

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

The Estate of Gene B. Lokken, et al.,

Plaintiffs,

v.

UnitedHealth Group, Inc., et al.,

Defendants.

Case No. 23-CV-03514 (JRT/SGE)

**PLAINTIFFS' MOTION TO COMPEL
DISCOVERY RESPONSES AND
PRODUCTION OF DOCUMENTS**

Plaintiffs hereby respectfully request that the Court enter an Order to compel discovery responses and production of documents from Defendants responsive to Plaintiffs' Request for Production Nos. 4, 5, 7, 12-17, and 19 and Interrogatory Nos. 3, 4, 11, and 12. This motion is based on the memorandum and materials submitted with this motion, which specify the discovery requests at issue, the text of each discovery request at issue, the reasons why Defendants' productions are improper, and the remedy sought. *See* LR 37.1.

Dated: January 28, 2026

Respectfully Submitted,

s/Simeon A. Morbey

Karen Hanson Riebel (#0219770)

David W. Asp (#0344850)

Simeon A. Morbey (#0391338)

Derek C. Waller (#0401120)

Emma Ritter Gordon (#0404000)

LOCKRIDGE GRINDAL NAUEN PLLP

100 Washington Ave. South, Ste. 2200

Minneapolis, MN 55401

Tel: (612) 339-6900

khriebel@locklaw.com

dwasp@locklaw.com

samorbey@locklaw.com

dcwaller@locklaw.com

erittergordon@locklaw.com

Glenn A. Danas (CA #270317)

Ryan J. Clarkson (CA #257074)

Zarrina Ozari (CA #334443)

Michael A. Boelter (CA #353529)

Pro Hac Vice

CLARKSON LAW FIRM, P.C.

22525 Pacific Coast Highway

Malibu, CA 90265

Tel: (213) 788-4050

rclarkson@clarksonlawfirm.com

gdanas@clarksonlawfirm.com

zozari@clarksonlawfirm.com

mboelter@clarksonlawfirm.com

James Pizzirusso (DC #477604)

Nicholas Murphy (DC #90011138)

Pro Hac Vice

HAUSFELD LLP

1201 17th St., NW, Ste. 600

Washington, DC 20006

Tel: (202) 540-7200

jpizzirusso@hausfeld.com

nmurphy@hausfeld.com

Attorneys for Plaintiffs

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**PLAINTIFFS' MEMORANDUM OF LAW IN SUPPORT OF MOTION TO
COMPEL DISCOVERY RESPONSES AND PRODUCTION OF DOCUMENTS**

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I. INTRODUCTION

Defendants previously sought phased discovery and proposed producing only extremely limited categories of documents and information during their proposed Phase 1 approach. This Court rightly rejected phased discovery because it would be inefficient and was based on a misreading of Judge Tunheim’s prior Orders. Nevertheless, relying on the very arguments this Court rejected, Defendants have *continued* to resist discovery. Until January 26, 2026, despite the Court’s ruling, Defendants had only produced the documents that they would have produced in their proposed Phase 1 discovery.¹ *See, e.g.*, Defs.’ Mem. Supp. Mot. Amend Pretrial Scheduling Order, ECF No. 117, at 11 (Defendants identifying administrative records for named Plaintiffs and “[t]raining materials and other policy documents” related to nH Predict in proposed “Stage One” discovery).

While Defendants have agreed to search for some documents beyond the limited categories they previously proposed, Defendants are still refusing to produce *any* documents responsive to several of Plaintiffs’ discovery requests. For example, Defendants have refused to search for documents about: (1) the development and use of nH Predict; (2) the acquisition of naviHealth; (3) government investigations into AI-driven denials; (4) employee discipline for failing to adhere to nH Predict; and (4) Defendants’ internal AI

¹ Defendants made a production of documents on January 26, 2026, purportedly consisting of “custodial documents from the searches outlined in [Michelle Grant’s] letter dated December 15, 2025.” Boelter Decl. Ex. Q. Plaintiffs have not had an adequate opportunity to review the contents of the production before filing this Motion, but because the production is limited by the parameters raised in Defendants’ December 15 letter, Plaintiffs believe the production is inappropriately narrowed for the reasons stated herein.

oversight body. These areas of discovery are critical to Plaintiffs' case theory and are highly relevant.

Plaintiffs should not have to bring another motion to compel discovery beyond the limited categories of materials Defendants already agreed to produce, especially when the Court already rejected these very limitations. The discovery Plaintiffs seek is well within the scope of Rule 26(b)(1) as it flows directly from Plaintiffs' allegations and claims that remain pending before the Court. This Court should compel Defendants to participate in a fulsome discovery process and require Defendants to produce responsive documents and information to Plaintiffs as set forth herein.

II. BACKGROUND

a. Plaintiffs Allege Contract-Related Claims for Defendants' Misuse of AI to Deny Medically Necessary Care.

The Court denied Defendants' Motion to Dismiss Plaintiffs' Breach of Contract (Count 1) and Breach of the Implied Covenant of Good Faith and Fair Dealing (Count 2) claims. *See* Mem. Op. and Order, ECF No. 91, at 24. As the Court explained in ruling on Defendants' Motion to Dismiss, "in analyzing these claims the Court would only be required to investigate whether UHC complied with its own written documents." *Id.* at 19.

Plaintiffs' claims, thus, turn on Defendants' systemic use of nH Predict to review and deny claims for medically necessary treatment in a manner that violates various Evidence of Coverage ("EOC") provisions, including a provision requiring that individualized coverage determinations be made by appropriate medical professionals. Plaintiffs contend that Defendants relied on nH Predict to make medical necessity

“recommendations” that failed to consider a patient’s individualized circumstances. Am. Compl. ¶ 41 (alleging “Defendants wrongfully delegate their obligation to evaluate and investigate claims to the nH Predict AI Model in breach of the insurance agreement”). Plaintiffs further contend that, while nH Predict’s outputs are characterized as “recommendations,” in practice, Defendants use nH Predict’s “recommendations” to dictate coverage decisions and do not permit employees to deviate from nH Predict’s recommendations. *Id.* ¶ 42. Defendants discipline or terminate employees who deviate from nH Predict’s “recommendations.” *Id.* Plaintiffs contend that Defendants’ systemic use of nH Predict has resulted in wrongful denials of care without consideration of a patient’s individualized circumstances as required by the EOCs. *Id.* ¶¶ 6, 41, 43.

As detailed in Plaintiffs’ First Amended Complaint, Plaintiffs all have remarkably similar stories reflecting Defendants’ systemic use of naviHealth and nH Predict in a profit-motivated scheme to review claims in a way that creates a bias towards denial and violates EOC terms. After Plaintiffs’ medical providers found post-acute care was medically necessary, Defendants either denied prior authorization or covered only limited periods of care and, while the patient was receiving that care, denied any additional care as medically unnecessary. *See* Am. Compl. ¶ 63 (alleging Defendants denied Gene Lokken’s care after about 19 days), ¶¶ 75-76 (alleging Defendants denied Glennette Kell’s care after about 14 days), ¶¶ 95-96 (alleging Defendants denied Darlene Buckner’s care after about 8 days), ¶ 105 (alleging Defendants denied Carol Clemen’s care after about 10 days), ¶¶ 120-23 (alleging Defendants denied Frank Perry’s first admission after about 19 days), ¶ 129 (alleging Defendants denied Frank Perry’s second admission after about 10 days), ¶¶ 131-

32 (alleging Defendants denied Frank Perry’s third admission after about 12 days), ¶ 135 (alleging Defendants denied Frank Perry’s fourth admission after about 14 days), ¶¶ 142-43 (alleging Defendants denied Jackie Martin’s residential care after about 13 days), ¶¶ 154-55 (alleging Defendants denied Carolyn William’s care after less than 10 days), ¶ 165 (alleging Defendants denied William Hull any post-acute care).

Plaintiffs’ stories are not isolated events—the similar experiences of putative class point directly to Defendant’s use of nH Predict, contrary to the terms set forth in the EOCs. For example, a Senate investigation report from October 2024 confirmed Defendants’ claim denial rate for post-acute claims more than doubled after they began using naviHealth and nH Predict in 2019, surging from 8.7% in 2019 to 22.7% in 2022.² In other words, in 2022, Defendants denied more than a fifth of all post-acute care claims where a patient’s medical providers found that continued post-acute care was necessary. Worse, Defendants’ increased denials often lacked any appropriate justification, which resulted in over 80% of prior authorization denials being reversed when appealed. *Id.* ¶ 47. Despite the overwhelming evidence of erroneous claim denials following the use of nH Predict, however, Defendants persisted in relying on nH Predict’s recommendations to make coverage determinations. *Id.* ¶ 53.

Plaintiffs have alleged that these denials of care all flowed from the same fundamental contractual breaches: Defendants used naviHealth and nH Predict to make

² U.S. Senate Permanent Subcommittee on Investigations, *Refusal of Recovery: How Medicare Advantage Insurers Have Denied Patients Access to Post-Acute Care*, Majority Staff Report (Oct. 17, 2022) (“Senate Report”) at 19.

medical necessity “recommendations” and established a system that required employees to adhere to nH Predict’s recommendations in lieu of exercising their own independent clinical judgment as envisioned by and set forth in the EOCs. Am. Compl. ¶¶ 186-91, 196-202. In other words, unlike in a breach of contract case where a patient challenges their insurer’s individualized medical necessity determination, Plaintiffs here challenge Defendants’ *systemic and chronic failure* to conduct *any* legitimate individual medical necessity determination. *See* ECF No. 91 at 4 (acknowledging Plaintiffs’ theory that Defendants used artificial intelligence “in lieu of physicians to make coverage determinations”).

b. Plaintiffs Seek Relevant Documents and Information About AI-Driven Denials.

To obtain relevant information from Defendants pertaining to these claims, Plaintiffs served their First Set of Requests for Production and Interrogatories to Defendants on May 16, 2025. *See* Boelter Decl. Exs. A, D. Defendants responded to Plaintiffs’ first set of discovery requests on June 30, 2025. *See* Boelter Decl. Exs. B, E.

After Defendants failed to produce anything other than administrative records relating solely to Plaintiffs, the Parties filed two discovery motions. Defendants filed a Motion to Amend the Pretrial Scheduling Order seeking to bifurcate discovery into two phases: (1) stage one discovery allowing limited productions and depositions relating only to Plaintiffs’ individual claims and summary judgment on those claims; and (2) class discovery. Defs. Mot. Amend Pretrial Scheduling Order, ECF No. 116. Plaintiffs filed a Motion to Compel Discovery Responses seeking to force Defendants to produce the

requested information. Pls.' Mot. to Compel Disc. Resps., ECF No. 109.

On September 5, 2025, the Court held a hearing on both motions. The Court denied Defendants' Motion to Amend the Pretrial Scheduling Order, noting that nothing in Judge Tunheim's Order on Defendants' Motion to Dismiss justified such a bifurcation. Order, ECF No. 130 at 6-7. The Court also denied Plaintiffs' Motion to Compel Discovery Responses as premature, directing the Parties to meet and confer about the discovery at issue. Tr. of Sept. 4, 2025 Mot. Hr'g at 50:4-25. Defendants served amended responses on November 20, 2025. *See* Boelter Decl. Exs. C, F.

c. Discovery Requests at Issue and Defendants' Responses.

The discovery requests at issue, and Defendants' amended objections and responses, have been submitted with this motion. *See* Boelter Decl. Exs. A, C, F. Specifically, Plaintiffs move to compel responses to Requests for Production 4, 5, 7, 12-17, and 19 and Interrogatories 3, 4, 11, and 12.³ A brief summary of each request and a concise statement as to why Defendants' responses are improper follows.⁴

RFP No. 4 seeks documents and communications about Defendants' policies, operating procedures, protocols, methods, practices, memoranda, and reports concerning

³ The overarching disputes about the scope of Plaintiffs' claims, the Relevant Time Period, and Plaintiffs' definition of post-acute care affect discovery requests beyond this enumerated set. Because Plaintiffs believe the disputes as to additional requests will be wholly resolved by the Court's resolution of these overarching disputes, Plaintiffs do not separately address the additional requests in this Motion.

⁴ Defendants asserted boilerplate objections to every request as overly broad, unduly burdensome, and disproportionate, so this summary does not repeat those objections for every request.

how they assess and adjudicate post-acute care claims, including documents related to employee training. Ex. A at 10. **RFP No. 5** seeks internal documents and communications discussing or analyzing nH Predict, including compliance with or adherence to generally accepted standards of medical practice and Defendants' coverage documents. *Id.* Defendants produced 459 documents in response to these Requests and agreed to produce additional documents based on custodians and search terms proposed. But Defendants' proposal improperly excludes documents related to post-acute care facilities other than skilled nursing facilities (like inpatient rehabilitation facilities ("IRF") and long-term rehabilitation care ("LTAC") facilities) and documents from before July 1, 2019, *see* Boelter Decl. Ex. C at 4-5, hindering Plaintiffs' ability to examine how and why Defendants' policies and practices changed over time. Plaintiffs request that the Court require Defendant to add custodians with knowledge of claim denials in these care settings.

RFP No. 7 seeks documents related to the development and use of nH Predict. Ex. A at 11. Defendants objected on relevance grounds and claimed that the "request is based on a faulty premise regarding the use of nH Predict." Boelter Decl. Ex. C at 16. Defendants refused to produce any documents beyond the documents they agreed to produce in response to RFP No. 4, which are not responsive to this Request. *Id.* at 15-17. This response is improper because it refuses to produce documents on the grounds that Defendants deny Plaintiffs' allegations. An assertion that the other party's factual allegations are wrong is not a valid basis to deny access to information necessary to test those allegations. Further, the development of nH Predict is relevant to Plaintiffs' claims because it shows: (1) how nH Predict works; (2) the development goals of nH Predict; (3) the anticipated benefits of

nH Predict; and (4) whether nH Predict was designed to supplant physician decision-making, among other crucial information.

RFP No. 12 seeks documents and communications about the acquisition of naviHealth by Defendants, including projected cost-savings as a result of the acquisition of naviHealth. Ex. A at 11. Defendants refused to produce any documents on the grounds that the documents are not relevant and that such a production would be unduly burdensome. Ex. C at 21-22. This response is improper. Plaintiffs allege that nH Predict was acquired and used to increase Defendants' profits by introducing a review process predisposed towards denying medically necessary care at the expense of insureds and in violation of the EOCs. Plaintiffs explained in their December 4, 2025 Letter to Defendants that this information is relevant because it tends to show: (1) why UnitedHealth acquired naviHealth; (2) what UnitedHealth hoped to gain by acquiring naviHealth; (3) what changes UnitedHealth intended to make to naviHealth's practices and why; and (4) whether UnitedHealth intended to use naviHealth to supplant physician decision-making, among other critical information. *See* Boelter Decl. Ex. M at 8.

RFP No. 13 seeks documents and data about the value, earnings, and revenue of Defendants' businesses. Ex. A at 12. Defendants refused to produce any documents, citing a relevance objection. *See* Boelter. Decl. Ex. C at 22-23. This response is improper because information about Defendants' earnings and revenue, in particular with respect to their Medicare Advantage business, is relevant to show Defendants' motive to increase denials, demonstrates how much Defendants gained by abusing nH Predict, and establishes potential damages.

RFP No. 14 seeks documents concerning any internal or governmental investigation of Defendants’ policies, practices, or operations, especially as related to the use of algorithms or AI to assess or adjudicate claims. Ex. A at 12. Defendants refused to produce any documents and objected that the requested documents were not relevant and that the Request was overly broad and burdensome. Ex. C at 23-24. Defendants’ scope objections were partially based upon Defendants’ flawed interpretation of Plaintiffs’ Request, which Plaintiffs clarified in their December 4, 2025 Letter. Ex. M at 8-9. Defendants have not changed their position since this clarification. Defendants’ response is improper because Plaintiffs’ case is about Defendants’ use of AI to resolve claims for Medicare Advantage customers, and internal or governmental investigations into those practices are plainly relevant to whether those practices violate Defendants’ EOC contracts. In addition, Defendants have publicly acknowledged ongoing civil and criminal investigations into their Medicare Advantage business,⁵ and a U.S. Senate Subcommittee has investigated Defendants’ use of nH Predict in the post-acute care setting—exactly the conduct at issue in this case. Documents and communications relating to these investigations would tend to show the processes by which nH Predict was (or was not) used in making medical determinations and, significantly, how Defendants adjusted their processes (or were recommended to adjust their processes) as a result of their own internal investigations, or governmental investigations and/or communications with the government.

⁵ UnitedHealth Group Incorporated Annual Report (Form 10-K) (Feb. 27, 2025), <https://www.unitedhealthgroup.com/content/dam/UHG/PDF/investors/2024/UNH-Q4-2024-Form-10-K.pdf>.

RFP No. 15 seeks documents produced by Defendants to any governmental agency or regulatory body related to their assessment and adjudication of post-acute care claims.⁶ Ex. A at 12. Defendants refused to produce any documents and objected that the requested documents were not relevant and that the Request was overly broad and burdensome. Ex. C at 24-25. This response is improper because, to the extent governmental or regulatory bodies have investigated Defendants' use of nH Predict and AI in assessing post-acute care claims, any productions in those investigations are relevant to this case. Indeed, the U.S. Senate Permanent Subcommittee on Investigations investigated Defendants for the very conduct at issue in this case—the documents produced to the government are unquestionably relevant to private litigation about the *same conduct*. These investigations, documents and communications would tend to show the processes by which nH Predict was (or was not) used in making medical determinations and, significantly, how Defendants adjusted their processes (or were recommended to adjust their processes) as a result of their own internal investigations, governmental investigations, and/or communications with the government. Separately, Defendants' unsubstantiated burden objections fail because this Request seeks documents already collected, culled, and screened for privilege before being produced by the government—there's minimal or no additional burden in making that same production to Plaintiffs.

RFP No. 16 seeks documents showing how Defendants evaluate naviHealth

⁶ This Request originally sought documents produced in investigations relating to medical claims, but Plaintiffs have agreed to limit this request instead to cover only post-acute care claims.

employees and set compensation. *See* Boelter Decl. Ex. A at 12. Defendants agreed to produce only documents relating to performance metrics for Medical Directors involved in skilled nursing facility claims, asserting relevance and privilege objections. *See* Boelter Decl. Ex. C at 25-26. This response is improper because it excludes relevant discoverable documents including: (1) performance metrics related to SICCs, the employees who primarily interface with nH Predict and who are evaluated directly on their adherence to nH Predict’s outputs; and (2) documents relating to other kinds of post-acute care like inpatient rehabilitation and long-term rehabilitation, as raised by the First Amended Complaint.

RFP No. 17 seeks documents related to any disciplinary actions taken against naviHealth employees for failing to meet performance expectations. *See* Boelter Decl. Ex. A at 12. Defendants refused to produce any documents based on relevance, privilege, and confidentiality objections. *See* Boelter Decl. Ex. C at 26-27. This response is improper because performance evaluation criteria used to evaluate employees are directly relevant to whether Defendants allow employees to deviate from nH Predict’s medical necessity determinations—documents responsive to this Request would tend to show whether Defendants disciplined employees who deviated from nH Predict’s outputs.

RFP No. 19 seeks documents relating to Defendants’ “Responsible AI Board.” Boelter Decl. Ex. A at 13. Defendants initially refused to produce any documents because they claimed the Responsible AI Board did not exist. *See* Boelter Decl. Ex. B at 25-26. Defendants later admitted the entity exists under the name “Artificial Intelligence Review Board,” but still refused to produce any documents, citing relevance and scope objections.

Boelter Decl. Ex. C at 28-29. As Plaintiffs explained in their December 4, 2025 Letter, Defendants' internal audits or reviews of naviHealth and Defendants' broader policies and practices about the use of AI throughout their organization may inform whether Defendants' use of nH Predict was lawful. Ex. M at 10.

Defendants similarly refused to completely answer many of Plaintiffs' interrogatories. The following interrogatories have either not been answered, or answers have been improperly limited: Interrogatory Nos. 3, 4, 11, and 12.

Interrogatory No. 3 asks Defendants to identify the employees involved in decisions to issue NOMNCs during the Relevant Time Period. *See* Boelter Decl. Ex. D at 5. Defendants asserted boilerplate breadth, burden, proportionality, and ambiguity objections. *See* Boelter Decl. Ex. F at 9-10. Defendants stated that "Medical Directors make the decisions to issue a NOMNC for skilled nursing facilities," and stated that there are currently 130 Medical Directors but failed to identify those individuals. Boelter Decl. Ex. F at 9. Instead, Defendants identified individuals who were involved in the Named Plaintiffs' claim denial decisions only—an approach that was soundly rejected when the Court denied Defendants' Motion to Amend the Pretrial Scheduling Order to bifurcate discovery. ECF No. 130. This response is improper because this is a class case and the identities of all Medical Directors are relevant and necessary to identifying potential deponents, because Defendants also fail to identify SICC's (who *recommend issuing NOMNCs*), and because Defendants response is limited only to *current* Medical Directors responsible for skilled nursing claims, not all Medical Directors and SICC's responsible for all post-acute care claims throughout the Relevant Time Period.

