

1 duct cancer, and hepatocellular carcinoma, liver cancer;

2 (7) Dr. Younas advised Mr. Stegall to start
3 chemotherapy for the bile duct cancer first and add another form of
4 chemotherapy for the liver cancer at a later date, and Mr. Stegall
5 promptly began a chemotherapy regimen of gemcitabine and cisplatin
6 to treat the bile duct cancer;

7 (8) as a result of the positive response Mr. Stegall
8 exhibited to chemotherapy, on October 23, 2014, Dr. Younas
9 recommended that Mr. Stegall add to his chemotherapy regimen
10 another drug that would target the liver cancer;

11 (9) Dr. Younas prescribed sorafenib, known in the
12 United States by the brand name Nexavar, in tablet form to treat the
13 liver cancer, and sought authorization for the drug from the Texas
14 Municipal League and TML MultiState Intergovernmental Employee
15 Benefits Pool, Inc.;

16 (10) Nexavar is FDA-approved for the treatment of
17 hepatocellular carcinoma, from which Mr. Stegall suffered, and
18 Nexavar increases the survival rates and life expectancy of
19 patients with advanced liver cancer;

20 (11) the Texas Municipal League and TML MultiState
21 Intergovernmental Employee Benefits Pool, Inc., refused to
22 authorize the drug for Mr. Stegall, and on October 30, 2014, a
23 written denial signed by Carol Padgett, RN, BSN, CCM, Medical
24 Intelligence Care Management, on TML MultiState Intergovernmental
25 Employee Benefits Pool, Inc., letterhead was sent to Mr. Stegall,
26 at the address of Texas Oncology, citing as the basis for the denial
27 that, "The requested service was determined to be unproven.";

1 (12) Dr. Younas persisted in efforts to obtain
2 chemotherapy for Mr. Stegall and engaged in a telephone conference
3 with Dr. Philip Schulman, an employee or agent of the Texas
4 Municipal League, TML MultiState Intergovernmental Employee
5 Benefits Pool, Inc., or UMR, Inc.;

6 (13) Dr. Younas learned that Dr. Schulman, and by
7 extension, the Texas Municipal League, TML MultiState
8 Intergovernmental Employee Benefits Pool, Inc., and UMR, Inc., did
9 not believe that Mr. Stegall had liver cancer;

10 (14) due to the urgency of Mr. Stegall's need,
11 Dr. Younas and his staff immediately began efforts to procure
12 Nexavar for Mr. Stegall without insurance and at no cost to
13 Mr. Stegall through a Resources for Expert Assistance and Care
14 Helpline program;

15 (15) the Texas Municipal League and TML MultiState
16 Intergovernmental Employee Benefits Pool, Inc., acted
17 intentionally to discourage Mr. Stegall from obtaining Nexavar;

18 (16) on November 5, 2014, PMC Multistate Case Manager
19 Carol West, an employee or agent of the Texas Municipal League, TML
20 MultiState Intergovernmental Employee Benefits Pool, Inc., or UMR,
21 Inc., advised Dr. Younas's staff that the Texas Municipal League
22 and TML MultiState Intergovernmental Employee Benefits Pool, Inc.,
23 would terminate all of Mr. Stegall's future coverage if he took
24 Nexavar and experienced complications from it;

25 (17) the communication caused Mr. and Mrs. Stegall to
26 believe that the Texas Municipal League and TML MultiState
27 Intergovernmental Employee Benefits Pool, Inc., were looking for

1 reason to cease payment for Mr. Stegall's treatment, and that any
2 attempt to circumvent coverage decisions by the Texas Municipal
3 League and TML MultiState Intergovernmental Employee Benefits
4 Pool, Inc., would be met with immediate termination of all
5 benefits;

6 (18) the attempt of the Texas Municipal League and TML
7 MultiState Intergovernmental Employee Benefits Pool, Inc., to
8 cease coverage for Mr. Stegall's treatment, and allow his death,
9 had a devastating impact on Mr. Stegall's demeanor and spirit, and
10 caused both Mr. and Mrs. Stegall severe mental distress;

