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UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA

SUZANNE KISTING-LEUNG, *et al.*, Plaintiffs, v. CIGNA CORPORATION, *et al.*, Defendants.	Case No. 2:23-cv-01477-DAD-CSK **[PROPOSED] STIPULATED ORDER REGARDING USE OF TECHNOLOGY ASSISTED REVIEW**

Defendants the Cigna Group (f/k/a Cigna Corporation) and Cigna Health and Life Insurance Company (together, "Cigna" or "Defendants") and Samantha Dababneh, Randall Rentsch, and Abdulhussein Abbas (collectively "Plaintiffs") (individually, a "Party" and collectively, the "Parties"), by and through their respective counsel, hereby stipulate as follows:

1) As set forth in the Parties' Joint Scheduling Report Pursuant to Rule 26(f) (Dkt. 58), filed on May 23, 2025, the Parties have agreed to utilize the same document custodians, search terms, relevant time period, and technology assisted review protocol ("TAR Protocol") as in *Snyder, et al. v. The Cigna Group, Cigna Health and Life Ins. Co., and Cigna Health Mgmt., Inc.*, 3:23-cv-1451-OAW (D. Conn. Nov. 2, 2023) ("*Snyder* Action").

2) A copy of the TAR Protocol used in the *Snyder* Action is attached as Exhibit A.

3) The TAR Protocol sets forth various disclosure requirements that a Party intending to use TAR must comply with. Section II.C requires that if a Party intends to use search terms to identify responsive ESI, with or without the use of TAR, it must identify its custodians, date restrictions for each custodian, keyword search terms to be used, and hit counts. Additionally, Section II.D requires that a party choosing to use TAR disclose the names of its custodians and date range restrictions for each custodian. Section III.B also requires that Cigna disclose the total number of documents collected from each custodian, and the total number of documents in the TAR review set. The Parties stipulate that Cigna has provided Plaintiffs with Cigna's amended TAR disclosures (which list its custodians, relevant time periods for each custodian and for its non-custodial documents, number of documents collected from each custodian, and number of documents in the TAR review set), TAR search terms, and final hit report from the *Snyder* Action, which the Parties agree fulfill Cigna's disclosure obligations with respect to Sections II.C, II.D, and III.B.

4) As further set forth in the Parties' Joint Scheduling Report Pursuant to Rule 26(f), the Parties are willing to meet and confer to discuss additional search terms specific to the named Plaintiffs in this matter (such as names and plan sponsor information), and Plaintiffs agree to provide such proposed search terms within 30 days of entry of this stipulation. The Parties will then meet and confer regarding the additional proposed search terms, and to the extent they are unable to resolve

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1 any disputes within 90 days of the entry of this Stipulation, any Party may file an appropriate motion

2 for a determination by the Court.

3   5)   Section III.A.3 also requires that Cigna disclose in writing its vendor, TAR Software

4 with version, and general TAR process. Cigna's disclosure is as follows: Cigna's vendor is Consilio,

5 and Cigna will be using TAR 2.0 protocols. Cigna's TAR software is Brainspace's Continuous

6 Multimodal Learning version 6.8.1-42. To summarize its general process, a TAR 2.0 workflow ranks

7 documents on how likely they are to be responsive so that they may be reviewed in a prioritized

8 order. The parties further agree that this satisfies Cigna's disclosure obligations with respect to

9 Section III.A.3.

10   6)   The Parties agree that all references to the Local Rules of the District of Connecticut

11 in the TAR Protocol should be stricken and replaced by references to the Local Rules of the Eastern

12 District of California.

13   7)   The Parties otherwise agree that the provisions set forth in the TAR Protocol attached

14 as Exhibit A shall apply in the above-captioned matter. For the avoidance of doubt, this means that

15 the Parties agree that the Validation Protocol Set forth in Section III.D is reasonable and appropriate.