Interrogatory No. 4 asks Defendants to identify the employees responsible for training naviHealth Medical Directors and SICCs during the Relevant Time Period. *See* Boelter Decl. Ex. D at 5. Defendants asserted boilerplate relevance, breadth, burden, proportionality, and ambiguity objections. *See* Boelter Decl. Ex. F at 11. In their original responses, Defendants identified four individuals who were “involved in training naviHealth medical directors.” *See* Boelter Decl. Ex. E at 11-12. In Defendants’ amended responses, Defendants identified *six* individuals who were involved in training medical directors and revealed that their responses were limited to employees responsible for training medical directors who processed skilled nursing claims. *See* Boelter Decl. Ex. F at 11. After Plaintiffs identified *two additional trainers* discovered from an independent source (Dr. Richard Van Dam and Dr. Jaclyn Arends), Defendants admitted in their December 15, 2025 Letter that the two previously undisclosed individuals identified by Plaintiffs were also responsible for training medical directors for post-acute care claims, including inpatient rehabilitation and long-term rehabilitation. *See* Boelter Decl. Ex. N at 2. Thus, Defendants’ initial responses only identified *half* of the responsive individuals Defendants have since disclosed. Plaintiffs are concerned that Defendants may be concealing the identities of other relevant individuals from Plaintiffs, particularly trainers in the inpatient rehabilitation or long-term rehabilitation settings. Indeed, in their January 6, 2026 Letter, Defendants now state that they identified only “*key individuals* responsible for training naviHealth Medical Directors and Care Coordinators regarding continued stay reviews for [skilled nursing facilities] from July 1, 2019 to the present.” Boelter Decl. Ex. O at 16 (emphasis added). Not only have Defendants failed to identify responsive

individuals on multiple occasions, but each new response from Defendants reveals limitations on their responses that Defendants failed to disclose to Plaintiffs.

Interrogatory No. 11 asks Defendants to identify the individuals involved in the development of nH Predict. *See* Boelter Decl. Ex. D at 6. Defendants refused to answer, asserting that the request seeks irrelevant information and that the request “is based on a faulty premise regarding the use of nH Predict,” and that “nH Predict is not used to make coverage determinations.” Boelter Decl. Ex. F at 17. This response is improper because it assumes disputed facts as true and denies access to the information necessary to test the Parties’ allegations. Further, Defendants’ failure to respond based upon unsubstantiated and inappropriate objections hinders Plaintiffs’ ability to identify the people responsible for creating nH Predict, who are material deponents in this case. These individuals have information about matters relevant to this litigation, including: (1) how nH Predict works; (2) the development goals of nH Predict; (3) the anticipated benefits of nH Predict; and (4) whether nH Predict was designed to supplant physician decision-making.

Interrogatory No. 12 asks Defendants to identify the members of the “Responsible AI Board.” Boelter Decl. Ex. D at 6. Defendants refused to answer, asserting the information is irrelevant. *See* Boelter Decl. Ex. F at 17-18. This objection is improper because the identities of the individuals responsible for internal oversight of Defendants’ use of AI relate directly to whether Defendants improperly used AI through nH Predict to make medical necessity determinations.

d. The Parties Meet-and-Confer About Discovery Requests.

Following the Court's September 5, 2025 hearing, the Parties have met and conferred several times in an attempt to resolve the discovery disputes.

On October 14, 2025, after the Court issued the amended scheduling order and the Parties agreed on an ESI protocol, the Parties participated in a meet and confer phone call in an effort to better understand each Party's position and in an attempt to bridge the gap concerning Defendants' unwillingness to substantively respond to the vast majority of Plaintiffs' discovery requests. *See* Boelter Decl. ¶ 9. On this call, Plaintiffs' counsel asked if and when Defendants planned to serve amended discovery responses in light of the Court's ruling on Defendants' Motion to Amend the Pretrial Scheduling Order. *Id.* Defendants' counsel stated that they did not plan to serve amended responses before the Parties discussed the scope of Plaintiffs' requests and Defendants' relevance and burden objections. *Id.* The Parties discussed several requests on this call but were unable to come to an agreement. *Id.* Defendants' counsel also indicated that they planned to propose limiting custodians to: (1) Dr. Thomas Edmonson, a naviHealth employee responsible for training medical directors; and (2) the medical directors who were assigned to the Named Plaintiffs' medical claims. *Id.* Plaintiffs' counsel indicated that this was unacceptably narrow and would violate the Court's previous order denying bifurcated discovery. *Id.* In response, Defendants' counsel asked that Plaintiffs identify additional proposed custodians. *Id.*

On October 22, 2025, Plaintiffs sent Defendants a letter addressing: (1) why Defendants' suggested custodians were unacceptably narrow and what additional

categories of documents Plaintiffs wanted custodians for; (2) Defendants' relevance objections; and (3) voluntary limitations to the definition of post-acute care and the scope of *ten* RFPs in response to Defendants' objections. *See generally* Boelter Decl. Ex. G. Specifically, Plaintiffs explained that Defendants' suggested custodians were improperly narrowed to just the medical directors associated with the Named Plaintiffs, despite the Court denying Defendants' request to bifurcate, and that only including medical directors as custodians would effectively eliminate custodial searches in response to most of Plaintiffs' discovery requests. *Id.* at 2–3. As identified in the letter, such a proposal fails to identify custodians with information relevant to requests involving: (1) individuals responsible for managing, storing, or maintaining databases containing EOC documents, billing information, insured communications and grievances, nH Predict Outcome reports, and post-acute care claim statistics; (2) individuals responsible for managing relevant email systems, servers, and storage; (3) individuals responsible for decision-making about post-acute care claims review policies, employee performance metrics and KPIs, employee performance goals, naviHealth's acquisition, and other relevant data; (4) individuals responsible for the development or implementation of nH Predict; (5) individuals responsible for evaluating claims for medical necessity using nH Predict; and (6) individuals responsible for managing, responding to, and reviewing documents related to government investigations into Defendants' post-acute care claims review processes. *Id.* at 2. Plaintiffs' letter also explained that Defendants' request that Plaintiffs identify additional custodians was improper because the Parties' ESI Protocol required Defendants to identify

custodians, as they're the party with knowledge about which individuals within Defendants' organizations are appropriate custodians of the relevant data. *Id.* at 2-3.

On October 23, 2025, the Parties met via videoconference to discuss the outstanding requests. *See* Boelter Decl. ¶ 11. Defendants again asserted that the discovery sought by Plaintiffs was not relevant to the claims as limited by Judge Tunheim's motion to dismiss order. *Id.* Plaintiffs disagreed and noted that Defendants still had not proposed search terms and custodians at all. *Id.* Defendants indicated that they would send a proposal, but the Parties also noted that certain areas would likely require resolution by the Court. *Id.* For example, Defendants stated that they would not produce documents produced to the Senate Subcommittee on Investigations or otherwise in response to government investigations. *Id.*

On October 27, 2025, Defendants sent Plaintiffs a letter proposing search terms and custodians in writing for the first time. *See* Boelter Decl. Ex. H. The Court had set the deadline for the Parties to meet and confer about custodians and search terms as October 24, 2025—three days earlier. Am. Pretrial Scheduling Order, ECF No. 134, at 2. Defendants proposed fifteen custodians, consisting of medical directors and employees responsible for training medical directors and SICCs. *See* Boelter Decl. Ex. H at 2. None of the categories of documents mentioned in Plaintiffs' October 22 Letter were reached by Defendants' October 27 proposal.

On October 31, 2025, Plaintiffs sent Defendants a letter outlining: (1) that Defendants' failure to produce documents or adequately respond to interrogatories hindered Plaintiffs' ability to evaluate Defendants' custodian proposal (Plaintiffs sought organizational charts and the identities of medical directors and SICCs, naviHealth

employees responsible for training and supervising medical directors and SICCs, and people responsible for the development of nH Predict; Defendants refused to adequately respond to any of these requests); and (2) that Defendants' proposed custodians and search terms failed to reach many of Plaintiffs' requests, including RFP Nos. 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, and 19. *See* Boelter Decl. Ex. I.

On November 5, 2025, Defendants sent Plaintiffs a letter stating that Defendants were not required to propose custodians relevant to the categories of documents identified by Plaintiffs because Defendants argue: (1) custodial searches are unnecessary for RFPs 8–10 and 18; (2) Defendants agree to use only non-custodial sources for RFPs 3 and 6; (3) Defendants “maintain their objections” and do not plan to respond to RFPs 11-19; and (4) the proposed custodians do reach RFPs 4 and 5. *See* Boelter Decl. Ex. J.

On November 11, 2025, Plaintiffs sent Defendants a letter noting that the Parties were at an impasse on RFPs 11-19 and suggesting that the Parties utilize Judge Elkins' informal dispute resolution process. *See* Boelter Decl. Ex. K at 1. This letter also explained the process used to collect documents from Plaintiffs and contested Defendants' characterization that Plaintiffs counter-proposed search terms were too broad. *Id.* at 2.

On November 12, 2025, Defendants sent Plaintiffs a letter responsive to Plaintiffs October 22 and October 31 Letters. *See* Boelter Decl. Ex. L. Defendants letter outlined: (1) Defendants' renewed objection to the scope of Plaintiffs' contract claims; (2) contested whether the Court had foreclosed this argument; (3) argued that no documents from before July 1, 2019 (the date UnitedHealth enlisted naviHealth's services) could be relevant; (4) argued that post-acute care beyond skilled nursing care was not relevant because

Defendants claim, without support, that nH Predict is used only for skilled nursing claims; (5) discussing Defendants' objections on a request-by-request basis; and (6) claiming that Plaintiffs' voluntary discovery limitations from Plaintiffs October 22, 2025 Letter were not "voluntary." *Id.* Defendants served amended discovery objections and responses eight days later, on November 20, 2025. *See* Boelter Decl. Exs. C, F.

On December 4, 2025, Plaintiffs sent Defendants a letter addressing these points. *See* Boelter Decl. Ex. M. Plaintiffs explained that Defendants' view that Plaintiffs' contract claims were limited by Judge Tunheim's Order was meritless and had been twice rejected by the Court. *Id.* at 1-3.⁷ Plaintiffs also explained that Plaintiffs' discovery requests were carefully tailored to reach only appropriate time periods and that some documents from before July 1, 2019 were relevant to this action (including comparative data and information related to the development of nH Predict). *Id.* at 3-4.⁸ Plaintiffs then explained that they are entitled to discovery into the three kinds of post-acute care Plaintiffs identified, rather than just skilled nursing, because claims relating to all three kinds are squarely raised by the complaint and are at issue in this litigation. *Id.* at 4-5.⁹ Lastly, Plaintiffs went request-by-request addressing Defendants' objections. *Id.* at 5-11.

On December 15, 2025, Defendants sent Plaintiffs a letter adding one additional custodian but refusing to add any of the five additional custodians proposed by Plaintiffs. *See* Boelter Decl. Ex. N at 1-2. Notably, Defendants confirmed two employees identified

⁷ This argument is addressed in Section IV(a)(3), *infra*.

⁸ This argument is addressed in Section IV(a)(4), *infra*.

⁹ This argument is addressed in Section IV(a)(4), *infra*.

by Plaintiffs were responsible for training medical directors, but Defendants failed to identify these individuals in Interrogatory 3, which sought their identities. *Id.* at 2. Defendants also continued the ongoing discussion about search terms and hit counts. *Id.* at 2–6.

On December 22, 2025, Plaintiffs and Defendants met and conferred about the scope of this Motion to Compel. *See* Boelter Decl. ¶ 19. During this time, Defendants agreed for the first time to respond to RFP Nos. 6, 8, 10, and 11.¹⁰ *Id.* Defendants also agreed to produce information or data relevant to Interrogatories Nos. 7 and 8 but did not state whether they planned to further amend those responses to track the updated information or data. *Id.* Though the Parties still may have disagreements about what these productions will include, the Parties are still discussing the parameters of those productions and thus potential issues with those productions are not raised in this Motion. *Id.*

On January 6, 2026, Defendants sent Plaintiffs a letter memorializing Defendants’ new positions raised on the December 22, 2025 call and further crystalizing the disputes between the Parties. *See* Boelter Decl. Ex. O. First, despite clear orders from this Court stating that Judge Tunheim’s Order on Defendants’ Motion to Dismiss did not limit Plaintiffs’ claims in the way Defendants argue, Defendants reiterate that they stand by their position that Judge Tunheim’s Order substantially limited Plaintiffs’ contract claims. *Id.* at

¹⁰ However, many of these productions are improperly limited by Defendant’s general objections and Defendants’ positions on Plaintiffs’ definition of post-acute care, prior authorization claims, and the Relevant Time Period, and thus these Requests are still reached by Plaintiffs’ Motion.

1-4. Next, Defendants reiterated their objections to the Relevant Time Period and Plaintiffs' definition of post-acute care, crystalizing those disputes for the Court. *Id.* at 4-5. Lastly, Defendants discussed each discovery request addressed on the December 22, 2025 call and confirmed the positions discussed on that call. *Id.* at 6-17. While Defendants agree to produce some previously-contested categories of documents, disputes remain as to the Requests raised in this Motion.

On January 20, 2026, Plaintiffs sent Defendants a letter explaining that, in Plaintiffs' view, ripe disputes existed over (1) the scope of Plaintiffs' claims; (2) the Relevant Time Period; (3) the definition of post-acute care; and (4) impasses as to several discovery requests. Plaintiffs specifically stated that they planned to move to compel responses to Requests for Production Nos. 4, 5, 7, 12-17, and 19, and Interrogatories 3, 4, 11, and 12, and explained their basis for doing so. *See* Boelter Decl. Ex. P. Plaintiffs asked Defendants to respond if they disagreed the Parties were at an impasse on any of these issues, or if they believed further conference would be useful. *Id.* at 7. Defendants have not responded to this request to date.

III. LEGAL STANDARD

It is well-settled that the discovery rules "are to be accorded a broad and liberal treatment." *Hickman v. Taylor*, 329 U.S. 495, 507 (1947). Pursuant to the liberal scope of discovery set forth in Federal Rule of Civil Procedure 26, a party may obtain discovery regarding any nonprivileged matter that is relevant to any party's claims or defenses and proportional to the needs of the case. *See Orduno v. Pietrzak*, Civil No. 14-1393 ADM/JSM, 2016 WL 5853723, at *3 (D. Minn. Oct. 5, 2016) (explaining that Rule 26 "is to be

construed broadly and encompasses any matter that bears on, or that reasonably could lead to other matter that could bear on, any issue that is or may be in the case.” (internal quotation and citation omitted)); *Hofer v. Mack Trucks, Inc.*, 981 F.2d 377, 380 (8th Cir. 1992) (“Rule 26(b) . . . is liberal in scope and interpretation”). “The standard is widely recognized as necessarily broad in scope so as to allow the parties essentially equal access to the operative facts.” *Bellingham v. BancInsure, Inc.*, Civ. No. 13–0900 (SRN/JJG), 2014 WL 12600277, at *1 (D. Minn. May 13, 2014). In this District, “relevancy in the discovery context is extremely broad, and a court must consider a discovery request relevant unless it is clear that the information sought has no bearing upon the subject matter of the action.” *Sinco, Inc. v. B & O Mfg., Inc.*, No. 03-5277(JRT/FLN), 2005 WL 1432202, at *1 (D. Minn. May 23, 2005); *see also Scheffler v. Molin*, Civ. No. 11-3279 (JNE/JJK), 2012 WL 3292894, at *6 (D. Minn. Aug. 10, 2012) (“A discovery request is relevant unless it is clear that the information sought can have no possible bearing on the subject matter of the action.”); *Hofer*, 981 F.2d at 380 (explaining that “the standard of relevance in the context of discovery is broader than in the context of admissibility”).

As “[t]he party resisting production,” Defendants “bear[] the burden of establishing lack of relevancy.” *Inline Packaging, LLC v. Graphic Packaging Int’l, Inc.*, Court File No. 15-cv-3183 (ADM/LIB), 2016 WL 6997113, at *7 (D. Minn. Sept. 6, 2016) (internal quotation and citation omitted). Here, because Plaintiffs have made a threshold showing of relevance, the burden now rests with Defendants to demonstrate specific facts that the discovery sought by Plaintiffs is not relevant to this case.

“An objection that discovery is overly broad and unduly burdensome must be

supported by affidavits or offering evidence revealing the nature of the burden and why the discovery is objectionable.” *Abhe & Svoboda, Inc. v. Hedley*, Civ. No. 15-1952 (WMW/BRT), 2016 WL 11509914, at *3 n.5 (D. Minn. Mar. 15, 2016) (quoting *Wagner v. Dryvit Sys., Inc.*, 208 F.R.D. 606, 610 (D. Neb. 2001)). “It is not sufficient to simply state that the discovery is overly broad and burdensome, nor is a claim that answering the discovery will require the objecting party to expend considerable time and effort analyzing ‘huge volumes of documents and information’ a sufficient factual basis for sustaining [a burden] objection.” *Id.* (quoting *Wagner*, 208 F.R.D. at 610).

IV. ARGUMENT

It is improper for Defendants to refuse to respond substantively to Plaintiffs’ discovery requests based on meritless relevance objections and unsubstantiated burden objections. Defendants cannot use their denial of Plaintiffs’ allegations to limit discovery to their own beliefs on the merits of the case or class certification.

a. The Disputed Discovery Requests are Relevant.

Defendants object to nearly all of the disputed requests as seeking information that is not relevant. Relevant here, these objections generally fall into four categories. **First**, Defendants make factual assertions (that Plaintiffs dispute) about the nature of naviHealth and the use of nH Predict to deny access to information necessary to test those assertions. Defendants made general objections and objected to RFP Nos. 5 and 7 and Interrogatory No. 11 on this basis. **Second**, Defendants refuse to produce certain class discovery and instead offer documents relevant *only* to Plaintiffs. Defendants refused to properly respond to Interrogatory 3 on this basis. **Third**, Defendants once again read nonexistent limitations

into Judge Tunheim's Order and refuse to produce any documents relating to additional bases for Plaintiffs' contract claims beyond whether Defendants used nH Predict in place of medical professionals to make coverage determinations. Defendants made general objections and objected to RFP Nos. 4, 7, 11, 12, 14-17, and 19, and Interrogatories 11 and 12 on this basis. **Fourth**, Defendants object to Plaintiffs' definition of the Relevant Time Period and post-acute care and improperly limit their responses only to include skilled nursing facilities. Defendants made general objections and objected (or inappropriately narrowed responses) to RFP Nos. 4-5, 7, 13, 15-17, 19 and Interrogatories 3-4 and 11 on this basis.

1. Defendants' Merits-Based Assertions Cannot Limit Discovery.

"[A] party is entitled to seek discovery on its theory of the facts and the law, and is not limited in discovery by the *opponent's* theory." *Big City Dynasty v. FP Holdings, L.P.*, 336 F.R.D. 507, 511 (D. Nev. 2020) (emphasis added) (quoting Wright & Miller, *Federal Practice and Procedure*, § 2011 (3d ed.)); see *In re Cooper Tire & Rubber Co.*, 568 F.3d 1180, 1192 (10th Cir. 2009) ("However, a party should not be limited by its opponent's theory of the case in determining what is discoverable."). But Defendants have done just that by refusing to search and produce documents to numerous discovery requests based solely on their own theory of the case. Defendants assert numerous times throughout their objections that "nH Predict is not used" to "deny coverage," "make coverage determinations," or "in the prior authorization process." Boelter Decl. Ex. C at 5, 13, 16, 18 (general objections and objections to RFPs 5, 7, and 9); Ex. F at 4, 17 (general objections and objections to Interrogatory 11). Defendants use these assertions to object to

any discovery beyond the Named Plaintiffs: “Defendants object to the Requests seeking information beyond claims by the individual named Plaintiffs because nH Predict is not used to deny coverage” Boelter Decl. Ex. C at 5-6. But this is a factual dispute that is the subject of the case—not a basis to withhold discovery. *See Anvik Corp. v. Samsung Elecs.*, 2009 WL 10695623, at *4 (S.D.N.Y. Sept. 16, 2009) (rejecting relevancy objections that “are merits-based assertions that do not foreclose document discovery”).

Defendants’ assertions conflict directly with Plaintiffs’ factual allegations and theory of the case. *See, e.g.*, Am. Compl. ¶ 38 (alleging Defendants’ deliberate creation of a coverage denial process that replaced physician judgment with the nH Predict model). Plaintiffs, not Defendants, are “‘the master of the complaint,’ and therefore control[] much about [their] suit,” including “which substantive claims to bring against which defendants.” *Royal Canin U.S.A., Inc. v. Wullschleger*, 604 U.S. 22, 35 (2025) (quoting *Caterpillar Inc. v. Williams*, 482 U.S. 386, 398-399 (1987)). As written, Plaintiffs’ Breach of Contract claim states multiple bases for breach, including: (1) Defendants breach of a provision requiring that “Clinical Services Staff and Physicians make decisions on the health care services you receive based on the appropriateness of care and service and existence of coverage,” Am. Compl. ¶ 187; and (2) Defendants’ breach of a provision requiring them to “provide written statements to Plaintiffs and the Class, accurately listing all bases for Defendants’ denial of claims and the factual and legal bases for each reason given for such denial,” Am. Compl. ¶ 189. Plaintiffs’ additional bases for breach of contract, as well as Plaintiffs’ good faith and fair dealing claim, survived the Motion to Dismiss, and Plaintiffs are therefore entitled to discovery relevant to those claims. *See Order Den. Req. to File Mot. Recons. and*

Clarifying Feb. 13, 2025 Order, ECF No. 104 at 2 (“Plaintiffs’ claims that were rooted in contract law survived.”).