11 (19) on November 11, 2014, Dr. Younas's staff was
12 contacted regarding difficulties verifying the status of
13 Mr. Stegall's insurance coverage, and Dr. Younas's office
14 responded by resubmitting the authorization request for Nexavar to
15 confirm the absence of coverage;

16 (20) on November 21, 2014, the Texas Municipal League
17 and TML MultiState Intergovernmental Employee Benefits Pool, Inc.,
18 suddenly and without explanation, reversed course and authorized
19 the Nexavar;

20 (21) the coverage decision was conveyed in a telephone
21 call initiated by Dr. Younas's office, and the Texas Municipal
22 League and TML MultiState Intergovernmental Employee Benefits
23 Pool, Inc., did not take any affirmative steps to notify
24 Mr. Stegall of its change in decision;

25 (22) for Mr. Stegall and his family, the reversal came
26 too late, and over the course of four excruciating weeks, during
27 which time Mr. Stegall, Dr. Younas, and Dr. Younas's staff worked

1 tirelessly to obtain the Nexavar, Mr. Stegall's condition
2 worsened;

3 (23) Mr. Stegall was admitted to the hospital on
4 Friday, December 12, 2014, where he died four days later;

5 (24) the Texas Municipal League and TML MultiState
6 Intergovernmental Employee Benefits Pool, Inc., and its agents,
7 including UMR, Inc., denied Mr. Stegall access to Nexavar both
8 directly by denying coverage and indirectly by threatening to end
9 all coverage if he obtained Nexavar without the approval of Texas
10 Municipal League and TML MultiState Intergovernmental Employee
11 Benefits Pool, Inc., or UMR, Inc., thus denying Mr. Stegall
12 coverage to which he had a contractual right, as well as the medical
13 benefits of timely access to the Nexavar;

14 (25) the wrongful and intentional acts of the Texas
15 Municipal League, TML MultiState Intergovernmental Employee
16 Benefits Pool, Inc., and UMR, Inc., ultimately caused Mr. Stegall's
17 premature death on December 16, 2014, at the age of 60;

18 (26) the actions of the Texas Municipal League, TML
19 MultiState Intergovernmental Employee Benefits Pool, Inc., and
20 UMR, Inc., demonstrate gross negligence and a wilful intent to
21 deprive Mr. Stegall of the benefits of his coverage and of his life
22 for the sake of financial economy; and

23 (27) the Texas Municipal League, TML MultiState
24 Intergovernmental Employee Benefits Pool, Inc., and UMR, Inc., must
25 be held liable; now, therefore, be it

26 RESOLVED by the Legislature of the State of Texas, That
27 Barbara Stegall is granted permission to sue the Texas Municipal

1 League, TML MultiState Intergovernmental Employee Benefits Pool,
2 Inc., and UMR, Inc., for wrongful death, negligence, breach of
3 contract, breach of the duty of good faith and fair dealing, and
4 violations of the Texas Insurance Code and Texas Deceptive Trade
5 Practices-Consumer Protection Act, subject to Chapter 107, Civil
6 Practice and Remedies Code; and, be it further

7 RESOLVED, That if Barbara Stegall is successful in proving
8 her allegation against the Texas Municipal League, TML MultiState
9 Intergovernmental Employee Benefits Pool, Inc., and UMR, Inc.,
10 Mrs. Stegall is entitled to an award of actual, compensatory, and
11 statutory damages and reasonable attorney's fees and costs
12 authorized by law; and, be it further

13 RESOLVED, That the suit authorized by this resolution shall
14 be brought in Dallas County; and, be it further

15 RESOLVED, That the attorney general, the Texas Commissioner
16 of Insurance, the executive director of the Texas Municipal League,
17 and the chairman of the board of TML MultiState Intergovernmental
18 Employee Benefits Pool, Inc., be served process as provided by
19 Section 107.002(a)(3), Civil Practice and Remedies Code.