16 The Parties further agree that Cigna may use the same Validation Sample in both the *Snyder* Action

17 and in the above-captioned matter, which Plaintiffs can evaluate pursuant to the terms of the TAR

18 Protocol.

19 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

20

21 Dated: August 25, 2025   Respectfully submitted,

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[PROPOSED] STIPULATED ORDER REGARDING USE OF TECHNOLOGY ASSISTED REVIEW
CASE NO. 2:23-CV-01477-DAD-CSK

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PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: August _____, 2025   By: _____
                                                  Honorable Dale A. Drozd
                                                  United States District Judge

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EXHIBIT A

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

AMY SNYDER, JAMES WINGO, STACI FOSTER WHITNEY, and SCOTT SCHULTZ, on behalf of themselves and all others similarly situated,
 	
               Plaintiffs,
 	
    v.
 	
THE CIGNA GROUP, CIGNA HEALTH AND LIFE INSURANCE CO., and CIGNA HEALTH MANAGEMENT, INC.,
 	
               Defendants.
	Case No.: 3:23-cv-01451-OAW

STIPULATION REGARDING USE OF
TECHNOLOGY ASSISTED REVIEW

Plaintiffs Amy Snyder, James Wingo, Staci Foster Whitney, and Scott Schultz

("Plaintiffs"), and The Cigna Group, Cigna Health and Life Insurance Company, and Cigna Health

Management, Inc. ("Cigna" or "Defendants"), referred to individually as a "Party" or collectively

as the "Parties," by and through their respective counsel, stipulate as follows and for the reasons

set forth below:

I.   GENERAL TERMS

A.   <u>Application</u>. The procedures set forth in this Stipulation shall govern the use of

Technology Assisted Review ("TAR") in this action, as defined in Section I.F.8. below.

B.   <u>Scope of Discovery</u>. This Stipulation does not affect the proper subject matter of

discovery in this action. Nor does this Stipulation imply that Documents produced under its terms

are relevant or admissible in this action or in any other litigation.

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C.   Privileges. Nothing in this Stipulation shall be interpreted to require the disclosure of Documents that a Party contends are protected by the attorney-client privilege, the work-product doctrine, or any other applicable privilege or protection.

D.   Modification and Amendment. This Stipulation may be modified or amended by written agreement of the Parties.

E.   Reservation of Rights. The Parties reserve all rights under the Federal Rules of Civil Procedure, the Local Rules of Practice of the U.S. District Court for the District of Connecticut, applicable Judicial Practice Standards, and any other applicable law.

F.   Definitions.

1.   "Continuous Active Learning" or "CAL" shall refer to TAR 2.0 protocols that enable a system to continuously analyze the machine learning results as manual reviewers review documents for their responsiveness. CAL is a form of TAR that continuously improves through re-ranking the entire data set as it receives new batches of data.

2.   "Document" or "electronically stored information" or "ESI" as used herein, is defined to be synonymous in meaning and equal in scope to the usage of the phrase "documents or electronically stored information" in Fed. R. Civ. P. 34(a)(1)(A).

3.   "Metadata" is defined as (i) information embedded in a Native File that is not ordinarily viewable or printable from the application that generated, edited, or modified such Native File; and/or (ii) information generated automatically by the operation of a computer or other information technology system when a Native File is created, modified, transmitted, deleted, or otherwise manipulated by a user of such system.

4.   "Native File(s)" means ESI in the electronic format of the application in which such ESI is normally created, viewed, and/or modified.

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5.   "Producing Party" means the Party responding to the Requesting Party.

6.   "Requesting Party" means the Party seeking the production of Documents.

7.   "Technology Assisted Review" or "TAR" means generally the process whereby software scores and ranks (or presents) documents based on their likely responsiveness, and human reviewers review for responsiveness the documents that are prioritized (or presented) by the process. As used herein, TAR refers to TAR 2.0 protocols.

8.   "TAR Software" means the software a Party elects to use to perform the TAR.

II.   SEARCH OF ESI AND TECHNOLOGY ASSISTED REVIEW

A.   In responding to discovery requests, a reasonable inquiry must be made. The duty to make a "reasonable inquiry" is satisfied if the investigation undertaken and the conclusions drawn therefrom are reasonable under the circumstances. Nothing in this Stipulation departs from or imposes obligations beyond those required under the Federal Rules of Civil Procedure, the Local Rules of Practice of the U.S. District Court for the District of Connecticut, applicable Judicial Practice Standards, and any other applicable law.

B.   As part of this reasonable inquiry, the Producing Parties may use keyword searching or TAR (in conjunction with the use of keyword searching) to help them to identify responsive ESI. As reasonably necessary, the Producing Party may use multiple TAR models.