Moreover, Defendants’ own responses contradict their factual assertions. Defendants have represented that “naviHealth . . . provid[ed] certain post-acute care management and utilization review services to United HealthCare Services, Inc.” Boelter Decl. Ex. F at 4, 7. This statement is in direct tension with their claim that “nH Predict is not used to deny coverage.” By definition, utilization review services apply coverage criteria and apply medical necessity criteria to make coverage determinations. *See* 42 C.F.R. § 422.137(d)(2) (describing standards for utilization review activities conducted by Medicare Advantage organizations). Documents and information necessary to assess these inconsistent assertions are relevant.

The inconsistencies do not stop there. Defendants admit that whether nH Predict is used to make coverage determinations is a disputed fact question in this case: “The remaining claims involve the question of whether nH Predict was used to make coverage determinations.” Boelter Decl. Ex. C at 19, 20, 22, 23, 24, 25, 26, 29. By acknowledging that this issue is *disputed* and central to the claims remaining in the case, Defendants have tacitly conceded this information is relevant to the case. Under Rule 26’s broad relevance standard, information related to how Defendants used nH Predict is discoverable.

Defendants cannot unilaterally restrict discovery based on their own artificially limited view of the case or rely on assertions about merits issues to withhold information. *See, e.g., Trask v. Olin Corp.*, 298 F.R.D. 244, 265 (W.D. Pa. 2014) (rejecting a defendant’s attempt “to limit Plaintiffs’ discovery based upon its own definition of what circumstances

are substantially similar”); *Fassett v. Sears Holdings Corp.*, 319 F.R.D. 143, 152 (M.D. Pa. 2017) (rejecting limitation on discovery based on a defendant’s theory of the case); *Uhl v. Progressive Direct Ins.*, Civil Action No. 1:23-cv-01904-NYW-SBP, 2024 WL 5187568, at *5 (D. Colo. Dec. 20, 2024) (“[A] discovery motion is not the proper vehicle to hash out merits-based arguments.”); *MacSouth Forest Prods., LLC v. Current Builders, Inc.*, Case No. 0:24-CV-60013-BECERRA/AUGUSTIN-BIRCH, 2024 WL 3299498, at *3 (S.D. Fla. June 11, 2024) (“Regardless of how [the opposing parties] view the issues in this litigation, Plaintiff is free to seek discovery on its theory of the case.”); *Aroeste v. United States*, 655 F. Supp. 3d 1053, 1061 (S.D. Cal. 2023) (“Litigants, however, are *not* required to supply proof of their claims as a precondition of obtaining discovery.”); *Nat. Res. Def. Council v. Curtis*, 189 F.R.D. 4, 8 (D.D.C. 1999) (rejecting argument to limit discovery based on a defendant’s view of the merits, noting that merits issues are decided *after* discovery).

2. Plaintiffs’ Requests Reach Relevant Class Discovery.

Despite the Court unambiguously denying Defendants’ request to bifurcate discovery into Plaintiffs’ individual claims before class discovery, Defendants also refuse to produce certain class discovery. ECF No. 130 at 7 (“This Court cannot conceive of a reading of Judge Tunheim’s Orders that limited discovery to the named Plaintiffs.”). Specifically, Defendants refuse to identify medical directors responsible for denying claims of insureds other than the Named Plaintiffs (Interrogatory 3). *See* Boelter Decl. Ex. F at 9-10. This kind of objection to answering an interrogatory about anyone other than the Named Plaintiffs is improper and has already been rejected by the Court.

Because the Court denied Defendants' Motion to Amend the Pretrial Scheduling Order to bifurcate discovery, Defendants' continued refusal to provide information related to absent class members is a violation of the Court's previous ruling denying bifurcated discovery. ECF No. 130 at 6-7. The Court should compel Defendants to respond to Interrogatory No. 3.

3. Bases for Plaintiffs' Claims Beyond Whether nH Predict Was Used to Make Coverage Determinations are Relevant.

Defendants have repeatedly refused to respond to discovery because Defendants believe, "[b]ased on Judge Tunheim's preemption analysis, the only question relevant to the remaining contract claims is whether Defendants used nH Predict instead of Clinical Services Staff and Physicians to make decisions regarding a claim for health care services." Boelter Decl. Ex. L at 2. Defendants reaffirmed their reliance on this argument in their January 6, 2026 Letter. Boelter Decl. Ex. O at 1-4. Plaintiffs pleaded other bases for their contract claims, however, and nothing in Judge Tunheim's Order precludes discovery on these claims. "The general scope of discovery is to be construed broadly and encompasses any matter that bears on, or that reasonably could bear on, any issue that is or may be in the case." *Cosgrove v. OS Rest. Servs., Inc.*, Civ. No. 10-CV-1937 (JNE/SRN), 2010 WL 11575055, at *2 (D. Minn. Aug. 31, 2010).

Indeed, Defendants' argument that Judge Tunheim limited the scope of Plaintiffs' contract claims has been briefed and argued twice over, met-and-conferred upon, and rejected by this Court. As this Court has already concluded, Judge Tunheim's Order did not limit the contract claims in the way Defendants' claim, hold them partially preempted, or otherwise limit the factual bases for Plaintiffs' contract claims. ECF No. 130 at 6-7.

In the Court's Order denying Defendants' motion to dismiss as to the contract claims, Judge Tunheim stated:

Thus, in analyzing these claims the Court would only be required to investigate whether UHC complied with its own written documents. Because ruling on these two claims would require the Court to apply only basic contract principles, the breach of contract and breach of the implied covenant of good faith and fair dealing claims do not regulate the same subject matter as the Medicare Act, and thus are not preempted.

ECF No. 91 at 19. While Judge Tunheim provided the example of breach of UnitedHealth's contractual promise that claims determinations would be made by "clinical services staff" and "physicians," he did not suggest this example excluded other potential grounds for contract claims alleged in the complaint. *Id.* Defendants provide no support for their position that other bases are preempted. Nor can they, because other bases for Plaintiffs' contract claims would also require the Court only to "investigate whether UHC complied with its own written documents . . . [and] apply only basic contract principles"—following the same rationale for why Plaintiffs' contract claims were not preempted. *Id.*

Defendants have raised this flawed interpretation of Judge Tunheim's Order to the Court on two separate occasions, and both times this Court rejected those arguments. First, Defendants sought reconsideration and clarification of their motion to dismiss. Defs.' Letter, ECF No. 95. In rejecting this request, the Court clarified: "The contract claims survived preemption due to their independence from the Medicare Act, which limited the Court's analysis to the Evidence of Coverage ("EOC") documents provided by UHC. Accordingly, the contract claims are limited to breaches of EOC terms." ECF No. 104 at 2. Thus, Judge Tunheim did not limit Plaintiffs' claims to any singular basis for breach of

contract, but instead any pleaded basis so long as it is limited to “EOC terms.”

Second, Defendants raised this argument in their Motion to Amend the Pretrial Scheduling Order and, once again, the Court rejected Defendants’ argument. The Court stated on multiple occasions that Judge Tunheim’s Order did not impose discovery limitations in the way Defendants suggest:

And I don’t see in Judge Tunheim’s order where he has indicated that discovery should somehow vary because he has dismissed the counts preempted by federal law, and I don’t understand where the defendants are reading into Judge Tunheim’s order that discovery should somehow be bifurcated **or limited to a narrower theory**.

Tr. of Sept. 4, 2025 Mot. Hr’g at 25:20-25 (emphasis added).

Additionally, this Court does not read Judge Tunheim’s opinion and order granting in part and denying in part defendants’ motion to dismiss as narrowing the scope of the dispute.

Id. at 47:22-25.

Additionally, this Court does not read Judge Tunheim’s Order **as narrowing the scope of the dispute in the way Defendants argue**. This Court does not believe Judge Tunheim intended the parties to litigate only the claims as they relate to the named Plaintiffs first. Rather, Judge Tunheim’s task in ruling on the Motion to Dismiss was to determine whether the claims were preempted by the Medicare Act. As his subsequent Order clarifies, the contract-based claims survived preemption due to their independence from the Medicare Act and because the contract claims were limited to breach of the Evidence of Coverage terms. This Court cannot conceive of a reading of Judge Tunheim’s Orders that limited discovery to the named Plaintiffs.

ECF No. 130 at 6-7 (emphasis added).

Defendants’ continued refusal to participate in discovery based on an argument that has been twice rejected by the Court unnecessarily delays the discovery process and limits the scope of discovery without a legitimate basis. Discovery beyond the narrow question

identified by Defendants is relevant to the claims in this case.

4. Plaintiffs' Definitions of Post-Acute Care and the Relevant Time Period Reach Relevant Information.

First, Defendants argue that Plaintiffs' definition of post-acute care, which Plaintiffs voluntarily limited to encompassing only inpatient rehabilitation care, skilled nursing care, and long-term rehabilitation care, is "overbroad and expands the scope of multiple requests beyond what is relevant to the remaining claims." Boelter Decl. Ex. L at 4. Defendants claim, without support, that "the nH Predict tool is used only in connection with care planning after a member is admitted to a [skilled nursing facility]." *Id.* at 5. However, Defendants admit that naviHealth, the entity responsible for developing and deploying nH Predict, "provides certain services for care at facilities other than [skilled nursing facilities]," *id.* at 4–5, including IRF and LTAC, *see* Boelter Decl. ¶ 19. Based on these objections related to the definition of post-acute care, Defendants have limited custodial searches to only individuals who review claims for skilled nursing care, excluding two proposed custodians (Dr. Van Dam and Dr. Arends).

Defendants also ignore the fact that multiple Plaintiffs' claims, including William Hull and Frank Chester Perry's, are premised upon Defendants' denial of prior authorization claims for inpatient rehabilitation care. If Defendants wanted to challenge the factual bases of Plaintiffs' claims, Defendants could have made a factual challenge to Plaintiffs' complaint on a motion to dismiss—but Defendants chose not to, and these claims remain part of this litigation. *Cf. Kisting-Leung v. Cigna Corp.*, 780 F. Supp. 3d 985, 997-1000 (E.D. Cal. 2025) (reviewing defendants' factual challenge regarding whether certain

plaintiffs' claims were reviewed by the algorithm at issue using declaration evidence). Having opted not to raise a factual challenge, Defendants may not unilaterally carve out pleaded facts from the scope of discovery.

Defendants' unsupported assertions about the scope of nH Predict do not circumvent Defendants' discovery obligations to provide discovery on issues raised squarely by the complaint. Discovery into naviHealth's claims review practices and the scope of nH Predict's use are squarely raised by the complaint, remain in the case, and Defendants are obligated to participate in said discovery. Plaintiffs are not required to take Defendants' word about these key issues at the heart of the case—especially when those assertions are contradicted by evidence. Plaintiffs are entitled to discovery to test their allegations.

Second, Defendants incorrectly contend that any discovery before July 1, 2019, is “overbroad, not relevant, and not proportional to the needs of the case.” Boelter Decl. Ex. L at 4. First, Plaintiffs have voluntarily agreed to limit many requests to this period. For some requests, however, Plaintiffs require, and are entitled to, discovery from before that date. Many of Plaintiffs' discovery requests seeking information from before July 1, 2019 are comparative in nature. Information about how Defendants' policies, practices, claims denial rates, performance metrics, financials, and employee reward or discipline changed over time may provide crucial direct or circumstantial evidence of the impact of Defendants' misconduct, Defendants' intent, damages, and other relevant considerations. *See, e.g.*, Boelter Decl. Ex. A at 10 (RFP No. 4 seeking documents relating to post-acute care claims review policies and procedures before and after July 1, 2019); *id.* (RFP No. 5 seeking documents relating to analysis of nH Predict and nH Predict's compliance with

generally accepted standards of medical practice and insurance policies); *id.* at 11 (RFP No. 9 seeking documents relating to the volume of post-acute care claim denials based on medical necessity over time); *id.* at 12 (RFP No. 16 seeking documents relating to employee performance expectations and evaluations); *id.* (RFP No. 17 seeking documents relating to employee discipline). Showing how these metrics change over time is likely to lead to admissible evidence supporting Plaintiffs' claims.

Other requests concern specific events before July 1, 2019 that are relevant to Plaintiffs' claims. These include how and why nH Predict was developed (RFP No. 7) and how and why UnitedHealth acquired naviHealth (RFP No. 12). The development of nH Predict is relevant to Plaintiffs' claims because it shows: (1) how nH Predict works; (2) the development goals of nH Predict; (3) the anticipated benefits of nH Predict; and (4) whether nH Predict was designed to supplant physician decision-making, among other things. Similarly, documents about UnitedHealth's acquisition of naviHealth are relevant because they would show: (1) why UnitedHealth acquired naviHealth; (2) what UnitedHealth hoped to gain by acquiring naviHealth; (3) what changes UnitedHealth intended to make to naviHealth's practices and why; and (4) whether UnitedHealth intended to use naviHealth to supplant physician decision-making.

5. Discovery Into Internal and Government Investigations of Defendants' Post-Acute Care Claims Review Practices are Relevant.

Plaintiffs' RFP No. 14 seek documents and communications "concerning internal . . . or governmental agency investigations" about Defendants' post-acute care claims review policies and practices and Defendants' use of AI or algorithms, including nH

Predict, to assess or adjudicate claims. *See* Boelter Decl. Ex. A at 12. RFP No. 15 seeks documents and communications produced to the government in connection with said investigations. *Id.* Despite the Parties’ acknowledgment that the Senate Permanent Subcommittee on Investigation recently investigated the exact issue in this case—Defendants’ use of AI in making post-acute care claims determinations—Defendants refused to produce any documents responsive to these requests, citing burden and relevance objections. *See* Boelter Decl. Ex. C at 23-25.

In their November 12 Letter, Defendants explained that their relevance objections had three bases: (1) that the Requests were not relevant to Plaintiffs’ claims as narrowly interpreted by Defendants; (2) that *all* of the documents produced to the government “even if about nH Predict—are not relevant”; (3) that these documents may already be reached by other requests; and (4) because “Plaintiffs [have not] explained how all investigations relating to any use of algorithms or AI to assess or adjudicate Medicare Advantage claims for post-acute care are relevant.” *See* Boelter Decl. Ex. L at 10-11.

These arguments fail. Plaintiffs have already explained that Defendants’ baselessly narrow interpretation of Plaintiffs’ remaining claims is not a proper basis to refuse to produce documents. *See supra*, Section IV(a)(3). This isn’t a fishing expedition where Plaintiffs have no reason to believe relevant government investigations exist—here, the Parties *know* there is at least one directly on-point Senate investigation about *exactly the same practices* at issue in this litigation. That investigation examined the same company for the same practices in the same type of insurance plan for the same type of insurance claims using the same AI tool—so Defendants’ argument that documents relating to that

investigation are irrelevant to this litigation is untenable. *See, e.g., Costa v. Wright Med. Tech., Inc.*, Civil Action No. 17-cv-12524-ADB, 2019 WL 108884, at *1-2 (D. Mass. Jan. 4, 2019) (finding a similar discovery request was proper where the actions were “substantially similar”). Other investigations into Defendants’ abuse of AI are similarly relevant, as they could show a pattern or practice of AI misuse or evince that Defendants lack safeguards to ensure AI is being used properly and in accordance with EOC contracts.

Defendants’ burden objections are similarly unpersuasive. First, Defendants fail to substantiate their burden objections with affidavits or other supporting evidence. *See infra*, Section IV(a)(4). Second, RFP No. 15 seeks documents that Defendants have already been searched, culled, identified, screened for privilege, and produced to third parties—no further work needs to be done, so there is little or no burden in making this production.

b. Unsubstantiated Burden Objections Are Not a Basis to Withhold Discovery.

Defendants generally objected and specifically objected to nearly *every single* discovery request on the basis of the request being “unduly burdensome.”¹¹ “An objection that discovery is overly broad and unduly burdensome must be supported by affidavits or offering evidence revealing the nature of the burden and why the discovery is objectionable.” *Hedley*, 2016 WL 11509914, at *3 n.5 (quoting *Wagner*, 208 F.R.D. at 610). “It is not sufficient to simply state that the discovery is overly broad and burdensome, nor

¹¹ Defendants raised a burden objection on every RFP and Interrogatory besides RFP No. 8, where Defendants claimed there were “no responsive documents” to identify the number of claims processed using nH Predict because “Defendants do not use nH Predict to make coverage determinations,” Boelter Decl. Ex. A at 17, and RFP No. 13, where Defendants refused to produce documents based on other objections.

is a claim that answering the discovery will require the objecting party to expend considerable time and effort analyzing ‘huge volumes of documents and information’ a sufficient factual basis for sustaining [a burden] objection.” *Id.* (quoting *Wagner*, 208 F.R.D. at 610).

Defendants’ boilerplate burden objections are unsubstantiated and, therefore, ineffective. Defendants’ burden objections amount to little more than claiming that the discovery is overly broad and burdensome and lacks supporting declarations or other supporting evidence. Thus, the Court should overrule Defendants’ objections.

c. Abstract Privilege Objections Are Not a Basis to Withhold Discovery.

Defendants’ privilege and confidentiality objections are equally unavailing. To stand on a privilege or work-product objection, a party must “supply a log that describes the nature of the document without disclosing protected information.” *Polaris Indus., Inc. v. CFMOTO Powersports, Inc.*, Civ. No. 10-4362 (JNE/JJG), 2012 WL 13028232, at *7 (D. Minn. Jan. 12, 2012); *see* Fed. R. Civ. P. 26(b)(5). Although Defendants have repeatedly cited to attorney-client privilege in their responses and objections to Plaintiffs’ Requests, *see* Ex. C at 3, 14, 21-27 (general objections and objections to RFPs 6, 12, 14-17); Ex. F at 2-3, 15 (general objections and objections to Interrogatory 9), Defendants have failed to provide any redacted responsive documents or a privilege log in support of such designations—fatal to their claim of privilege. *See, e.g., Robeck v. Ford Motor Co.*, Civil No. 04-4858 (JNE/JGL), 2005 WL 8164548, at *3 (D. Minn. Sept. 9, 2005) (“To whatever extent it has not, [defendant] must produce a detailed privilege log in order to stand on its privilege objections.”).

d. Plaintiffs Will Agree to Defendants' Proposed Search Terms, but Dispute the Scope of Custodians.

Plaintiffs will generally agree to the search terms proposed by Defendants on December 15, 2025 to search for documents responsive to RFP Nos. 4 and 5. As discussed above, Plaintiffs believe the list of custodians improperly excludes individuals with relevant information related to IRF and LTAC claims review, including Dr. Arends and Dr. Van Dam. The Court should require Defendants to add these individuals as custodians. Additionally, Defendants' proposed custodians and search terms fail to reach discovery requests beyond RFP Nos. 4 and 5. Plaintiffs anticipate the Parties will negotiate search terms and custodians for additional requests after resolution of this Motion.

V. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court grant this Motion in its entirety.

Dated: January 28, 2026

Respectfully Submitted,

s/Simeon A. Morbey

Karen Hanson Riebel (#0219770)

David W. Asp (#0344850)

Simeon A. Morbey (#0391338)

Derek C. Waller (#0401120)

Emma Ritter Gordon (#0404000)

LOCKRIDGE GRINDAL NAUEN PLLP

100 Washington Ave. South, Ste. 2200

Minneapolis, MN 55401

Tel: (612) 339-6900

khriebel@locklaw.com

dwasp@locklaw.com

samorbey@locklaw.com

dcwaller@locklaw.com

erittergordon@locklaw.com

Glenn A. Danas (CA #270317)

Ryan J. Clarkson (CA #257074)

Zarrina Ozari (CA #334443)

Michael A. Boelter (CA #353529)

Pro Hac Vice

CLARKSON LAW FIRM, P.C.

22525 Pacific Coast Highway

Malibu, CA 90265

Tel: (213) 788-4050

rclarkson@clarksonlawfirm.com

gdanas@clarksonlawfirm.com

zozari@clarksonlawfirm.com

mboelter@clarksonlawfirm.com

James Pizzirusso (DC #477604)

Nicholas Murphy (DC #90011138)

Pro Hac Vice

HAUSFELD LLP

1201 17th St., NW, Ste. 600

Washington, DC 20006

Tel: (202) 540-7200

jpizzirusso@hausfeld.com

nmurphy@hausfeld.com

Attorneys for Plaintiffs

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

The Estate of Gene B. Lokken, et al.,

Plaintiffs,

v.

