeed on the merits of its lawsuit.

278. In the absence of a permanent injunction, the State will suffer a probable injury because Epic's conduct threatens imminent, irreparable harm and the State has no other adequate legal remedy.

REQUEST FOR RELIEF

279. To remedy these illegal acts, Plaintiff requests that the Court:

- a. Adjudge and decree that Epic has committed violations of and is continuing to violate Sections (a) and (b) of Texas Business and Commerce Code § 15.05;
- b. Adjudge and decree that Epic has committed violations of and is continuing to violate Sections (a) and (b) of Texas Business and Commerce Code § 17.46;
- c. Award damages in an amount to be determined at trial;
- d. Order permanent injunctive relief to restore competitive conditions in the relevant markets affected by Epic's unlawful conduct;
- e. Order permanent injunctive relief to enjoin any activity or contemplated activity that violates or threatens to violate any of the prohibitions in Section 15.05 pursuant to the Texas Business and Commerce Code § 15.20(b);
- f. Order Epic to pay all costs of suit, including reasonable attorneys' fees, pursuant to Sections 15.21 and 15.20(b) of the Texas Business and Commerce Code and Section 402.006 of the Texas Government Code;
- g. Order Epic to pay civil fines pursuant to Sections 15.20(a) and 17.47(c) of the Texas Business and Commerce Code; and
- h. Award any additional relief in law or equity the Court finds just and proper.

DEMAND FOR A JURY TRIAL

280. Plaintiff demands a trial by jury of all issues properly triable to a jury in this case pursuant to Texas Rule of Civil Procedure 26 and Texas Government Code § 51.604.

Dated December 10, 2025.

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