C.   If any Party chooses to use keyword searching to identify potentially responsive ESI (with or without the use of TAR), that Party shall provide to the Requesting Party (1) names of all custodians; (2) date range restrictions for each custodian; (3) keyword search terms to be used; and (4) hit counts for each custodian by each search term. Within 14 days of receipt of the Producing Party's proposed custodians, date ranges, keyword searches and hit counts, the

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Requesting Party will provide proposed edits (if any) to the keyword searching proposals by the Producing Party. Within 14 days of receipt of the Requesting Party's proposed edits, the Producing Party will provide to the Requesting Party revised hit counts for the proposed edits for each custodian by each search term. The Party will then meet and confer regarding their proposals, and if the parties disagree on the custodians, date range restrictions, and/or keyword search terms, and are unable to resolve any disputes within 60 days of the entry of this Stipulation, any Party may file an appropriate motion for a determination by the Court. The Parties may agree to jointly extend the foregoing deadlines as necessary. During the pendency of any such motion, the Producing Party's production obligation (to the extent it is dependent on the resolution of these issues) will be stayed.

        D.   If any party chooses to use TAR, that Party shall provide to the Requesting Party (1) names of all custodians; and (2) date range restrictions for each custodian. Within 14 days of receipt of the Producing Party's proposed custodians and date ranges, the Requesting Party will provide suggested edits (if any) to the proposal by the Producing Party. The Party will then meet and confer regarding their proposals, and if the parties disagree on the custodians or date range restrictions, and are unable to resolve any disputes within 60 days of the entry of this Stipulation, any Party may file an appropriate motion for determination by the Court. The Parties may agree to jointly extend the foregoing deadlines as necessary. During the pendency of any such motion, the Producing Party's production obligation as to documents subject to the TAR protocol (to the extent it is dependent on resolution of such TAR protocol or keywords) will be stayed. This does not relieve the Parties of their obligations to produce other forms of responsive documents or information.

E.   Requesting Party Response. Within ten (10) days of receiving any TAR disclosure provided for in Section III below, the Requesting Party may raise with the Producing Party any concerns with the disclosures. Subject to Section III.D.3.5., if the Parties are unable to agree after meeting and conferring, either party may submit the disputed issue(s) to the Court for resolution.

F.   Cooperation. The Parties agree to meet and confer in good faith over any disputes that might arise with respect to the use of TAR. Should the Parties be unable to resolve their disputes on any issues stemming from the use of TAR, the Producing Party may proceed to employ its proposal after conferring with the Requesting Party, or either Party may submit those issues to the Court for resolution subject to Section III.D.3.5.

III.   **TAR PROTOCOL**

A.   Identifying the TAR Review Set.

1.   Search Terms. A Producing Party using TAR may use search terms, if agreed to by the Parties, to cull the universe of documents into the set of documents that shall be subject to the TAR process (the "TAR Review Set") if the Parties agree that the use of search terms would cause the TAR process to be more efficient, cost-effective, and proportional to the needs of the case. As set out above, the Parties agree to meet and confer and attempt to reach an agreement on search terms that the Producing Party will use to create the TAR Review Set. If the parties are unable to agree after meeting and conferring, either party may submit the disputed issue(s) to the Court for resolution.

2.   Documents and Data Not Subject to TAR. Certain files, documents and/or data may be excluded from the TAR process because they would be poor candidates to train the system, *e.g.,* documents with too much or too little text, documents with poor quality text, photographs, logos, system files with no reviewable content, etc. The Producing Party may review

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certain sources of data or documents for responsiveness outside of the TAR process. The parties

agree that stand-alone excels will be reviewed outside the TAR process, but excels in a family may

be reviewed using TAR. The Producing Party will identify data sources or types of documents that

will not be or were not reviewed using TAR. Excluded system-generated files do not need to be

reviewed. A party will produce known responsive files, documents and/or data, regardless of TAR

exclusions, filtering, or scoring.

       3.   <u>Disclosure of TAR Process</u>. A Producing Party shall disclose in writing the

vendor, TAR Software with version, and general process they are utilizing.