UnitedHealth Group, Inc., et al.,

Defendants.

Case No. 23-CV-03514 (JRT/SGE)

**LOCAL RULE 7.1 WORD COUNT
COMPLIANCE CERTIFICATE**

This brief complies with the word limitation of L.R. 7.1(f) because it contains **10,032** words, including all text, headings, footnotes, and quotations, other than the parts of the brief exempted by L.R. 7.1(f). This brief was prepared using Microsoft Word 365. This brief complies with the type size requirements of LR 7.1(h) because this brief has been prepared using at least font size 13, is double-spaced (except for headings, footnotes and quotations that exceed two lines) and is submitted on 8½” by 11” paper with at least one inch margins on all four sides.

Dated: January 28, 2026

s/Simeon A. Morbey

Karen Hanson Riebel (#0219770)

David W. Asp (#0344850)

Simeon A. Morbey (#0391338)

Derek C. Waller (#0401120)

Emma Ritter Gordon (#0404000)

LOCKRIDGE GRINDAL NAUEN PLLP

100 Washington Ave. South, Ste. 2200

Minneapolis, MN 55401

Tel: (612) 339-6900

khriebel@locklaw.com

dwasp@locklaw.com

samorbey@locklaw.com

dcwaller@locklaw.com

erittergordon@locklaw.com

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Zarrina Ozari (CA #334443)

Michael A. Boelter (CA #353529)

Pro Hac Vice

CLARKSON LAW FIRM, P.C.

22525 Pacific Coast Highway

Malibu, CA 90265

Tel: (213) 788-4050

rclarkson@clarksonlawfirm.com

gdanas@clarksonlawfirm.com

zozari@clarksonlawfirm.com

mboelter@clarksonlawfirm.com

James Pizzirusso (DC #477604)

Nicholas Murphy (DC #90011138)

Pro Hac Vice

HAUSFELD LLP

1201 17th St., NW, Ste. 600

Washington, DC 20006

Tel: (202) 540-7200

jpizzirusso@hausfeld.com

nmurphy@hausfeld.com

Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

The Estate of Gene B. Lokken et al.,

Plaintiffs,

v.

UnitedHealth Group, Inc., et al.,

Defendants.

Case No. 23-CV-03514 (JRT/SGE)

**DECLARATION OF MICHAEL A.
BOELTER IN SUPPORT OF
PLAINTIFFS' MOTION TO
COMPEL DISCOVERY RESPONSES
AND PRODUCTION OF
DOCUMENTS**

I, Michael A. Boelter, state and declare as follows:

1. I am an attorney licensed to practice in the State of California. I have been admitted pro hac vice in the above-referenced case.

2. I am an associate attorney at the Clarkson Law Firm, P.C., counsel for Plaintiffs. I submit this declaration in support of Plaintiffs' Motion to Compel Discovery Responses. I make this Declaration based on my personal knowledge of the facts set forth in this Declaration, and if called as a witness, I could and would competently testify to them.

3. Attached hereto as **Exhibit A** is a true and correct copy of Plaintiffs' First Set of Requests for Production, served on May 16, 2025.

4. Attached hereto as **Exhibit B** is a true and correct copy of Defendants' Objections and Responses to Plaintiffs' First Set of Requests for Production of Documents, served on June 30, 2025.

5. Attached hereto as **Exhibit C** is a true and correct copy of Defendants'

Amended Objections and Responses to Plaintiffs' First Set of Requests for Production of Documents, served on November 20, 2025.

6. Attached hereto as **Exhibit D** is a true and correct copy of Plaintiffs' First Set of Interrogatories, served on May 16, 2025.

7. Attached hereto as **Exhibit E** is a true and correct copy of Defendants' Objections and Answers to Plaintiffs' First Set of Interrogatories, served on June 30, 2025.

8. Attached hereto as **Exhibit F** is a true and correct copy of Defendants' Amended Objections and Answers to Plaintiffs' First Set of Interrogatories, served on November 20, 2025.

9. On October 14, 2025, counsel for the Parties met and conferred in an effort to understand the Parties' positions in light of the Court's ruling on Defendant's Motion to Amend the Scheduling Order and the new Scheduling Order issued thereafter. Plaintiffs asked Defendants if and when Defendants planned to serve amended discovery responses to account for the Court's resolution of Defendants' motion. Defendants stated that they wished to further discuss the scope of Plaintiffs' requests and Defendants' remaining objections before serving amended responses. On this call, Defendants orally proposed custodians, limited to: (1) Dr. Thomas Edmonson, a naviHealth employee responsible for training medical directors; and (2) the medical directors (or a subset thereof) who were assigned to Plaintiffs' medical claims. Plaintiffs indicated that this proposal was unacceptably narrow, that it improperly limited custodians in a way that was rejected by the Court, and requested that Defendants identify additional custodians. Defendants' counsel asked that Plaintiffs propose additional custodians they wanted.

10. Attached hereto as **Exhibit G** is a true and correct copy of Plaintiffs' October 22, 2025 Letter to Defendants.

11. On October 23, 2025, counsel for the Parties met and conferred about Plaintiffs' discovery requests. Defendants stood by their relevance objections, again asserting that the discovery sought by Plaintiffs was not relevant to the remaining claims as Defendants' claimed they were limited by Judge Tunheim's Orders. Plaintiffs also requested a written proposal of custodians and search terms from Defendants. Additionally, the Parties discussed and noted an impasse as to several discovery requests. Namely, Defendants stated they would not produce any documents produced to the Senate's Permanent Subcommittee on Investigations or otherwise in response to government investigations.

12. Attached hereto as **Exhibit H** is a true and correct copy of Defendants' October 27, 2025 Letter to Plaintiffs.

13. Attached hereto as **Exhibit I** is a true and correct copy of Plaintiffs' October 31, 2025 Letter to Defendants.

14. Attached hereto as **Exhibit J** is a true and correct copy of Defendants' November 5, 2025 Letter to Plaintiffs.

15. Attached hereto as **Exhibit K** is a true and correct copy of Plaintiffs' November 11, 2025 Letter to Defendants.

16. Attached hereto as **Exhibit L** is a true and correct copy of Defendants' November 12, 2025 Letter to Plaintiffs.

17. Attached hereto as **Exhibit M** is a true and correct copy of Plaintiffs'

December 4, 2025 Letter to Defendants.

18. Attached hereto as **Exhibit N** is a true and correct copy of Defendants' December 15, 2025 Letter to Plaintiffs.

19. On December 22, 2025, counsel for the Parties met and conferred about the scope of Plaintiffs' forthcoming Motion to Compel Discovery Responses and Production of Documents. During this call, Defendants agreed for the first time to respond to RFP Nos. 6, 8, 10, and 11. Defendants also agreed to produce information or data relevant to Interrogatories Nos. 7 and 8 but did not state whether they planned to further amend their responses to those interrogatories. Discussion about the parameters of Defendants' responses and productions in response to these requests are ongoing. The Parties also addressed the Requests raised in Plaintiffs' Motion and Defendants' general objections raised in this motion and confirmed an impasse as to these Requests. During this conference, Defendants confirmed that naviHealth provides services for types of post-acute care other than skilled nursing facilities, including inpatient rehabilitation (IRF) and long-term acute care (LTAC).

20. Attached hereto as **Exhibit O** is a true and correct copy of Defendants' January 6, 2026 Letter to Plaintiffs.

21. Attached hereto as **Exhibit P** is a true and correct copy of Plaintiffs' January 20, 2026 Letter to Defendants.

22. Attached hereto as **Exhibit Q** is a true and correct copy of Defendants' January 26, 2026 Production Letter to Plaintiffs.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on the 28th day of January, 2026, in Bend, Oregon.

/s/ Michael A. Boelter

Michael A. Boelter

EXHIBIT A

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

THE ESTATE OF GENE B. LOKKEN,
GLENNETTE KELL, DARLENE
BUCKNER, CAROL CLEMENS, THE
ESTATE OF FRANK CHESTER
PERRY, THE ESTATE OF JACKIE
MARTIN, JOHN J. WILLIAMS, AS
TRUSTEE OF THE MILES AND
CAROLYN WILLIAMS 1993 FAMILY
TRUST, and WILLIAM HULL,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

UNITEDHEALTH GROUP, INC.,
UNITED HEALTHCARE, INC.,
NAVIHEALTH, INC., and DOES 1-50,
inclusive,

Defendants.

Case No. 23-CV-03514 (JRT/SGE)

**PLAINTIFFS' FIRST SET OF REQUESTS FOR
PRODUCTION OF DOCUMENTS TO DEFENDANTS**

Pursuant to Federal Rules of Civil Procedure 26 and 34, Plaintiffs the estate of Gene B. Lokken, Glennette Kell, Darlene Buckner, Carol Clemens, the estate of Frank Chester Perry, the estate of Jackie Martin, John J. Williams, as trustee of the Miles and Carolyn Williams 1993 Family Trust, and William Hull (“Plaintiffs”), on behalf of themselves and all others similarly situated, and by and through their counsel, hereby request that Defendants UnitedHealth Group, Inc., United Healthcare, Inc., naviHealth, Inc., and Does 1-50 (collectively “Defendants” or “UHC”) produce and permit Plaintiffs, by their

attorneys, to inspect and copy the Documents listed in this First Set of Requests for Production of Documents (“Requests”) described below. Plaintiffs request that Defendants respond to these Requests within 30 days of service and produce the requested documents to the law office of Lockridge Grindal Nauen PLLP, 100 Washington Avenue South, Suite 2200, Minneapolis, Minnesota 55401, or via secure file transfer. Plaintiffs request that such production be made in accordance with the “DEFINITIONS,” “INSTRUCTIONS,” and “RELEVANT TIME PERIOD” set forth below.

DEFINITIONS

Unless otherwise indicated, the following definitions shall be applicable to these Requests without regard to capitalization.

1. General Definitions:
 - a. The masculine, feminine, or neutral pronouns do not exclude any other genders.
 - b. “Including” means “including but not limited to.”
 - c. The present tense shall be construed to include the past tense and vice versa.
 - d. “And” and “or” shall be construed either disjunctively or conjunctively, whichever is appropriate to have the broadest reach.
 - e. “Any” means one or more, “Each” means each and every, and “All” means all and any.
 - f. “Concerning” means relating to, referring to, describing, evidencing or constituting.
 - g. “Including” means including but not limited to and including without limitation.
 - h. “Relate” or “related” or “relating” means, without limitation, refer to, discuss, describe, memorialize, reflect, consider, pertain to, analyze, evaluate, constitute, study, survey, record, summarize, criticize,

comment, or otherwise involve, in whole or in part.

- i. References to employees, officers, directors, or agents include both current and former employees, officers, directors, or agents.

2. “Action” or “Actions” refers to the above-captioned action, which is pending in the United States District Court for the District of Minnesota.

3. “Communication” means the transmission, sending, or receipt of information of any kind (in the form of facts, ideas, thoughts, symbols, opinions, data, inquiries, or otherwise) by one or more persons and/or between two or more persons by or through any means and includes, without limitation, oral and written communications of any kind, such as correspondence, memoranda, letters, notes, reports, presentations, comments, face-to-face, conversations, telephone conversations, text messages, instant messages, voice messages, negotiations, agreements, inquiries, understandings, meetings, letters, notes, telegrams, mail, email, and postings of any type, including on social media. Communication includes instances where one party addresses the other party, but the other party does not necessarily respond.

4. “Defendant(s),” “UHC,” “You,” or “Your” refers to the entire corporate family to which these Requests are sent and includes UnitedHealth Group, Inc., United Healthcare, Inc., and naviHealth, Inc. and their current or former predecessors, successors, parents, subsidiaries, divisions, affiliates, directors, officers, agents, managing agents, current and former employees, and all other persons acting on behalf of, or at the direction of, such entities.

5. “Document” is synonymous in meaning and equal in scope to the usage of the term in Federal Rule of Civil Procedure 34(a)(1)(A) and shall have the broadest possible meaning and interpretation ascribed to the term “documents” under the Federal Rules of Civil Procedure. “Document” is defined to include, without limitation, any document and electronically-stored data or information stored in any medium, including electronic or computerized data compilations, electronic chats, instant messaging, email

communications, other ESI from personal computers, audio and video recordings, photographs, and hard copy documents. Drafts and non-identical duplicates constitute separate documents. Attachments, exhibits, appendices, schedules, and enclosures to documents are considered part of the same document.

6. “Electronically Stored Information” or “ESI” means information that is stored electronically, regardless of media or whether it is in the original format in which it was created.

7. “Employee” means, without limitation, any Person who worked for You as an independent contractor or who You employ or employed during the Relevant Time Period, including, without limitation, any current or former officer, director, executive, manager, secretary, assistant, staff member, messenger, consultant, contractor, sales personnel, or agent, or any other person paid directly or indirectly by an entity for any reason. “Employee” and “personnel,” as used herein, shall have the same meaning and scope.

8. “Identity,” “Identify” or “identifying” means, depending on whether the Request seeks to identify persons, documents, or transactions or occurrences:

- a. When referring to a person, these terms mean to provide the full name, last known residence address, home telephone number, email address, and, with respect to Your employees, the last known job title or position, job title or position when working in the relevant position, tenure of employment with Defendant(s) (if applicable), business address(es), business telephone number(s) and business email address(es) during the relevant time period, and a detailed description of the area of responsibility while in the relevant position.
- b. When referring to Documents, these terms mean to state the type of document, its title, author, recipients, date, and Bates-stamp numbers (if any), the location of the document, and to identify the custodian of the

Document.

- c. When referring to a transaction or occurrence, these terms mean to provide the date of the transaction or occurrence and identify each person who was a party to the transaction or occurrence.

9. “Insureds” means plan members, patients, insureds, participants, and beneficiaries that are members of any proposed class in this Action.

10. “Medical Claims” means insurance claims submitted by patients or providers to cover medical expenses, including those submitted for coverage of routine care, emergency care, medical goods, services, tests, treatments, procedures, and/or prescription drugs.

11. “Medical Directors” means physician medical professionals reviewing insurance claims for naviHealth.

12. “Person” means, without limitation, any natural person, entity, individual, or group of individuals, or any business, partnership, joint venture, unincorporated association, corporation, firm, estate, legal or governmental entity, or association.

13. “Post-acute care” means the medical treatment and rehabilitation that follows an acute healthcare condition, including, without limitation, treatment and rehabilitation in a skilled nursing, inpatient rehabilitation, or long-term rehabilitation facility.

14. “nH Predict” means naviHealth’s software program, tool, or AI algorithm developed and used by You in making coverage determinations.

15. “SICCs” means Your Skilled Inpatient Care Coordinators employed by naviHealth.

16. “Source Code” means the version of a computer program in which the programmer’s original programming statements are expressed in a source language (e.g., C++, C#, Visual Basic, Java, etc.) which may be compiled, assembled, or scripted and linked into equivalent machine-executable object code, thereby resulting in an executable software program.

INSTRUCTIONS

1. You are requested to produce all documents in your possession, custody, or control that are described below.

2. As the term “possession” relates to emails, the term includes without limitation: (a) “deleted” or “archived” emails which have not been permanently deleted, including all subdirectories irrespective of the title of such subdirectories; (b) “sent” emails, including all subdirectories irrespective of the title of such subdirectories; (c) “received” emails, including all subdirectories irrespective of the title of such subdirectories; and (d) draft emails, even if unsent.

3. Unless otherwise indicated, the Documents to be produced include all Documents prepared, sent, dated, or received, or those that otherwise existed, during the Relevant Time Period.

4. In producing Documents, you are requested to produce each original Document together with all non-identical copies and drafts of that Document.

5. All documents shall be produced as they are kept in the usual course of business, organized, and labeled to correspond with each Request. Documents produced in response to one Request need not be produced again in subsequent Requests, provided they are clearly designated as being responsive to the subsequent Request.

6. A Document with handwritten, typewritten, or other recorded notes, editing marks, etc., is not and shall not be deemed to be identical to one without such modifications, additions, or deletions.

7. All electronically stored information must be produced in a form consistent with any court-ordered ESI Protocol in this case.

8. Documents not otherwise responsive to a Request shall be produced if such Documents refer to or explain the Documents that are called for by the Request, or if such Documents are attached to (or the parent document of) Documents called for by the Request.

9. If any Document sought by the Requests is known to have existed but no longer exists, has been destroyed, or is otherwise unavailable, you must identify the Document, the reason for its loss, destruction or unavailability, the name of each person known or reasonably believed by you to have present possession, custody, or control of the original and any copy thereof (if applicable).

10. If You object to any Request or to any portion of any Request, state the grounds for the objection with specificity, as required by Fed. R. Civ. P. 34(b)(2)(B), so that Plaintiffs can understand how the objection relates to their request, and respond to the remainder.

11. If You assert an objection to any request, You must nonetheless respond and produce any responsive Documents that are not subject to the stated objection. If you object to any Request or to any portion of any Request, state whether any responsive materials are being withheld on the basis of the objection, as required by Fed. R. Civ. P. 34(b)(2)(C). In particular, state clearly—for each Request—what categories of Documents are being produced, and what categories of Documents (if any) are being withheld based on the objection(s). If no Document or ESI responsive to a Request exists, please state that no responsive Document or ESI exists. This will allow Plaintiffs to understand your responses and streamline the meet and confer process.

12. This Request for Production is continuing in nature. In accordance with Fed. R. Civ. P. 26(e), supplemental responses and production should be promptly provided as additional Documents are found or become available during the litigation. If a Document described by a Request is not in existence or in your possession, custody, or control at the time of the first response to the Request, but later comes into existence or into your possession, custody, or control, you must immediately produce that Document. Plaintiffs reserve the right to propound additional document requests.

13. If You assert a claim of privilege as to one or more Documents or portions of Documents sought in this Request for Production, you should submit a privilege log that

lists, for each such Document for which privilege is claimed: (i) the number and particular part of the Document request to which the supposed privileged information is responsive; (ii) the Bates range, file name, or Document ID number as applicable; (iii) the Document title, or in the case of emails, subject line, (iv) the type of Document (e.g., letter, memorandum, account statement, etc.); (v) the Document's date and the date of any meeting, conversation, or event reflected or referred to in the Document; (vi) the signatory or signatories, author(s), addressee(s), and/ or each other person who sent or received a copy of the Document or to whom the contents of the allegedly privileged communication contained in the Document have been disclosed, either orally or in writing; (vii) a description of the subject matter of the Document; (viii) the Document's location and custodian; and (ix) the basis for the claim of privilege. Such information should be supplied in sufficient detail to permit Plaintiffs to assess the applicability of the privilege claimed. To the extent the parties enter into a stipulation concerning a privilege log and/or its format (or the Court orders one), and/or any related requirements, You shall produce a privilege log in accordance with those requirements.

14. When a Document contains both privileged and non-privileged material, the non-privileged material must be disclosed to the fullest extent possible. If a privilege is asserted with regard to part of the material contained in a Document, you should clearly indicate the portions as to which the privilege is claimed. When a Document has been redacted in any fashion, you should identify as to each Document the reason for the redaction using the procedures set forth in the paragraph above. Any redaction should be clearly visible on the redacted Document.

15. Unless otherwise ordered by the Court or provided in a protocol entered into by the Parties, if one or more members of a Document family are wholly withheld as privileged, the entire family shall be produced with the wholly withheld privileged document(s) identified with a Bates stamped slipsheet placeholder TIFF.

16. If You claim ambiguity in interpreting a request (or definition or instruction),

Your claim shall not be utilized as a basis for refusal to respond to the request, and You shall set out in Your response the language deemed ambiguous and the interpretation used in responding to that request.

RELEVANT TIME PERIOD

Unless otherwise specifically indicated, the relevant time period for each document request is November 14, 2017, through the present (the “Relevant Time Period”), and shall include all Documents and information that relate to such period, even if prepared or published outside of it. If a Document prepared before this period is necessary for a correct or complete understanding of any Document covered by a Request, you must produce the earlier Document as well. If any Document is undated and the date of its preparation cannot be determined, the Document shall be produced if otherwise responsive to the Request.

SPECIFIC DOCUMENT REQUESTS

REQUEST FOR PRODUCTION NO. 1 (Plaintiffs’ Documents and Data): All Documents, Communications, and data relating to Plaintiffs, including without limitation Documents and Communications concerning Evidence of Coverage contracts between each Plaintiff and Defendants, claims submitted by Plaintiffs, premium payments made by Plaintiffs, Plaintiffs’ nH Predict Outcome documents, Plaintiffs’ benefits, and Communications between Plaintiffs, or their agents or representatives, and Defendants.

REQUEST FOR PRODUCTION NO. 2 (Defendants’ Defenses): All Documents or Communications supporting, qualifying, undermining, or otherwise concerning each defense You have asserted or plan to assert, including in opposition to any motion for class certification, in support of or opposition to any motion summary judgment, or at trial.

REQUEST FOR PRODUCTION NO. 3 (Defendants’ Organizational Structure): Documents, including organizational charts, sufficient to show, on an annual basis, Your organizational structure and hierarchy, including Your parent companies, subsidiaries, affiliates, departments, units, and divisions and sufficient to Identify and reflect the roles, responsibilities, and hierarchy, on an annual basis of all employees (including agents and

third-party consultants) responsible for or involved with assessment and adjudication of post-acute care medical claims or use of algorithms or AI in claims processing.

REQUEST FOR PRODUCTION NO. 4 (Defendants' Policies and Procedures):

Documents and Communications sufficient to show Your policies, operating procedures, protocols, methods, practices, memoranda, and reports concerning the manner you assess and adjudicate post-acute care claims during the Relevant Period, including Documents and Communications sufficient to show any changes thereto. This Request includes without limitation Documents sufficient to show how You train employees (including Skilled Inpatient Care Coordinators (“SICCs”) and Medical Directors (“MDs”)) concerning nH Predict, post-acute care claims processing, and handling appealed claims, as well as Documents and Communications reflecting Defendants’ policies and procedures for handling denied claims that are appealed, as well as the use of any medical management techniques (e.g., prior authorization, step protocols, utilization review) to assess and adjudicate post-acute care claims (including those from Insureds with Medicare Advantage plans).

REQUEST FOR PRODUCTION NO. 5 (nH Predict Analyses): All Documents and Communications discussing (including meeting minutes whether virtual or in person), or analyzing (including reports) nH Predict, including without limitation nH Predict’s compliance with or adherence to generally accepted standards of medical practice and Defendants’ Evidence of Coverage documents.

REQUEST FOR PRODUCTION NO. 6 (Insured Complaints): All Documents and Communications concerning any complaints or grievances, including those made by insureds, concerning naviHealth, nH Predict, and denials of post-acute care claims, including any responses by Defendants to said complaints and any internal evaluations, reports, analyses, or meeting minutes and communications related to said complaints or grievances.

REQUEST FOR PRODUCTION NO. 7 (Development and use of nH Predict): All Documents and Communications concerning the development, design, creation, approval, implementation, and use of the nH Predict algorithm by You, including the data, rules, source code, and medical guidelines nH Predict is based on.

REQUEST FOR PRODUCTION NO. 8 (Volume of Claims Processed via nH Predict): Documents, Communications, and data sufficient to identify the number of claims You processed using nH Predict during the Relevant Time Period.

REQUEST FOR PRODUCTION NO. 9 (Volume of Medical Necessity Denials): Documents, Communications and data sufficient to identify the number of Notices of Medicare Non-Coverage (“NOMNCs”) Defendant naviHealth issued to Insureds for post-acute care claims on the basis of medical necessity during the Relevant Time Period, including prior authorization and concurrent denials.

REQUEST FOR PRODUCTION NO. 10 (Post-Acute Care Claim Denial Volume): Documents, Communications and data sufficient to identify the number of post-acute care claim denials You process annually during the Relevant Time Period, including separately by year denials issued based on asserted lack of medical necessity.

REQUEST FOR PRODUCTION NO. 11 (Expected vs. Actual Rates of Post-Acute Care Claim Denials): Documents, Communications and data sufficient to identify Your expected rate of post-acute care claim denials each month from two years prior to the implementation of nH Predict to the present, as well as the actual rate of post-acute claim denials each month from two years prior to the implementation of nH Predict to the present.

REQUEST FOR PRODUCTION NO. 12 (Acquisition of naviHealth): All Documents and Communications concerning Your acquisition of naviHealth, including without limitation all evaluations, reports, analyses, memoranda, meeting minutes, or other documents related to the decision to acquire naviHealth (including documents concerning projected cost-savings and the number of impacted clients and insureds).

REQUEST FOR PRODUCTION NO. 13 (Earnings, Revenue and Valuation):

Documents, Communications, and data sufficient to identify Defendants' valuation, value, revenue, profits, and profitability of each entity.

REQUEST FOR PRODUCTION NO. 14 (Internal and Governmental

Investigations): All Documents and Communications concerning internal (whether undertaken by You or on Your behalf) or governmental agency investigations into Defendants' policies, practices, or operations, and Defendants' use of nH Predict, any other algorithms, or AI to assess or adjudicate claims, including but not limited to any disclosures made by You regarding Your Medicare Advantage contracts to the Centers for Medicare & Medicaid Services ("CMS") and any responses by You to any request for information, subpoena, or civil investigative demand issued by any government office or agency.

REQUEST FOR PRODUCTION NO. 15 (Governmental Investigations):

All Documents and Communications produced by You to any local, state, or federal governmental agency or regulatory body concerning your assessment and adjudication of medical claims.

REQUEST FOR PRODUCTION NO. 16 (Employee Performance Evaluations):

Documents and Communications sufficient to identify how You evaluate the performance of naviHealth employees (including performance reviews), set performance expectations for naviHealth employees (including bonus compensation), and Your use of key performance indicators ("KPIs") or other metrics (including length of stay metrics) to evaluate employees.

REQUEST FOR PRODUCTION NO. 17 (Employee Discipline):

All Documents and Communications concerning any disciplinary actions You have taken against naviHealth employees for failure to meet performance expectations related to assessment or adjudication of claims or KPI metrics.

REQUEST FOR PRODUCTION NO. 18 (Evidence of Coverage Documents):

Documents sufficient to identify the Evidence of Coverage documents, NOMNCs, and nH Predict Outcome documents applicable to Insureds in each of the 50 states, the District of Columbia, and Puerto Rico.

REQUEST FOR PRODUCTION NO. 19 (Responsible AI Board): All Documents and

Communications concerning the review, oversight, and analysis of nH Predict by the internal organization known as the “Responsible AI Board,” as well as any reports, presentations, analyses, findings, or recommendations about Your use of AI generally.

Dated: May 16, 2024

/s/ Glenn A. Danas
Glenn A. Danas (CA #270317)
Ryan J. Clarkson (CA #257074)
Zarrina Ozari (CA #334443)
Michael A. Boelter (CA #353529)
Pro Hac Vice
CLARKSON LAW FIRM, P.C.
22525 Pacific Coast Highway
Malibu, CA 90265
Tel: (213) 788-4050
rclarkson@clarksonlawfirm.com
gdanas@clarksonlawfirm.com
zozari@clarksonlawfirm.com
mboelter@clarksonlawfirm.com

Karen Hanson Riebel (#0219770)
David W. Asp (#0344850)
Derek C. Waller (#0401120)
Emma Ritter Gordon (#0404000)
LOCKRIDGE GRINDAL NAUEN PLLP
100 Washington Ave. South, Ste. 2200
Minneapolis, MN 55401
Tel: (612) 339-6900
khriebel@locklaw.com
dwasp@locklaw.com
dcwaller@locklaw.com
erittergordon@locklaw.com

James Pizzirusso (DC #477604)
Nicholas Murphy (DC #90011138)
Pro Hac Vice
HAUSFELD LLP
1201 17th St., NW, Ste. 600
Washington, DC 20006
Tel: (202) 540-7200
jpizzirusso@hausfeld.com
nmurphy@hausfeld.com

Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that on May 16, 2025, a true and correct copy of the foregoing **Plaintiff's First Set of Requests for Production of Documents** was served on the following parties via email.

DORSEY & WHITNEY LLP

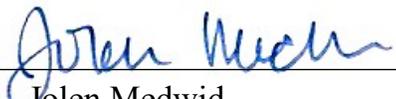
Nicole Engisch (#0215284)
engisch.nicole@dorsey.com
Michelle S. Grant (#0311170)
grant.michelle@dorsey.com
Shannon L. Bjorklund (#0389932)
bjorklund.shannon@dorsey.com
50 South Sixth Street, Suite 1500
Minneapolis, MN 55402
Telephone: (612) 340-2600
Facsimile: (612) 340-2868

DORSEY & WHITNEY LLP

Nicholas J. Pappas (*pro hac vice*)
Pappas.nicholas@dorsey.com
51 West 52nd Street
New York, NY 10019-6119
Telephone: (212) 415-9387

Attorneys for Defendants

Dated: May 16, 2025



Jolen Medwid

EXHIBIT B

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

THE ESTATE OF GENE B. LOKKEN,
GLENNETTE KELL, DARLENE
BUCKNER, CAROL CLEMENS, THE
ESTATE OF FRANK CHESTER
PERRY, THE ESTATE OF JACKIE
MARTIN, JOHN J. WILLIAMS, AS
TRUSTEE OF THE MILES AND
CAROLYN WILLIAMS 1993 FAMILY
TRUST, and WILLIAM HULL,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

UNITEDHEALTH GROUP INC.,
UNITED HEALTHCARE, INC.,
NAVIHEALTH, INC. and DOES 1-50,
inclusive,

Defendants.

Civil File No. 23-CV-03514 (JRT/SGE)

**DEFENDANTS' OBJECTIONS AND
RESPONSES TO PLAINTIFFS'
FIRST SET OF REQUESTS FOR
PRODUCTION OF DOCUMENTS**

TO: Plaintiffs Estate of Gene B. Lokken; Glennette Kell; Darlene Buckner; Carol Clemens; Estate of Frank Chester Perry; Estate of Jackie Martin; John T. Williams; as Trustee of the Miles and Carolyn Williams 1993 Family Trust; and William Hull, and their attorneys David W. Asp, Derek C. Waller, Emma Ritter Gordon, and Karen Hanson Riebel, of Lockridge Grindal Nauen PLLP, 100 Washington Ave. South, Suite 2200, Minneapolis, MN 55401; Glenn Danas, Michael August Boelter, Ryan Clarkson, and Zarrina Ozari of Clarkson Law Firm, P.C., 22525 Pacific Coast Highway, Malibu, CA 90265; James J. Pizzirusso and Nicholas Murphy of Hausfeld LLP, 1200 17th Street, NW Suite 600 Washington, DC 20036; and Steven M. Nathan of Hausfeld LLP, 33 Whitehall Street, Ste 14th Floor, New York, NY 10004.

Defendants UnitedHealth Group Incorporated, UnitedHealthcare, Inc. (“UHC”), and naviHealth, Inc. (“naviHealth”) (collectively, “Defendants”), by counsel, and pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, hereby make the following responses and objections to Plaintiffs’ First Set of Requests for Production (“Requests”):

GENERAL OBJECTIONS

1. Defendants object to the Requests, Definitions, and Instructions to the extent that they seek to impose obligations beyond those required by the Federal Rules of Civil Procedure and the Local Rules of the District of Minnesota.

2. Defendants object to the Requests to the extent that they seek discovery beyond that which is relevant to the named Plaintiffs’ individual claims, especially insofar as the Court has not certified the case for class treatment.

3. Defendants object to the Requests because they are not, as required by Rule 26(b)(1) of the Federal Rules of Civil Procedure, limited to discovery that is “relevant to any party’s claim or defense and proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties’ relative access to the relevant information, the parties’ resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit.” This burden is highlighted by the fact that the Requests seek “all” documents or communications on a particular topic. Such Requests are disproportionate to the needs of the case. Except as otherwise expressly stated herein, Defendants will produce non-objectionable documents responsive to the Requests in

Defendants' possession, custody, or control that can be located through a reasonable search of files likely to contain discoverable information.

4. To the extent that any Request seeks: (a) information which is readily available to Plaintiffs from their own records; (b) the identification or production of documents or information that Plaintiffs already have in their possession; or (c) publicly available documents or information where the burden of collecting or compiling such documents or information is the same for all parties, Defendants object on the grounds that the burden of deriving or ascertaining such information and/or documents is substantially the same for Plaintiffs as for Defendants and, therefore, such Requests are unduly burdensome, go beyond any legitimate need for discovery, and exceed the scope of discovery.

5. Defendants object to the Requests to the extent that they seek information subject to the attorney-client privilege, work product doctrine, or by any other privilege, protection, or immunity available under applicable law. Defendants specifically object to the definition of "person" as overbroad to the extent that it includes a legal entity and seeks information protected by attorney-client privilege and/or the work product doctrine within the scope of any Request. Defendants will not produce documents or information protected from disclosure by the attorney-client privilege or the attorney work-product doctrine. Any response by Defendants shall not constitute a waiver of any such privilege or protection.

6. Defendants object to the Requests as unduly burdensome to the extent they purport to require Defendants, in responding to a Request, to search electronically-stored information ("ESI") that is not reasonably accessible or that would require undue burden

or cost in accessing such information. Defendants' agreement as to production of any ESI is subject to negotiation of an applicable ESI protocol.

7. Defendants object to the definitions of "Defendant(s)," "UHC," "You," or "Your" as overly broad, unduly burdensome, vague and ambiguous. For the purpose of Defendants' responses to the Requests, the terms "Defendant(s)," "You," and "Your" will mean UnitedHealth Group Incorporated, UnitedHealthcare, Inc., and naviHealth, Inc., excluding any other parents, affiliates, or subsidiaries; and the term "UHC," will mean UnitedHealthcare, Inc., excluding any other parents, affiliates, or subsidiaries.

8. Defendants object to the definition of "Insureds" as overly broad, unduly burdensome, vague, and ambiguous because it encompasses insureds who, to Defendants' knowledge, have not received any post-acute care and are outside the scope of the allegations in Plaintiffs' Amended Complaint. Defendants further object to the definition as overly broad as it encompasses member of proposed putative classes for Counts III through VII of the Amended Complaint that have been dismissed by the Court.

9. Defendants object to the definition of "Medical Claims" as overly broad, unduly burdensome, vague, and ambiguous because it encompasses "Medical Claims" for patients who, to Defendants' knowledge, have not received any post-acute care and are outside the scope of the allegations in Plaintiffs' Amended Complaint.

10. Defendants object to the definition of "Post-acute care" as vague, ambiguous and overly broad as it encompasses *any* "medical treatment and rehabilitation" that follows *any* undefined "acute healthcare condition" and it not limited to treatment and rehabilitation in a skilled nursing, inpatient rehabilitation or long-term rehabilitation

facility. Defendants' responses are limited to post-acute care in skilled nursing facilities as the nH Predict tool is only used in connection with care planning and coordination for members in skilled nursing facilities.

11. Defendants object to the definition of "nH Predict" as overly broad and inaccurate. nH Predict is a software tool and is not used to make coverage determinations.

12. Defendants object to the "Relevant Time Period" of time as overbroad, causing the Requests to seek information that is irrelevant and imposing an undue burden on Defendants. The Requests for Documents seek information from November 14, 2017 to the present, which is two years before the time period for any alleged putative class and before naviHealth began providing certain post-acute care management and utilization review services to United HealthCare Services, Inc.

13. Defendants object to the Requests to the extent they seek information relating to claims that have been dismissed by the Court. Defendants object to the Requests seeking information beyond claims by the individual named Plaintiffs because nH Predict is not used to deny coverage and, accordingly, discovery regarding class certification and class issues would be unduly burdensome and disproportionate to the needs of the case until such time as the Court rules on any motion for summary judgment on the claims of the named Plaintiffs. In granting, in part, Defendants' Motion to Dismiss, the Court narrowed the case to the two Remaining Claims: Count 1 (Breach of Contract) and Count 2 (Breach of the Implied Covenant of Good Faith and Fair Dealing). *See* ECF 91. The Court stated that "in analyzing these claims the Court would only be required to investigate whether UHC complied with its own written documents," and that

it “need only review insurance documents to resolve these claims.” ECF 91 at 19, 2. The Court clarified that the two “claims thus effectively arise out of UHC’s evidence of coverage documents because the question would be whether UHC complied with its statement that claim decisions would be made by ‘clinical services staff’ and ‘physicians’ when it allegedly used artificial intelligence.” *Id.* at 19. The Court dismissed the remaining claims because they were preempted by the Medicare Act. *See generally id.* The Court’s subsequent Clarification Order confirmed the narrow scope of the remaining claims, noting that Counts 1 and 2 survived preemption “due to their independence from the Medicare Act, which limited the Court’s analysis to the Evidence of Coverage (‘EOC’) documents provided by UHC. Accordingly, the contract claims are *limited to breaches of EOC terms.*” ECF 104 at 2 (emphasis added). As a result of the rulings, the remaining claims distill down to “whether UHC complied with its statement that claim decisions would be made by ‘clinical services staff’ and ‘physicians’ when it allegedly used artificial intelligence.” ECF 91 at 19. Put simply, the remaining claims depend on whether Defendants breached the EOC terms by making coverage determinations based on nH Predict instead of an individualized investigation, as alleged in the Amended Complaint. ECF 34 ¶¶ 38, 190, 196-197.

14. Defendants object to the Requests seeking information beyond claims by the individual named Plaintiffs because nH Predict is not used to deny coverage and, accordingly, discovery regarding class certification and class issues would be unduly burdensome and disproportionate to the needs of the case until such time as the Court rules on any motion for summary judgment on the claims of the named Plaintiffs.

15. Counsel for Defendants invite discussion with Plaintiffs' counsel with respect to Defendants' objections and responses to Plaintiffs' Requests, with the expectation that discussion between counsel may eliminate or modify objections, reduce burdens on Defendants, or otherwise result in a mutually satisfactory resolution.

16. Defendants state that nothing herein shall be construed as a waiver of these General Objections or an admission by Defendants as to the relevance or admissibility at trial of any document or information that Defendants provide as a response to the Requests.

17. Defendants will make reasonable efforts to respond to each Request, to the extent the Request has not been objected to, as Defendants understand and interpret the Request. In the event that Plaintiffs subsequently assert an interpretation of a Request that differs from that of Defendants, Defendants reserve the right to amend and/or supplement their Responses but undertake no obligation to do so.

18. Defendants are continuing to gather information and reserve the right to supplement, revise, correct, clarify, or amend any of the following responses or objections.

19. The foregoing General Objections are incorporated into each Response for each of Plaintiffs' Requests set forth below. All specific objections to a Request are made subject to, and without waiver of, the foregoing General Objections, even if a General Objection is not explicitly repeated.

20. Defendants will produce documents on a rolling basis once an appropriate protective order is in place and beginning no later than July 30, 2025, which is 30 days after service of these objections.

SPECIFIC DOCUMENT REQUESTS

REQUEST FOR PRODUCTION NO. 1 (Plaintiffs' Documents and Data): All Documents, Communications, and data relating to Plaintiffs, including without limitation Documents and Communications concerning Evidence of Coverage contracts between each Plaintiff and Defendants, claims submitted by Plaintiffs, premium payments made by Plaintiffs, Plaintiffs' nH Predict Outcome documents, Plaintiffs' benefits, and Communications between Plaintiffs, or their agents or representatives, and Defendants.

RESPONSE TO REQUEST FOR PRODUCTION NO. 1: Defendants object to this Request as overly broad, unduly burdensome, and disproportionate to the needs of the case, because the request for “[a]ll documents, Communications, and data relating to Plaintiffs” purports to require Defendants to engage in extremely broad, costly, and overreaching document searches for nearly an eight-year period for all documents and communications relating to Plaintiffs, not limited to claims for treatment at a skilled nursing facility or otherwise relevant to the claims remaining in this action. For example, Plaintiffs' request, as drafted, would require production of *all* records related to *any* medical claim.

Subject to and without waiving the foregoing general and specific objections, Defendants will produce the administrative records for each named Plaintiff for the skilled nursing facilities and dates of service alleged in the Amended Complaint and documents sufficient to identify any premium payments made by Plaintiffs from November 14, 2019 to the present. Beyond that production, and based on the foregoing general and specific

objections, Defendants do not agree to produce further documents in response to this Request.

REQUEST FOR PRODUCTION NO. 2 (Defendants' Defenses): All Documents or Communications supporting, qualifying, undermining, or otherwise concerning each defense You have asserted or plan to assert, including in opposition to any motion for class certification, in support of or opposition to any motion summary judgment, or at trial.

RESPONSE TO REQUEST FOR PRODUCTION NO. 2: Defendants object to this Request as vague and ambiguous as to the terms “supporting,” “qualifying,” “undermining,” or “otherwise concerning.” Defendants further object to this Request as overly broad, unduly burdensome, and disproportionate to the needs of the case. Defendants further object to this Request as premature and to the extent it seeks to impose obligations on Defendants beyond those in the Federal Rules of Civil Procedure and in the operative Scheduling Order.

Subject to and without waiving the foregoing general and specific objections, Defendants will produce documents they intend to rely upon in accordance with the Federal Rules of Civil Procedure and the operative Scheduling Order. Beyond that production, and based on the foregoing general and specific objections, Defendants do not agree to produce further documents in response to this Request.

REQUEST FOR PRODUCTION NO. 3 (Defendants' Organizational Structure): Documents, including organizational charts, sufficient to show, on an annual basis, Your organizational structure and hierarchy, including Your parent companies, subsidiaries, affiliates, departments, units, and divisions and sufficient to Identify and reflect the roles,

responsibilities, and hierarchy, on an annual basis of all employees (including agents and third-party consultants) responsible for or involved with assessment and adjudication of post-acute care medical claims or use of algorithms or AI in claims processing.