       4.   <u>Global Deduplication Across Custodians/Data Sources</u>. Consistent with the

Parties' Stipulation Regarding the Production of Documents and Electronically Stored

Information, the Parties agree that global de-duplication will be applied across all custodians and

data sources that comprise the TAR Review Set. The Parties will maintain Metadata for any such

duplicate documents sufficient to identify all custodians who possessed the de-duplicated

documents in their files. The Parties may also utilize email threading, which may have the effect

of culling the review population.

      B.   Disclosure of Documents in Review Set.

       1.   <u>First Disclosure</u>. Prior to beginning the application of the chosen process to

the TAR Review Set or reviewing any Samples, the Producing Party will disclose to the

Requesting Party:

          a.   The total number of documents collected from each custodian at that

              point in time; and

          b.   The total number of documents in the TAR Review Set at that point in

              time.

To the extent the Producing Party is still collecting documents after the initial application of the chosen process to the TAR Review Set or review of any Samples is underway, the Producing Party will disclose to the Requesting Party the updated number of documents collected from custodians and the updated number of documents in the TAR Review Set stemming from those additional collection efforts once the additional collection efforts are completed.

C.   Continuous Active Learning.

1.   Training Iterations. If CAL is selected, the Producing Party will apply CAL to the TAR Review Set. Human reviewers will then review the documents prioritized by the CAL scoring process, beginning with documents identified as most likely to be responsive. As the review progresses, the system will be iteratively retrained with the additional confirmed responsive and non-responsive documents. During each iteration, CAL scores will be re-calculated using the additional reviewed documents, and any resulting additional documents recommended will be added to the review queue.

2.   When to Validate. Once a Producing Party reasonably believes that it has produced or identified for production a reasonable and proportional number of responsive non-privileged documents, it shall stop the review and conduct validation according to the protocol described in Section III.D. Nothing in this protocol precludes the Producing Party from performing non-disclosed internal validations, including through elusion samples, prior to performing the validation protocol described in Section III.D.

D.   Validation Protocol.

1.   The review process should incorporate quality-control and quality-assurance procedures to ensure a reasonable production consistent with the requirements of

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Federal Rule of Civil Procedure 26(b) and (g). This validation protocol assumes that the completeness or adequacy of the TAR Review Set has already been established.

        2.   <u>Presumption of Reasonableness</u>. A measured recall estimate under this validation protocol of 75% shall be presumptively reasonable, but if after completion of its review a party reasonably believes that it cannot obtain this level of recall despite reasonable and proportional efforts, the Parties agree to meet and confer regarding additional measures and/or alternate steps.

        3.   <u>Validation Sample</u>. The Validation Sample shall be used to assess the adequacy of the TAR process. The Validation Sample shall be reviewed by subject matter experts ("SMEs") who are knowledgeable about the subject matter of the litigation. A SME should be an attorney who is familiar with the requests for production ("RFP") and the issues in the case and will review a sample of documents (the "Validation Sample") drawn from the following subcollections (the "Validation Set").

      a. Specifically, the Validation Sample shall be partitioned into the following four Subcollections:

          i.   Documents identified by the review as responsive to at least one RFP, including any privileged documents, but not including family members of the responsive documents, unless those family members are deemed to be responsive in their own right ("Subcollection C(1)");

         ii.   Documents coded as non-responsive that were not included or not set to be included in a production, regardless of how the documents were selected for review ("Subcollection C(2)");

      iii.   Documents coded as non-responsive that are part of families that have at least one family member coded as responsive ("Subcollection C(3)"); and

      iv.   Documents excluded from manual review as the result of a TAR process ("Subcollection C(4)").

b. A sample shall be drawn consisting of the following:

      i.   250 documents selected at random from Subcollection C(1) ("Subsample D(1)");

      ii.   250 documents selected at random from Subcollection C(2) ("Subsample D(2)");

      iii.   250 documents selected at random from Subcollection C(3) ("Subsample D(3)"); and

      iv.   1,000 documents selected at random from Subcollection C(4) ("Subsample D(4)").

c. Should the Producing Party believe that the sample sizes specified in Section III.D.3.b. above would be disproportionate or unduly burdensome under the circumstances, that Party shall promptly raise the issue with the Requesting Party. To the extent a dispute remains concerning the sample sizes to be used after good faith negotiations have occurred, either Party may request of the Court in resolving such dispute.