RESPONSE TO REQUEST FOR PRODUCTION NO. 3: Defendants object to this Request as overly broad, unduly burdensome, and disproportionate to the needs of the case, because it seeks extensive information regarding corporate structure of numerous entities over a nearly eight-year period on virtually unbounded topics that is not relevant to Plaintiffs' claims. The Request purports to require Defendants to search for and produce documents identifying departments, units, and divisions of not only the named Defendants but thousands of affiliated entities as well as *every* employee involved in assessment and adjudication of post-acute care medical claims or use of algorithms or AI in claims processing. As one illustration of its overbreadth, this Request seeks information about "the roles, responsibilities, and hierarchy, on an annual basis over a nearly eight-year period of all employees [of any Defendant]...responsible for or involved with assessment and adjudication of post-acute care medical claims," which is defined as *any* medical treatment following an acute healthcare condition and not limited to the skilled nursing facility claims and the use of nH Predict. Defendants object to this Request because it seeks documents that are not relevant to any of Plaintiffs' claims that remain in the case following the Court's decision on Defendants' Motion to Dismiss. Defendants further object to this Request as the terms "algorithms" and "AI" are vague and ambiguous insofar as they are not defined and capable of multiple interpretations.

Based on the foregoing general and specific objections, Defendants do not agree to produce documents in response to this Request.

REQUEST FOR PRODUCTION NO. 4 (Defendants' Policies and Procedures):

Documents and Communications sufficient to show Your policies, operating procedures, protocols, methods, practices, memoranda, and reports concerning the manner you assess and adjudicate post-acute care claims during the Relevant Period, including Documents and Communications sufficient to show any changes thereto. This Request includes without limitation Documents sufficient to show how You train employees (including Skilled Inpatient Care Coordinators (“SICCs”) and Medical Directors (“MDs”)) concerning nH Predict, post-acute care claims processing, and handling appealed claims, as well as Documents and Communications reflecting Defendants’ policies and procedures for handling denied claims that are appealed, as well as the use of any medical management techniques (*e.g.*, prior authorization, step protocols, utilization review) to assess and adjudicate post-acute care claims (including those from Insureds with Medicare Advantage plans).

RESPONSE TO REQUEST FOR PRODUCTION NO. 4: Defendants object to this Request because the terms “policies, operating procedures, protocols, methods, practices, memoranda, and reports” are vague and ambiguous, insofar as they are not defined and capable of multiple interpretations. Defendants object to the term “assess” for the same reasons. Defendants further object to this Request as overly broad, unduly burdensome, seeking documents not relevant to any of Plaintiffs’ claims that remain in the case following the Court’s decision on Defendants’ Motion to Dismiss, and disproportionate to

the needs of the case. This Request would require Defendants to search for a broad set of documents not relevant to Plaintiffs' claims at issue in this litigation, including claims for insureds in plans other than Medicare Advantage plans insured by UHC, claims beyond post-acute care in skilled nursing facilities, and documents unrelated to whether nH Predict was used by Defendants to deny coverage in place of medical professionals. Defendants also reassert their objection to the definitions of "post-acute care," and "Relevant Time Period" as set forth in the General Objections.

Subject to and without waiving the foregoing general and specific objections, Defendants will produce documents sufficient to show the applicable training materials and other policy documents addressing how medical directors apply Medicare criteria in coverage determinations and how nH Predict is used at naviHealth. Beyond that production, and based on the foregoing general and specific objections, Defendants do not agree to produce further documents in response to this Request.

REQUEST FOR PRODUCTION NO. 5 (nH Predict Analyses): All Documents and Communications discussing (including meeting minutes whether virtual or in person), or analyzing (including reports) nH Predict, including without limitation nH Predict's compliance with or adherence to generally accepted standards of medical practice and Defendants' Evidence of Coverage documents.

RESPONSE TO REQUEST FOR PRODUCTION NO. 5: Defendants object to this Request as overbroad, unduly burdensome, seeking documents not relevant to any party's claims or defenses, and disproportionate to the needs of the case as this Request would require Defendants to search for and produce all documents over a nearly eight-year period

relating to nH Predict, which goes well beyond the claims remaining in this action. Defendants also object on the grounds that this request is based on a faulty premise regarding the use of nH Predict. nH Predict is not used to make coverage determinations, thus, discovery into its compliance with or adherence to generally accepted standards of medical practice is not a request calculated to lead to the discovery of admissible evidence.

Subject to and without waiving the foregoing general and specific objections, Defendants will produce documents sufficient to show the applicable training materials and other policy documents addressing how medical directors apply Medicare criteria in coverage determinations and how nH Predict is used at naviHealth. Beyond that production, and based on the foregoing general and specific objections, Defendants do not agree to produce further documents in response to this Request.

REQUEST FOR PRODUCTION NO. 6 (Insured Complaints): All Documents and Communications concerning any complaints or grievances, including those made by insureds, concerning naviHealth, nH Predict, and denials of post-acute care claims, including any responses by Defendants to said complaints and any internal evaluations, reports, analyses, or meeting minutes and communications related to said complaints or grievances.

RESPONSE TO REQUEST FOR PRODUCTION NO. 6: Defendants object to this Request as overbroad, unduly burdensome, seeking documents not relevant to any party's claims or defenses, and disproportionate to the needs of the case. The Request would require Defendants to search for and identify *all* documents and communications relating to *any* complaints or grievances over a nearly eight-year period relating to naviHealth, nH

Predict, and denials of *any* post-acute care which goes well beyond the claims of named Plaintiffs or that of the putative class because the term “post-acute care” is defined to include types of medical care far beyond what is at issue in this case. Defendants also reassert their objection to the definition of “post-acute care,” as set forth in the General Objections. Defendants further object to this Request to the extent that it requires the production of information protected from disclosure by attorney-client or work product privileges.

In Plaintiffs’ June 27, 2025, meet and confer letter, Plaintiffs stated that they are willing to agree to limit the Request to “documents and communications concerning complaints or grievances made by Medicare Advantage insureds, made on behalf of Medicare Advantage insureds, or made by providers of Medicare Advantage insureds, rather than all complaints or grievances.” This still would require Defendants to conduct an unduly burdensome search for *all* documents and communications relating to *any* such complaints or grievances over a nearly eight-year period. Even as limited, this Request is not relevant to the use of nH Predict and “whether UHC complied with its statement that claim decisions would be made by ‘clinical services staff’ and ‘physicians’” when it made coverage determinations for Medicare Advantage members in skilled nursing facilities. Even as narrowed, the Request would cover, for example, complaints regarding providers and complaints related to processing of claims for routine office visits years after any hospitalization.

Based on the foregoing general and specific objections, Defendants do not agree to produce documents in response to this Request.

REQUEST FOR PRODUCTION NO. 7 (Development and use of nH Predict): All Documents and Communications concerning the development, design, creation, approval, implementation, and use of the nH Predict algorithm by You, including the data, rules, source code, and medical guidelines nH Predict is based on.

RESPONSE TO REQUEST FOR PRODUCTION NO. 7: Defendants object to this Request because it seeks documents that are not relevant to any of Plaintiffs' claims remaining in this action. Defendants further object to this Request as the term "algorithm" is vague and ambiguous insofar as it is not defined and capable of multiple interpretations. Defendants further object to this Request as overly broad, unduly burdensome and disproportionate to the needs of the case. The Request purports to require Defendants to search for *every* document and communication over a nearly eight-year period regarding the creation, implementation, and use of nH Predict. Defendants also object on the grounds that this request is based on a faulty premise regarding the use of nH Predict. nH Predict is not used to make coverage determinations and is not based on medical guidelines, thus this Request is not calculated to lead to the discovery of admissible evidence.

Subject to and without waiving the foregoing general and specific objections, Defendants will produce documents sufficient to show the applicable training materials and other policy documents addressing how medical directors apply Medicare criteria in coverage determinations and how nH Predict is used at naviHealth. Beyond that production, and based on the foregoing general and specific objections, Defendants do not agree to produce further documents in response to this Request.

REQUEST FOR PRODUCTION NO. 8 (Volume of Claims Processed via nH

Predict): Documents, Communications, and data sufficient to identify the number of claims You processed using nH Predict during the Relevant Time Period.

RESPONSE TO REQUEST FOR PRODUCTION NO. 8: Defendants object to this Request as vague and ambiguous in that it is seeking documents, communications and data “sufficient to identify.” Defendants further object to this Request as the term “process” is vague and ambiguous insofar as it is not defined and capable of multiple interpretations. Defendants do not use nH Predict to make coverage determinations.

Based on the foregoing general and specific objections, Defendants do not agree to produce documents in response to this Request.

REQUEST FOR PRODUCTION NO. 9 (Volume of Medical Necessity Denials):

Documents, Communications and data sufficient to identify the number of Notices of Medicare Non-Coverage (“NOMNCs”) Defendant naviHealth issued to Insureds for post-acute care claims on the basis of medical necessity during the Relevant Time Period, including prior authorization and concurrent denials.

RESPONSE TO REQUEST FOR PRODUCTION NO. 9: Defendants object to this Request as vague and ambiguous in that it is seeking documents, communications and data “sufficient to identify.” Defendants further object to this Request as overly broad, unduly burdensome, disproportionate to the needs of the case, and seeking documents not relevant to Plaintiffs’ remaining claims in this action because it seeks information regarding types of medical treatment and care that are outside the services at issue in this litigation and is not relevant to the question of whether “UHC complied with its statement that claim

decisions would be made by ‘clinical services staff’ and ‘physicians.’” UHC and its relevant affiliate entities have over 9 million Medicare Advantage members and identifying the number of NOMNCs (which are not limited to skilled nursing facilities) over an eight-year period would be unduly burdensome. Defendants’ further object to this Request because nH Predict is not used in the prior authorization process Defendants also reassert their objection to the definitions of “post-acute care,” “Insureds,” and “Relevant Time Period,” as set forth in the General Objections.

Based on the foregoing general and specific objections, Defendants do not agree to produce documents in response to this Request.

REQUEST FOR PRODUCTION NO. 10 (Post-Acute Care Claim Denial Volume):

Documents, Communications and data sufficient to identify the number of post-acute care claim denials You process annually during the Relevant Time Period, including separately by year denials issued based on asserted lack of medical necessity.

RESPONSE TO REQUEST FOR PRODUCTION NO. 10: Defendants object to this Request as vague and ambiguous in that it is seeking documents, communications and data “sufficient to identify.” Defendants further object to this Request as overly broad, unduly burdensome, disproportionate to the needs of the case, and seeking documents not relevant to Plaintiffs’ remaining claims in this action. Defendants also reassert their objection to the definitions of “post-acute care” and “Relevant Time Period,” as set forth in the General Objections. The term “post-acute care” is defined to capture types of medical care far beyond what is at issue in this case and this Request is not limited to claims for any putative class alleged in the Complaint. The remaining claims involve the question of whether nH

Predict was used to make coverage determinations. The requested documents are not relevant to the use of nH Predict and “whether UHC complied with its statement that claim decisions would be made by ‘clinical services staff’ and ‘physicians’” when it made coverage determinations for Medicare Advantage members in skilled nursing facilities.

Based on the foregoing general and specific objections, Defendants do not agree to produce documents in response to this Request.

REQUEST FOR PRODUCTION NO. 11 (Expected vs. Actual Rates of Post-Acute

Care Claim Denials): Documents, Communications and data sufficient to identify Your expected rate of post-acute care claim denials each month from two years prior to the implementation of nH Predict to the present, as well as the actual rate of post-acute claim denials each month from two years prior to the implementation of nH Predict to the present.

RESPONSE TO REQUEST FOR PRODUCTION NO. 11: Defendants object to this

Request as vague and ambiguous in that it is seeking documents, communications and data “sufficient to identify.” Defendants further object to this Request as overly broad, unduly burdensome, disproportionate to the needs of the case, and seeking documents not relevant to Plaintiffs’ remaining claims in this action. Defendants also reassert their objection to the definitions of “post-acute care” and “Relevant Time Period,” as set forth in the General Objections. The term “post-acute care” is defined to capture types of medical care far beyond what is at issue in this case and this Request is not limited to claims for any putative class alleged in the Complaint. The remaining claims involve the question of whether nH Predict was used to make coverage determinations. The requested documents are not relevant to the use of nH Predict and “whether UHC complied with its statement that claim

decisions would be made by ‘clinical services staff’ and ‘physicians’” when it made coverage determinations for Medicare Advantage members in skilled nursing facilities.

Based on the foregoing general and specific objections, Defendants do not agree to produce documents in response to this Request.

REQUEST FOR PRODUCTION NO. 12 (Acquisition of naviHealth): All Documents and Communications concerning Your acquisition of naviHealth, including without limitation all evaluations, reports, analyses, memoranda, meeting minutes, or other documents related to the decision to acquire naviHealth (including documents concerning projected cost-savings and the number of impacted clients and insureds).

RESPONSE TO REQUEST FOR PRODUCTION NO. 12: Defendants object to this Request as overly broad, unduly burdensome, disproportionate to the needs of the case and seeking documents not relevant to Plaintiffs’ remaining claims in this action. This Request would require Defendants to search for all documents regarding the acquisition of naviHealth, which is not relevant to any party’s claims or defenses. Defendants further object to this Request to the extent that it requires the production of information protected from disclosure by attorney-client or work product privileges.

Based on the foregoing general and specific objections, Defendants do not agree to produce documents in response to this Request.

REQUEST FOR PRODUCTION NO. 13 (Earnings, Revenue and Valuation):

Documents, Communications, and data sufficient to identify Defendants’ valuation, value, revenue, profits, and profitability of each entity.

RESPONSE TO REQUEST FOR PRODUCTION NO. 13:

Defendants object to this Request as vague and ambiguous in that it is seeking documents, communications and data “sufficient to identify.” Defendants further object to this Request as overbroad and disproportionate to the needs of the case and seeking documents that are not relevant to Plaintiffs’ claims. The remaining claims involve the question of whether nH Predict was used to make coverage determinations. The requested documents are not relevant to the use of nH Predict and “whether UHC complied with its statement that claim decisions would be made by ‘clinical services staff’ and ‘physicians’” when it made coverage determinations for Medicare Advantage members in skilled nursing facilities.

Based on the foregoing general and specific objections, Defendants do not agree to produce documents in response to this Request.

REQUEST FOR PRODUCTION NO. 14 (Internal and Governmental Investigations):

All Documents and Communications concerning internal (whether undertaken by You or on Your behalf) or governmental agency investigations into Defendants’ policies, practices, or operations, and Defendants’ use of nH Predict, any other algorithms, or AI to assess or adjudicate claims, including but not limited to any disclosures made by You regarding Your Medicare Advantage contracts to the Centers for Medicare

& Medicaid Services (“CMS”) and any responses by You to any request for information, subpoena, or civil investigative demand issued by any government office or agency.

RESPONSE TO REQUEST FOR PRODUCTION NO. 14: Defendants object to this Request as overly broad, unduly burdensome, disproportionate to the needs of the case, and seeing documents that are not relevant to any party’s claim or defense. This Request broadly seeks *all* documents and communications regarding *any* internal or governmental agency investigation into *any* Defendants’ policies, practices, or operations and not limited to the subject matter of this litigation. It also seeks documents regarding *any* algorithm or AI used “to assess or adjudicate claims,” which would include, for example, claims for routine preventive care submitted under a non-Medicare plan. Defendants further object to this Request as the terms “algorithms” and “AI” are vague and ambiguous insofar as they are not defined and capable of multiple interpretations. Defendants further object to this Request to the extent that it requires the production of information protected from disclosure by attorney-client or work product privileges.

Based on the foregoing general and specific objections, Defendants do not agree to produce documents in response to this Request.

REQUEST FOR PRODUCTION NO. 15 (Governmental Investigations): All Documents and Communications produced by You to any local, state, or federal governmental agency or regulatory body concerning your assessment and adjudication of medical claims.

RESPONSE TO REQUEST FOR PRODUCTION NO. 15: Defendants object to this Request as overly broad, unduly burdensome, disproportionate to the needs of the case,

and seeking documents not relevant to any party's claim or defense. The remaining claims involve the question of whether nH Predict was used to make coverage determinations. The requested documents are not relevant to the use of nH Predict and "whether UHC complied with its statement that claim decisions would be made by 'clinical services staff' and 'physicians'" when it made coverage determinations for Medicare Advantage members in skilled nursing facilities. The Request broadly seeks all documents or communications produced to any governmental agency or regulatory body over a nearly eight-year period regarding "assessment or adjudication" of any medical claims. All documents produced to any governmental agency or regulatory body are not relevant. *See, e.g., King County v. Merrill Lynch & Co., Inc.*, No. 10-cv-1156, 2011 WL 3438491, at *3 (W.D. Wash. Aug. 5, 2011) (internal citation and quotation omitted) (rejecting similar request noting that "Plaintiff must make proper discovery requests, identifying the specific categories of documents sought, in order to obtain them – and each category must be relevant to its claims and defenses"). Defendants further object to this Request to the extent that it requires the production of information protected from disclosure by attorney-client or work product privileges.

Based on the foregoing general and specific objections, Defendants do not agree to produce documents in response to this Request.

REQUEST FOR PRODUCTION NO. 16 (Employee Performance Evaluations):

Documents and Communications sufficient to identify how You evaluate the performance of naviHealth employees (including performance reviews), set performance expectations for naviHealth employees (including bonus compensation), and Your use of key

performance indicators (“KPIs”) or other metrics (including length of stay metrics) to evaluate employees.

RESPONSE TO REQUEST FOR PRODUCTION NO. 16: Defendants object to this Request as overly broad, unduly burdensome, disproportionate to the needs of the case, and seeking documents not relevant to any party’s claims or defenses. The remaining claims involve the question of whether nH Predict was used to make coverage determinations. The requested documents are not relevant to the use of nH Predict. Defendants further object to this Request to the extent that it requires the production of information protected from disclosure by attorney-client or work product privileges.

Based on the foregoing general and specific objections, Defendants do not agree to produce documents in response to this Request.

REQUEST FOR PRODUCTION NO. 17 (Employee Discipline): All Documents and Communications concerning any disciplinary actions You have taken against naviHealth employees for failure to meet performance expectations related to assessment or adjudication of claims or KPI metrics.

RESPONSE TO REQUEST FOR PRODUCTION NO. 17: Defendants object to this Request as overly broad, unduly burdensome, disproportionate to the needs of the case, and seeking documents not relevant to any party’s claims or defenses. The remaining claims involve the question of whether nH Predict was used to make coverage determinations. The requested documents are not relevant to the use of nH Predict and “whether UHC complied with its statement that claim decisions would be made by ‘clinical services staff’ and ‘physicians’” when it made coverage determinations for Medicare

Advantage members in skilled nursing facilities. Defendants further object to this Request as seeking irrelevant and highly confidential information regarding personnel decisions. Defendants further object to this Request to the extent that it requires the production of information protected from disclosure by attorney-client or work product privileges.

Based on the foregoing general and specific objections, Defendants do not agree to produce documents in response to this Request.

REQUEST FOR PRODUCTION NO. 18 (Evidence of Coverage Documents):

Documents sufficient to identify the Evidence of Coverage documents, NOMNCs, and nH Predict Outcome documents applicable to Insureds in each of the 50 states, the District of Columbia, and Puerto Rico.

RESPONSE TO REQUEST FOR PRODUCTION NO. 18: Defendants object to this

Request as vague, ambiguous insofar as it seeks documents “sufficient to identify” “Evidence of Coverage documents,” NOMNCs and “nH Predict Outcome documents” “applicable” to “Insureds.” Defendants reassert their objections to the definition of “Insureds,” as set forth in the General Objections. Defendants further object to this Request as overly broad, unduly burdensome, disproportionate to the needs of the case, and seeking documents not relevant to any party’s claims or defenses. As to Evidence of Coverage documents, this Request is not limited to Evidence of Coverage documents for Medicare Advantage plans. Even if the Request was limited to Medicare Advantage plans, there are thousands of different versions. Identifying this many versions is unduly burdensome and disproportionate to the needs of the case, particularly given the Court’s Order on Defendants’ Motion to Dismiss.

Subject to and without waiving the foregoing general and specific objections, Defendants will produce the administrative records for each named Plaintiff for the skilled nursing facilities and dates of service alleged in the Amended Complaint, which will include the applicable Evidences of Coverage for each named Plaintiff, any NOMNCs issued, and any nH Predict Outcome report. Beyond that production, and based on the foregoing general and specific objections, Defendants do not agree to produce further documents in response to this Request.

REQUEST FOR PRODUCTION NO. 19 (Responsible AI Board): All Documents and Communications concerning the review, oversight, and analysis of nH Predict by the internal organization known as the “Responsible AI Board,” as well as any reports, presentations, analyses, findings, or recommendations about Your use of AI generally.

RESPONSE TO REQUEST FOR PRODUCTION NO. 19: Defendants object to this Request as the term “AI” is vague and ambiguous insofar as it is not defined and capable of multiple interpretations. Defendants further object to this Request as overly broad, unduly burdensome, disproportionate to the needs of the case, and seeking documents not relevant to any party’s claims or defenses. The remaining claims involve the question of whether nH Predict was used to make coverage determinations. The requested documents are not relevant to the use of nH Predict and “whether UHC complied with its statement that claim decisions would be made by ‘clinical services staff’ and ‘physicians’” when it made coverage determinations for Medicare Advantage members in skilled nursing facilities. Defendants further object to this Request to the extent it broadly seeks documents

regarding the “use of AI generally” without even limiting it to claims-related use. As drafted, this Request would include, for example, any use of AI to assist with functions of basic building operations, IT security, and any number of non-claims-related tasks. Defendants further object to this request as vague and ambiguous as there is no “internal organization” titled the “Responsible AI Board.”

Based on the foregoing general and specific objections, Defendants do not agree to produce documents in response to this Request.

Dated: June 30, 2025

DORSEY & WHITNEY LLP

By  _____

Nicole Engisch (#0215284)
engisch.nicole@dorsey.com
Michelle S. Grant (#0311170)
grant.michelle@dorsey.com
Shannon L. Bjorklund (#0389932)
bjorklund.shannon@dorsey.com

50 South Sixth Street, Suite 1500
Minneapolis, MN 55402
Telephone: (612) 340-2600
Facsimile: (612) 340-2868

Nicholas J. Pappas (*pro hac vice*)
Pappas.nicholas@dorsey.com
DORSEY & WHITNEY LLP
51 West 52nd Street
New York, NY 10019-6119
Telephone: (212) 415-9387

Attorneys for Defendants

EXHIBIT C

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

THE ESTATE OF GENE B. LOKKEN,
GLENNETTE KELL, DARLENE
BUCKNER, CAROL CLEMENS, THE
ESTATE OF FRANK CHESTER
PERRY, THE ESTATE OF JACKIE
MARTIN, JOHN J. WILLIAMS, AS
TRUSTEE OF THE MILES AND
CAROLYN WILLIAMS 1993 FAMILY
TRUST, and WILLIAM HULL,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

UNITEDHEALTH GROUP INC.,
UNITED HEALTHCARE, INC.,
NAVIHEALTH, INC. and DOES 1-50,
inclusive,

Defendants.

Civil File No. 23-CV-03514 (JRT/SGE)

DEFENDANTS' AMENDED
OBJECTIONS AND RESPONSES TO
PLAINTIFFS' FIRST SET OF
REQUESTS FOR PRODUCTION OF
DOCUMENTS

TO: Plaintiffs Estate of Gene B. Lokken; Glennette Kell; Darlene Buckner; Carol Clemens; Estate of Frank Chester Perry; Estate of Jackie Martin; John T. Williams; as Trustee of the Miles and Carolyn Williams 1993 Family Trust; and William Hull, and their attorneys David W. Asp, Derek C. Waller, Emma Ritter Gordon, and Karen Hanson Riebel, of Lockridge Grindal Nauen PLLP, 100 Washington Ave. South, Suite 2200, Minneapolis, MN 55401; Glenn Danas, Michael August Boelter, Ryan Clarkson, and Zarrina Ozari of Clarkson Law Firm, P.C., 22525 Pacific Coast Highway, Malibu, CA 90265; James J. Pizzirusso and Nicholas Murphy of Hausfeld LLP, 1200 17th Street, NW Suite 600 Washington, DC 20036; and Steven M. Nathan of Hausfeld LLP, 33 Whitehall Street, Ste 14th Floor, New York, NY 10004.

Defendants UnitedHealth Group Incorporated, UnitedHealthcare, Inc. (“UHC”), and naviHealth, Inc. (“naviHealth”) (collectively, “Defendants”), by counsel, and pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, hereby make the following amended responses and objections to Plaintiffs’ First Set of Requests for Production (“Requests”):

GENERAL OBJECTIONS

1. Defendants object to the Requests, Definitions, and Instructions to the extent that they seek to impose obligations beyond those required by the Federal Rules of Civil Procedure and the Local Rules of the District of Minnesota.

2. Defendants object to the Requests because they are not, as required by Rule 26(b)(1) of the Federal Rules of Civil Procedure, limited to discovery that is “relevant to any party’s claim or defense and proportional to the needs of the case, considering the importance of the issues at stake in the action, the amount in controversy, the parties’ relative access to the relevant information, the parties’ resources, the importance of the discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit.” This burden is highlighted by the fact that the Requests seek “all” documents or communications on a particular topic. Such Requests are disproportionate to the needs of the case. Except as otherwise expressly stated herein, Defendants will produce non-objectionable documents responsive to the Requests in Defendants’ possession, custody, or control that can be located through a reasonable search of files likely to contain discoverable information.

3. To the extent that any Request seeks: (a) information which is readily available to Plaintiffs from their own records; (b) the identification or production of documents or information that Plaintiffs already have in their possession; or (c) publicly available documents or information where the burden of collecting or compiling such documents or information is the same for all parties, Defendants object on the grounds that the burden of deriving or ascertaining such information and/or documents is substantially the same for Plaintiffs as for Defendants and, therefore, such Requests are unduly burdensome, go beyond any legitimate need for discovery, and exceed the scope of discovery.

4. Defendants object to the Requests to the extent that they seek information subject to the attorney-client privilege, work product doctrine, or by any other privilege, protection, or immunity available under applicable law. Defendants specifically object to the definition of “person” as overbroad to the extent that it includes a legal entity and seeks information protected by attorney-client privilege and/or the work product doctrine within the scope of any Request. Defendants will not produce documents or information protected from disclosure by the attorney-client privilege or the attorney work-product doctrine. Any response by Defendants shall not constitute a waiver of any such privilege or protection.

5. Defendants object to the Requests as unduly burdensome to the extent they purport to require Defendants, in responding to a Request, to search electronically-stored information (“ESI”) that is not reasonably accessible or that would require undue burden or cost in accessing such information. Defendants’ agreement as to production of any ESI is subject to negotiation of an applicable ESI protocol.

6. Defendants object to the definitions of “Defendant(s),” “UHC,” “You,” or “Your” as overly broad, unduly burdensome, vague and ambiguous. For the purpose of Defendants’ responses to the Requests, the terms “Defendant(s),” “You,” and “Your” will mean UnitedHealth Group Incorporated, UnitedHealthcare, Inc., and naviHealth, Inc., excluding any other parents, affiliates, or subsidiaries; and the term “UHC,” will mean UnitedHealthcare, Inc., excluding any other parents, affiliates, or subsidiaries.

7. Defendants object to the definition of “Insureds” as overly broad, unduly burdensome, vague, and ambiguous because it encompasses insureds who, to Defendants’ knowledge, have not received any post-acute care and are outside the scope of the allegations in Plaintiffs’ Amended Complaint. Defendants further object to the definition as overly broad as it encompasses members of proposed putative classes for Counts III through VII of the Amended Complaint that have been dismissed by the Court.

8. Defendants object to the definition of “Medical Claims” as overly broad, unduly burdensome, vague, and ambiguous because it encompasses “Medical Claims” for patients who, to Defendants’ knowledge, have not received any post-acute care and are outside the scope of the allegations in Plaintiffs’ Amended Complaint.

9. Defendants object to the definition of “Post-acute care” as vague, ambiguous and overly broad as it encompasses *any* “medical treatment and rehabilitation” that follows *any* undefined “acute healthcare condition” and it not limited to treatment and rehabilitation in a skilled nursing, inpatient rehabilitation or long-term rehabilitation facility. Defendants’ responses are limited to post-acute care in skilled nursing facilities

(“SNF” or “SNFs”) as the nH Predict tool is only used in connection with care planning and coordination for members in skilled nursing facilities.

10. Defendants object to the definition of “nH Predict” as overly broad and inaccurate. nH Predict is a software tool and is not used to make coverage determinations.

11. Defendants object to the “Relevant Time Period” of time as overbroad, causing the Requests to seek information that is irrelevant and imposing an undue burden on Defendants. The Requests for Documents seek information from November 14, 2017 to the present, which is two years before the time period for any alleged putative class and before naviHealth began providing certain post-acute care management and utilization review services to United HealthCare Services, Inc.

12. Defendants object to the Requests to the extent they seek information relating to claims that have been dismissed by the Court. Defendants object to the Requests seeking information beyond claims by the individual named Plaintiffs because nH Predict is not used to deny coverage and, accordingly, discovery regarding class certification and class issues would be unduly burdensome and disproportionate to the needs of the case until such time as the Court rules on any motion for summary judgment on the claims of the named Plaintiffs. In granting, in part, Defendants’ Motion to Dismiss, the Court narrowed the case to the two Remaining Claims: Count 1 (Breach of Contract) and Count 2 (Breach of the Implied Covenant of Good Faith and Fair Dealing). *See* ECF 91. The Court stated that “in analyzing these claims the Court would only be required to investigate whether UHC complied with its own written documents,” and that it “need only review insurance documents to resolve these claims.” ECF 91 at 19, 2. The

Court clarified that the two “claims thus effectively arise out of UHC’s evidence of coverage documents because the question would be whether UHC complied with its statement that claim decisions would be made by ‘clinical services staff’ and ‘physicians’ when it allegedly used artificial intelligence.” *Id.* at 19. The Court dismissed the remaining claims because they were preempted by the Medicare Act. *See generally id.* The Court’s subsequent Clarification Order confirmed the narrow scope of the remaining claims, noting that Counts 1 and 2 survived preemption “due to their independence from the Medicare Act, which limited the Court’s analysis to the Evidence of Coverage (‘EOC’) documents provided by UHC. Accordingly, the contract claims are *limited to breaches of EOC terms.*” ECF 104 at 2 (emphasis added). As a result of the rulings, the remaining claims distill down to “whether UHC complied with its statement that claim decisions would be made by ‘clinical services staff’ and ‘physicians’ when it allegedly used artificial intelligence.” ECF 91 at 19. Put simply, the remaining claims depend on whether Defendants breached the EOC terms by making coverage determinations based on nH Predict instead of an individualized investigation, as alleged in the Amended Complaint. ECF 34 ¶¶ 38, 190, 196-197.

13. Counsel for Defendants invite discussion with Plaintiffs’ counsel with respect to Defendants’ objections and responses to Plaintiffs’ Requests, with the expectation that discussion between counsel may eliminate or modify objections, reduce burdens on Defendants, or otherwise result in a mutually satisfactory resolution.

14. Defendants state that nothing herein shall be construed as a waiver of these General Objections or an admission by Defendants as to the relevance or admissibility at trial of any document or information that Defendants provide as a response to the Requests.

15. Defendants will make reasonable efforts to respond to each Request, to the extent the Request has not been objected to, as Defendants understand and interpret the Request. In the event that Plaintiffs subsequently assert an interpretation of a Request that differs from that of Defendants, Defendants reserve the right to amend and/or supplement their Responses but undertake no obligation to do so.

16. Defendants are continuing to gather information and reserve the right to supplement, revise, correct, clarify, or amend any of the following responses or objections.

17. The foregoing General Objections are incorporated into each Response for each of Plaintiffs' Requests set forth below. All specific objections to a Request are made subject to, and without waiver of, the foregoing General Objections, even if a General Objection is not explicitly repeated.

18. Defendants have already made two productions and will continue to produce documents on a rolling basis.

RESPONSES TO REQUESTS FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 1 (Plaintiffs' Documents and Data): All Documents, Communications, and data relating to Plaintiffs, including without limitation Documents and Communications concerning Evidence of Coverage contracts between each Plaintiff and Defendants, claims submitted by Plaintiffs, premium payments made by

Plaintiffs, Plaintiffs' nH Predict Outcome documents, Plaintiffs' benefits, and Communications between Plaintiffs, or their agents or representatives, and Defendants.

RESPONSE: Defendants object to this Request as overly broad, unduly burdensome, and disproportionate to the needs of the case, because the request for “[a]ll documents, Communications, and data relating to Plaintiffs” purports to require Defendants to engage in extremely broad, costly, and overreaching document searches for nearly an eight-year period for all documents and communications relating to Plaintiffs, not limited to claims for treatment at a skilled nursing facility or otherwise relevant to the claims remaining in this action. For example, Plaintiffs' request, as drafted, would require production of *all* records related to *any* medical claim.

Subject to and without waiving the foregoing general and specific objections, Defendants will produce the administrative records for each named Plaintiff for the skilled nursing facilities and dates of service alleged in the Amended Complaint and documents sufficient to identify any premium payments made by Plaintiffs from November 14, 2019 to the present. Beyond that production, and based on the foregoing general and specific objections, Defendants do not agree to produce further documents in response to this Request.

REQUEST FOR PRODUCTION NO. 2 (Defendants' Defenses): All Documents or Communications supporting, qualifying, undermining, or otherwise concerning each defense You have asserted or plan to assert, including in opposition to any

motion for class certification, in support of or opposition to any motion summary judgment, or at trial.

RESPONSE: Defendants object to this Request as vague and ambiguous as to the terms “supporting,” “qualifying,” “undermining,” or “otherwise concerning.” Defendants further object to this Request as overly broad, unduly burdensome, and disproportionate to the needs of the case. Defendants further object to this Request as premature and to the extent it seeks to impose obligations on Defendants beyond those in the Federal Rules of Civil Procedure and in the operative Scheduling Order.

Subject to and without waiving the foregoing general and specific objections, Defendants will produce documents they intend to rely upon in accordance with the Federal Rules of Civil Procedure and the operative Scheduling Order. Beyond that production, and based on the foregoing general and specific objections, Defendants do not agree to produce further documents in response to this Request.

REQUEST FOR PRODUCTION NO. 3 (Defendants’ Organizational Structure): Documents, including organizational charts, sufficient to show, on an annual basis, Your organizational structure and hierarchy, including Your parent companies, subsidiaries, affiliates, departments, units, and divisions and sufficient to Identify and reflect the roles, responsibilities, and hierarchy, on an annual basis of all employees (including agents and third-party consultants) responsible for or involved with assessment

and adjudication of post-acute care medical claims or use of algorithms or AI in claims processing.

AMENDED RESPONSE: Defendants object to this Request as overly broad, unduly burdensome, and disproportionate to the needs of the case, because it seeks extensive information regarding corporate structure of numerous entities over a nearly eight-year period on virtually unbounded topics that is not relevant to Plaintiffs' claims. The Request purports to require Defendants to search for and produce documents identifying departments, units, and divisions of not only the named Defendants but thousands of affiliated entities as well as *every* employee involved in assessment and adjudication of post-acute care medical claims or use of algorithms or AI in claims processing. As one illustration of its overbreadth, this Request seeks information about "the roles, responsibilities, and hierarchy, on an annual basis over a nearly eight-year period of all employees [of any Defendant]...responsible for or involved with assessment and adjudication of post-acute care medical claims," which is defined as *any* medical treatment following an acute healthcare condition and not limited to the skilled nursing facility claims and the use of nH Predict. Defendants further object to this Request as the terms "algorithms" and "AI" are vague and ambiguous insofar as they are not defined and capable of multiple interpretations.

Subject to and without waiving the foregoing general and specific objections, Defendants will produce organizational charts (to the extent they are available) sufficient to identify leadership of Clinical Operations at naviHealth from July 1, 2019, to present, including those with leadership over Medical Directors, Care Coordinators, and persons

involved in utilization management at naviHealth. Defendants will also produce any relevant organizational charts located within the custodial searches outlined in Defendants' October 27, 2025 proposal or otherwise as agreed upon by the parties. Beyond that production, Defendants do not agree to produce further documents in response to this Request.

REQUEST FOR PRODUCTION NO. 4 (Defendants' Policies and Procedures): Documents and Communications sufficient to show Your policies, operating procedures, protocols, methods, practices, memoranda, and reports concerning the manner you assess and adjudicate post-acute care claims during the Relevant Period, including Documents and Communications sufficient to show any changes thereto. This Request includes without limitation Documents sufficient to show how You train employees (including Skilled Inpatient Care Coordinators ("SICCs") and Medical Directors ("MDs")) concerning nH Predict, post-acute care claims processing, and handling appealed claims, as well as Documents and Communications reflecting Defendants' policies and procedures for handling denied claims that are appealed, as well as the use of any medical management techniques (*e.g.*, prior authorization, step protocols, utilization review) to assess and adjudicate post-acute care claims (including those from Insureds with Medicare Advantage plans).

AMENDED RESPONSE: Defendants object to this Request because the terms "policies, operating procedures, protocols, methods, practices, memoranda, and reports" are vague and ambiguous, insofar as they are not defined and capable of multiple interpretations. Defendants object to the term "assess" for the same reasons. Defendants

further object to this Request as overly broad, unduly burdensome, seeking documents not relevant to any of Plaintiffs' claims that remain in the case following the Court's decision on Defendants' Motion to Dismiss, and disproportionate to the needs of the case. This Request would require Defendants to search for a broad set of documents not relevant to Plaintiffs' claims at issue in this litigation, including claims for insureds in plans other than Medicare Advantage plans insured by UHC, claims beyond post-acute care in skilled nursing facilities, and documents unrelated to whether nH Predict was used by Defendants to deny coverage in place of medical professionals. Defendants also reassert their objection to the definitions of "post-acute care," and "Relevant Time Period" as set forth in the General Objections.

Subject to and without waiving the foregoing general and specific objections, Defendants will produce documents sufficient to show the applicable training materials and other policy documents addressing how medical directors apply Medicare criteria in coverage determinations for skilled nursing facilities and how nH Predict is used at naviHealth for UHC Medicare Advantage Plans from July 1, 2019, to present. Defendants will also conduct a reasonable and diligent search for additional responsive documents, using search terms and other parameters (including time period) for identified custodians, as outlined in Defendants' October 27, 2025 letter or otherwise agreed upon by the parties, and will produce non-privileged, responsive documents identified in the aforementioned search. Defendants will continue to meet and confer with Plaintiffs regarding custodians and search terms to be utilized.

Beyond that production, and based on the foregoing general and specific objections, Defendants do not agree to produce further documents in response to this Request.

REQUEST FOR PRODUCTION NO. 5 (nH Predict Analyses): All Documents and Communications discussing (including meeting minutes whether virtual or in person), or analyzing (including reports) nH Predict, including without limitation nH Predict's compliance with or adherence to generally accepted standards of medical practice and Defendants' Evidence of Coverage documents.

AMENDED RESPONSE: Defendants object to this Request as overbroad, unduly burdensome, seeking documents not relevant to any party's claims or defenses, and disproportionate to the needs of the case as this Request would require Defendants to search for and produce all documents over a nearly eight-year period relating to nH Predict, which goes well beyond the claims remaining in this action. Defendants also object on the grounds that this request is based on a faulty premise regarding the use of nH Predict. nH Predict is not used to make coverage determinations, thus, discovery into its compliance with or adherence to generally accepted standards of medical practice is not a request calculated to lead to the discovery of admissible evidence.

Subject to and without waiving the foregoing general and specific objections, Defendants will produce documents (to the extent they exist) sufficient to show the applicable training materials and other policy documents addressing how medical directors apply Medicare criteria in coverage determinations for skilled nursing facilities and how nH Predict is used at naviHealth for UHC Medicare Advantage Plans from July 1, 2019, to present. Defendants will also conduct a reasonable and diligent search for documents, using

search terms and other parameters (including time period) for identified custodians, as outlined in Defendants' October 27, 2025 letter or otherwise agreed upon by the parties, and will produce non-privileged, responsive documents identified in the aforementioned search. Defendants will continue to meet and confer with Plaintiffs regarding custodians and search terms to be utilized.

Beyond that production, and based on the foregoing general and specific objections, Defendants do not agree to produce further documents in response to this Request.

REQUEST FOR PRODUCTION NO. 6 (Insured Complaints): All Documents and Communications concerning any complaints or grievances, including those made by insureds, concerning naviHealth, nH Predict, and denials of post-acute care claims, including any responses by Defendants to said complaints and any internal evaluations, reports, analyses, or meeting minutes and communications related to said complaints or grievances.

RESPONSE: Defendants object to this Request as overbroad, unduly burdensome, seeking documents not relevant to any party's claims or defenses, and disproportionate to the needs of the case. The Request would require Defendants to search for and identify *all* documents and communications relating to *any* complaints or grievances over a nearly eight-year period relating to naviHealth, nH Predict, and denials of *any* post-acute care which goes well beyond the claims of named Plaintiffs or that of the putative class because the term "post-acute care" is defined to include types of medical care far beyond what is at issue in this case. Defendants also reassert their objection to the definition of "post-acute care," as set forth in the General Objections. Defendants further object to this Request to

the extent that it requires the production of information protected from disclosure by attorney-client or work product privileges.

In Plaintiffs' June 27, 2025, meet and confer letter, Plaintiffs stated that they are willing to agree to limit the Request to "documents and communications concerning complaints or grievances made by Medicare Advantage insureds, made on behalf of Medicare Advantage insureds, or made by providers of Medicare Advantage insureds, rather than all complaints or grievances." This still would require Defendants to conduct an unduly burdensome search for *all* documents and communications relating to *any* such complaints or grievances over a nearly eight-year period. Even as limited, this Request is not relevant to the use of nH Predict and "whether UHC complied with its statement that claim decisions would be made by 'clinical services staff' and 'physicians'" when it made coverage determinations for Medicare Advantage members in skilled nursing facilities. Even as narrowed, the Request would cover, for example, complaints regarding providers and complaints related to processing of claims for routine office visits years after any hospitalization.