d. The sample of 1,750 documents comprised of the documents from Subsamples D(1), D(2), D(3), and, if TAR was used, D(4), shall be combined into a single Validation Sample, with no indication of the Subcollection from which the

documents were derived or how they were previously coded. The Validation Sample shall be reviewed and coded by a SME. During the course of the review of the Validation Sample, the SME shall not be provided with any information concerning the Subcollection or Subsample from which any document was derived or the prior coding of any document. The intent of this requirement is to ensure that the review of the Validation Sample is blind; it does not preclude a Party from selecting as SMEs attorneys who may have had prior involvement in the original review process.

e. Once the coding outlined above in Section III.D.3.d. has been completed, the Producing Party shall prepare a table listing each of the 1,750 documents in the Validation Sample. For each document, the table shall include:

  i.   the Bates number of the document (for documents produced), or a control/identification number (for non-produced documents);

  ii.   the Subsample from which the document came (i.e., D(1), D(2), D(3), and D(4));

  iii. the SME's responsiveness coding for the document (i.e., responsive or nonresponsive); and

  iv.   the SME's privilege coding for the document (i.e., privileged or not privileged). All documents in the Validation Sample coded as privileged shall be included on the Producing Party's Privilege Log to the extent part of a responsive family. However, if the document is coded as non-responsive and not part of an otherwise responsive

family, it does not need to be included on the Producing Party's Privilege Log.

f.   The following items shall be provided to the Requesting Party:

i.   the table described in Section III.D.3.e.;

ii.   a copy of each responsive, non-privileged document as coded by the SME in the Validation Sample that was not previously produced or identified for production to the Requesting Party;

iii. The number of responsive documents found (Resp found) ≈ the size of Subcollection C(1) × the number of responsive docs in Subsample D(1) ÷ 250;

iv.   The number of responsive documents whose original coding differed from the SME's coding during validation and would not have been produced (Resp not found, not produced) ≈ the size of Subcollection C(2) × the number of responsive documents in Subsample D(2) ÷ 250;

v.   The number of responsive documents whose original coding differed from the SME's coding during validation and would be/were produced (R not found, produced) ≈ the size of Subcollection C(3) × the number of responsive documents in Subsample D(3) ÷ 250;

vi.   The number of responsive documents not reviewed (R not reviewed) ≈ size of Subcollection C(4) × the number of responsive documents in Subsample D(4) ÷ 1,000; and

vii. Estimated recall ≈ (R found + R not found, produced) ÷ (R found + R not found, not produced + R not found, produced + R not reviewed).

4.   As noted above, a measured recall estimate under this validation protocol of 75% shall be presumptively reasonable and shall create a rebuttable presumption that the Producing Party's inquiry and production were reasonable.

5.   <u>Rebutting the presumption of reasonableness</u>. The presumption of reasonableness described in the preceding section may be rebutted if the totality of evidence implies that the Producing Party's Validation Sample, recall estimate, and productions were not reasonable. Once the Requesting Party has received and has had an opportunity to review the information disclosed related to the Validation Sample, the Parties shall meet and confer to determine whether or not the Parties agree that the presumptively reasonable recall estimate, and the quantity and nature of the responsive documents identified through the sampling process, indicate that the review model has been validated. The Parties may also discuss whether the validation process should be repeated. If the parties are unable to agree on whether the review model has been validated, or whether the validation process should be repeated, the Requesting Party may seek guidance from the Court. If the Requesting Party seeks relief from the Court, the burden is on the Requesting Party to establish why the review model has not been validated.

6.   Depending upon the specific TAR vendor and technology being employed, the parties may find it necessary to modify the validation protocol. As such, the parties shall meet and confer as to the appropriate validation protocol prior to commencing the TAR process. If the parties are unable to agree after meeting and conferring, either party may submit the disputed issue(s) to the Court for resolution.

7.   <u>Confidence Interval</u>. The Producing Party shall calculate exact confidence intervals (using a binomial calculator[1]) of the number of responsive documents estimated to be in

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[1] For example: http://statpages.info/confint.html

Subcollection C(4) / Subsample D(4) based on the review of the Validation Sample ("Validation

Interval"). The Producing Party will disclose this information to the Requesting Party at the same

time the disclosures pursuant to Section III.D.3.f. are made.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: November 14, 2024

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