Based on the foregoing general and specific objections, Defendants do not agree to produce documents in response to this Request.

REQUEST FOR PRODUCTION NO. 7 (Development and use of nH Predict):

All Documents and Communications concerning the development, design, creation,

approval, implementation, and use of the nH Predict algorithm by You, including the data, rules, source code, and medical guidelines nH Predict is based on.

AMENDED RESPONSE: Defendants object to this Request because it seeks documents that are not relevant to any of Plaintiffs' claims remaining in this action. Defendants further object to this Request as the term "algorithm" is vague and ambiguous insofar as it is not defined and capable of multiple interpretations. Defendants further object to this Request as overly broad, unduly burdensome and disproportionate to the needs of the case. The Request purports to require Defendants to search for *every* document and communication over a nearly eight-year period regarding the creation, implementation, and use of nH Predict. Defendants also object on the grounds that this request is based on a faulty premise regarding the use of nH Predict. nH Predict is not used to make coverage determinations and is not based on medical guidelines, thus this Request is not calculated to lead to the discovery of admissible evidence.

Subject to and without waiving the foregoing general and specific objections, Defendants will produce documents (to the extent they exist) sufficient to show the applicable training materials and other policy documents addressing how medical directors apply Medicare criteria in coverage determinations for skilled nursing facilities and how nH Predict is used at naviHealth for UHC Medicare Advantage Plans from July 1, 2019, to present. Defendants will also conduct a reasonable and diligent search for documents, using search terms and other parameters (including time period) for identified custodians, as outlined in Defendants' October 27, 2025 letter or otherwise agreed upon by the parties, and will produce non-privileged, responsive documents identified in the aforementioned

search regarding the use of nH Predict for UHC Medicare Advantage Plans from July 1, 2019, to present. Defendants will continue to meet and confer with Plaintiffs regarding custodians and search terms to be utilized. Beyond that production, and based on the foregoing general and specific objections, Defendants do not agree to produce further documents in response to this Request. Specifically, and for the sake of clarity, Defendants maintain their objection and do not agree to produce documents regarding the development, design, creation, approval, and implementation of nH Predict.

REQUEST FOR PRODUCTION NO. 8 (Volume of Claims Processed via nH Predict): Documents, Communications, and data sufficient to identify the number of claims You processed using nH Predict during the Relevant Time Period.

AMENDED RESPONSE: Defendants object to this Request as vague and ambiguous in that it is seeking documents, communications and data “sufficient to identify.” Defendants further object to this Request as the term “process” is vague and ambiguous insofar as it is not defined and capable of multiple interpretations. Defendants do not use nH Predict to make coverage determinations and do not “process” claims using nH Predict. Accordingly, there are no responsive documents.

REQUEST FOR PRODUCTION NO. 9 (Volume of Medical Necessity Denials): Documents, Communications and data sufficient to identify the number of Notices of Medicare Non-Coverage (“NOMNCs”) Defendant naviHealth issued to

Insureds for post-acute care claims on the basis of medical necessity during the Relevant Time Period, including prior authorization and concurrent denials.

AMENDED RESPONSE: Defendants object to this Request as vague and ambiguous in that it is seeking documents, communications and data “sufficient to identify.” Defendants further object to this Request as overly broad, unduly burdensome, disproportionate to the needs of the case, and seeking documents not relevant to Plaintiffs’ remaining claims in this action because it seeks information regarding types of medical treatment and care that are outside the services at issue in this litigation and is not relevant to the question of whether “UHC complied with its statement that claim decisions would be made by ‘clinical services staff’ and ‘physicians.’” UHC and its relevant affiliate entities have over nine million Medicare Advantage members and identifying the number of all NOMNCs naviHealth issued over an eight-year period would be unduly burdensome, not relevant, and not proportional to the needs of the case as it would include NOMNCs for facilities or care other than skilled nursing facilities and for individuals other than those in the alleged putative class. Defendants’ further object to this Request because nH Predict is not used in the prior authorization process. Defendants also reassert their objection to the definitions of “post-acute care,” “Insureds,” and “Relevant Time Period,” as set forth in the General Objections.

Subject to and without waiving the foregoing general and specific objections, Defendants will provide data (to the extent it exists and is reasonably available) sufficient to identify the number of NOMNCs naviHealth issued to members of Medicare Advantage plans insured by UHC for continued stay denials in skilled nursing facilities for the period

November 14, 2019 to October 31, 2025. Beyond that production, and based on the foregoing general and specific objections, Defendants do not agree to produce further documents or data in response to this Request.

REQUEST FOR PRODUCTION NO. 10 (Post-Acute Care Claim Denial Volume): Documents, Communications and data sufficient to identify the number of post-acute care claim denials You process annually during the Relevant Time Period, including separately by year denials issued based on asserted lack of medical necessity.

AMENDED RESPONSE: Defendants object to this Request as vague and ambiguous in that it is seeking documents, communications and data “sufficient to identify.” Defendants further object to this Request as overly broad, unduly burdensome, disproportionate to the needs of the case, and seeking documents not relevant to Plaintiffs’ remaining claims in this action. Defendants also reassert their objection to the definitions of “post-acute care” and “Relevant Time Period,” as set forth in the General Objections. The term “post-acute care” is defined to capture types of medical care far beyond what is at issue in this case and this Request is not limited to claims for any putative class alleged in the Complaint. The remaining claims involve the question of whether nH Predict was used to make coverage determinations. The requested documents are not relevant to the use of nH Predict and “whether UHC complied with its statement that claim decisions would be made by ‘clinical services staff’ and ‘physicians’” when it made coverage determinations for Medicare Advantage members in skilled nursing facilities.

Subject to and without waiving the foregoing general and specific objections, Defendants will provide data (to the extent it exists and is reasonably available) sufficient

to identify the number of NOMNCs naviHealth issued to members of Medicare Advantage plans insured by UHC for continued stay denials in skilled nursing facilities for the period November 14, 2019 to October 31, 2025. Beyond that production, and based on the foregoing general and specific objections, Defendants do not agree to produce further documents or data in response to this Request.

REQUEST FOR PRODUCTION NO. 11 (Expected vs. Actual Rates of Post-Acute Care Claim Denials): Documents, Communications and data sufficient to identify Your expected rate of post-acute care claim denials each month from two years prior to the implementation of nH Predict to the present, as well as the actual rate of post-acute claim denials each month from two years prior to the implementation of nH Predict to the present.

AMENDED RESPONSE: Defendants object to this Request as vague and ambiguous in that it is seeking documents, communications and data “sufficient to identify.” Defendants further object to this Request as overly broad, unduly burdensome, disproportionate to the needs of the case, and seeking documents not relevant to Plaintiffs’ remaining claims in this action. Defendants also reassert their objection to the definitions of “post-acute care” and “Relevant Time Period,” as set forth in the General Objections. The term “post-acute care” is defined to capture types of medical care far beyond what is at issue in this case and this Request as nH Predict was only used in connection with care management for skilled nursing facilities. Nor is the Request limited to claims for any putative class alleged in the Complaint. Further, the remaining claims involve the question of whether nH Predict was used to make coverage determinations. The requested documents and the “rate of claim denials” are not relevant to the use of nH Predict and

“whether UHC complied with its statement that claim decisions would be made by ‘clinical services staff’ and ‘physicians’” when it made coverage determinations for Medicare Advantage members in skilled nursing facilities.

Subject to and without waiving the foregoing general and specific objections, Defendants will provide data (to the extent it exists and is reasonably available) sufficient to identify the number of NOMNCs naviHealth issued to members of Medicare Advantage plans insured by UHC for continued stay denials in skilled nursing facilities for the period November 14, 2019 to October 31, 2025. Beyond that production, and based on the foregoing general and specific objections, Defendants do not agree to produce further documents or data in response to this Request.

REQUEST FOR PRODUCTION NO. 12 (Acquisition of naviHealth): All Documents and Communications concerning Your acquisition of naviHealth, including without limitation all evaluations, reports, analyses, memoranda, meeting minutes, or other documents related to the decision to acquire naviHealth (including documents concerning projected cost-savings and the number of impacted clients and insureds).

AMENDED RESPONSE: Defendants object to this Request as overly broad, unduly burdensome, disproportionate to the needs of the case and seeking documents not relevant to Plaintiffs’ remaining claims in this action. This Request would require Defendants to search for all documents regarding the acquisition of naviHealth, which is not relevant to any party’s claims or defenses. It is also unduly burdensome and not proportional to the needs of the case. Documents responsive to this Request might theoretically include, for example, due diligence conducted prior to the acquisition,

negotiations relating to the transaction, a significant volume of privileged documents, business planning around the future integration of naviHealth into UnitedHealth Group's business operations, and any documents referencing the acquisition that have nothing to do with the use of nH Predict. Defendants further object to this Request to the extent that it requires the production of information protected from disclosure by attorney-client or work product privileges.

Based on the foregoing general and specific objections, Defendants do not agree to produce documents in response to this Request.

REQUEST FOR PRODUCTION NO. 13 (Earnings, Revenue and Valuation):

Documents, Communications, and data sufficient to identify Defendants' valuation, value, revenue, profits, and profitability of each entity.

AMENDED RESPONSE: Defendants object to this Request as vague and ambiguous in that it is seeking documents, communications and data "sufficient to identify." Defendants further object to this Request as overbroad and disproportionate to the needs of the case and seeking documents that are not relevant to Plaintiffs' claims. This Request seeks documents, communications, and data not proportional to the needs of this action, which involves a putative class concerning claims related to whether nH Predict was used to make coverage determinations. The requested documents are not relevant or proportional to the use of nH Predict and "whether UHC complied with its statement that claim decisions would be made by 'clinical services staff' and 'physicians'" when it made coverage determinations for Medicare Advantage members in skilled nursing facilities.

Based on the foregoing general and specific objections, Defendants do not agree to produce documents in response to this Request.

REQUEST FOR PRODUCTION NO. 14 (Internal and Governmental Investigations): All Documents and Communications concerning internal (whether undertaken by You or on Your behalf) or governmental agency investigations into Defendants’ policies, practices, or operations, and Defendants’ use of nH Predict, any other algorithms, or AI to assess or adjudicate claims, including but not limited to any disclosures made by You regarding Your Medicare Advantage contracts to the Centers for Medicare & Medicaid Services (“CMS”) and any responses by You to any request for information, subpoena, or civil investigative demand issued by any government office or agency.

AMENDED RESPONSE: Defendants object to this Request as overly broad, unduly burdensome, disproportionate to the needs of the case, and seeing documents that are not relevant to any party’s claim or defense. This Request broadly seeks *all* documents and communications regarding *any* internal or governmental agency investigation into *any* Defendants’ policies, practices, or operations, not limited to the subject matter of this litigation, and without consideration of the needs of this case or the associate burden in complying with this Request. It also seeks documents regarding *any* algorithm or AI used “to assess or adjudicate claims,” not limited to nH Predict, which is not proportional to the needs of this action concerning a putative class asserting claims related to whether nH Predict was used to make coverage determinations. Defendants further object to this Request as the terms “algorithms” and “AI” are vague and ambiguous insofar as they are not defined and capable of multiple interpretations. Defendants further object to this

Request to the extent that it requires the production of information protected from disclosure by attorney-client or work product privileges.

Based on the foregoing general and specific objections, Defendants do not agree to produce documents in response to this Request.

REQUEST FOR PRODUCTION NO. 15 (Governmental Investigations): All Documents and Communications produced by You to any local, state, or federal governmental agency or regulatory body concerning your assessment and adjudication of medical claims.

AMENDED RESPONSE: Defendants object to this Request as overly broad, unduly burdensome, disproportionate to the needs of the case, and seeking documents not relevant to any party's claim or defense. The remaining claims involve the question of whether nH Predict was used to make coverage determinations. This Request seeks *all* documents produced to any governmental agency or regulatory body concerning any adjudication of medical claims, without consideration of the needs of this case or the associate burden in answering this Request. And the requested documents are not relevant to the use of nH Predict and "whether UHC complied with its statement that claim decisions would be made by 'clinical services staff' and 'physicians'" when it made coverage determinations for Medicare Advantage members in skilled nursing facilities. The Request broadly seeks all documents or communications produced to any governmental agency or regulatory body over a nearly eight-year period regarding "assessment or adjudication" of any medical claims. All documents produced to any governmental agency or regulatory body are not relevant. *See, e.g., King County v. Merrill Lynch & Co., Inc.*, No. 10-cv-1156,

2011 WL 3438491, at *3 (W.D. Wash. Aug. 5, 2011) (internal citation and quotation omitted) (rejecting similar request noting that “Plaintiff must make proper discovery requests, identifying the specific categories of documents sought, in order to obtain them – and each category must be relevant to its claims and defenses”). Defendants further object to this Request to the extent that it requires the production of information protected from disclosure by attorney-client or work product privileges.

Based on the foregoing general and specific objections, Defendants do not agree to produce documents in response to this Request.

REQUEST FOR PRODUCTION NO. 16 (Employee Performance Evaluations): Documents and Communications sufficient to identify how You evaluate the performance of naviHealth employees (including performance reviews), set performance expectations for naviHealth employees (including bonus compensation), and Your use of key performance indicators (“KPIs”) or other metrics (including length of stay metrics) to evaluate employees.

AMENDED RESPONSE: Defendants object to this Request as overly broad, unduly burdensome, disproportionate to the needs of the case, and seeking documents not relevant to any party’s claims or defenses. The remaining claims involve the question of whether nH Predict was used to make coverage determinations. The Request broadly seeks documents regarding evaluation of all naviHealth employees, including those who have no involvement in the use of nH Predict or adverse coverage determinations for skilled nursing facilities, without consideration of the needs of this case or the associate burden in answering this Request. The requested documents are also not relevant to the use of nH

Predict. Defendants further object to this Request to the extent that it requires the production of information protected from disclosure by attorney-client or work product privileges.

Subject to and without waiving the foregoing general and specific objections, Defendants will produce documents (to the extent they exist) sufficient to identify any criteria naviHealth used from July 1, 2019 to the present in evaluating the performance of Medical Directors involved in making continuing coverage determinations for treatment in skilled nursing facilities. Beyond that production, and based on the foregoing general and specific objections, Defendants do not agree to produce further documents or data in response to this Request.

REQUEST FOR PRODUCTION NO. 17 (Employee Discipline): All Documents and Communications concerning any disciplinary actions You have taken against naviHealth employees for failure to meet performance expectations related to assessment or adjudication of claims or KPI metrics.

AMENDED RESPONSE: Defendants object to this Request as overly broad, unduly burdensome, disproportionate to the needs of the case, and seeking documents not relevant to any party's claims or defenses. The remaining claims involve the question of whether nH Predict was used to make coverage determinations. The Request broadly seeks documents regarding any disciplinary actions against all naviHealth employees, including those who are not involved in the use of nH Predict or adverse coverage determinations for skilled nursing facilities, without consideration of the needs of this case or the associate burden in answering this Request. The requested documents are also not relevant to the use

of nH Predict and “whether UHC complied with its statement that claim decisions would be made by ‘clinical services staff’ and ‘physicians’” when it made coverage determinations for Medicare Advantage members in skilled nursing facilities. Defendants further object to this Request as seeking irrelevant and highly confidential information regarding personnel decisions. Requiring Defendants to search through employee files is burdensome and not proportionate to the needs of the case. Defendants further object to this Request to the extent that it requires the production of information protected from disclosure by attorney-client or work product privileges.

Based on the foregoing general and specific objections, Defendants do not agree to produce documents in response to this Request.

REQUEST FOR PRODUCTION NO. 18 (Evidence of Coverage Documents):

Documents sufficient to identify the Evidence of Coverage documents, NOMNCs, and nH Predict Outcome documents applicable to Insureds in each of the 50 states, the District of Columbia, and Puerto Rico.

AMENDED RESPONSE: Defendants object to this Request as vague, ambiguous insofar as it seeks documents “sufficient to identify” “Evidence of Coverage documents,” NOMNCs and “nH Predict Outcome documents” “applicable” to “Insureds.” Defendants reassert their objections to the definition of “Insureds,” as set forth in the General Objections. Defendants further object to this Request as overly broad, unduly burdensome, disproportionate to the needs of the case, and seeking documents not relevant to any party’s claims or defenses. As to Evidence of Coverage documents, this Request is not limited to Evidence of Coverage documents for Medicare Advantage plans. Even if the Request was

limited to Medicare Advantage plans, there are thousands of different versions. Identifying this many versions is unduly burdensome and disproportionate to the needs of the case, particularly given the Court's Order on Defendants' Motion to Dismiss.

Subject to and without waiving the foregoing general and specific objections, Defendants have produced the administrative records for each named Plaintiff for the skilled nursing facilities and dates of service alleged in the Amended Complaint, which includes the applicable Evidences of Coverage for each named Plaintiff, any NOMNCs issued, and any nH Predict Outcome report. Defendants will also conduct a reasonable search for template NOMNCs utilized for Medicare Advantage Plans skilled nursing facilities for the period of July 1, 2019 to present. In addition, Defendants will conduct a reasonable search for any template nH Predict Outcome reports for the period of July 1, 2019, to present.

Beyond that production, and based on the foregoing general and specific objections, Defendants do not agree to produce further documents in response to this Request.

REQUEST FOR PRODUCTION NO. 19 (Responsible AI Board): All Documents and Communications concerning the review, oversight, and analysis of nH Predict by the internal organization known as the "Responsible AI Board," as well as any reports, presentations, analyses, findings, or recommendations about Your use of AI generally.

AMENDED RESPONSE: Defendants object to this request as vague and ambiguous as there is no "internal organization" titled the "Responsible AI Board." Defendants understand this Request to seek documents regarding UnitedHealth Group's

Artificial Intelligence Review Board. Defendants further object to this Request as the term “AI” is vague and ambiguous insofar as it is not defined and capable of multiple interpretations. Defendants further object to this Request as overly broad, unduly burdensome, disproportionate to the needs of the case, and seeking documents not relevant to any party’s claims or defenses. The remaining claims involve the question of whether nH Predict was used to make coverage determinations. The Request broadly seeks documents regarding Defendants’ use of AI generally, without consideration of the needs of this case or the associate burden in answering this Request. The requested documents are also not relevant to the use of nH Predict and “whether UHC complied with its statement that claim decisions would be made by ‘clinical services staff’ and ‘physicians’” when it made coverage determinations for Medicare Advantage members in skilled nursing facilities. Defendants further object to this Request to the extent it broadly seeks documents regarding the “use of AI generally” and not limited to any review of nH Predict.

Based on the foregoing general and specific objections, Defendants do not agree to produce documents in response to this Request.

Dated: November 20, 2025

DORSEY & WHITNEY LLP

By 

Nicole Engisch (#0215284)
engisch.nicole@dorsey.com
Michelle S. Grant (#0311170)
grant.michelle@dorsey.com
Shannon L. Bjorklund (#0389932)
bjorklund.shannon@dorsey.com
50 South Sixth Street, Suite 1500
Minneapolis, MN 55402

Telephone: (612) 340-2600
Facsimile: (612) 340-2868

Nicholas J. Pappas (*pro hac vice*)
Pappas.nicholas@dorsey.com
DORSEY & WHITNEY LLP
51 West 52nd Street
New York, NY 10019-6119
Telephone: (212) 415-9387

Attorneys for Defendants

EXHIBIT D

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

THE ESTATE OF GENE B. LOKKEN,
GLENNETTE KELL, DARLENE
BUCKNER, CAROL CLEMENS, THE
ESTATE OF FRANK CHESTER
PERRY, THE ESTATE OF JACKIE
MARTIN, JOHN J. WILLIAMS, AS
TRUSTEE OF THE MILES AND
CAROLYN WILLIAMS 1993 FAMILY
TRUST, and WILLIAM HULL,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

UNITEDHEALTH GROUP, INC.,
UNITED HEALTHCARE, INC.,
NAVIHEALTH, INC., and DOES 1-50,
inclusive,

Defendants.

Case No. 23-CV-03514 (JRT/SGE)

PLAINTIFFS' FIRST SET OF INTERROGATORIES TO DEFENDANTS

Pursuant to Federal Rules of Civil Procedure 26 and 3, Plaintiffs the estate of Gene B. Lokken, Glennette Kell, Darlene Buckner, Carol Clemens, the estate of Frank Chester Perry, the estate of Jackie Martin, John J. Williams, as trustee of the Miles and Carolyn Williams 1993 Family Trust, and William Hull ("Plaintiffs"), on behalf of themselves and all others similarly situated, and by and through their counsel, hereby request that, within thirty (30) days after service of this First Set of Interrogatories, Defendants UnitedHealth Group, Inc.; United Healthcare, Inc.; naviHealth, Inc.; and Does 1-50 (collectively "Defendants" or "UHC") answer this First Set of Interrogatories described below.

Plaintiffs request that Defendants respond fully, in writing, under oath in accordance with the “DEFINITIONS,” “INSTRUCTIONS,” and “RELEVANT TIME PERIOD” set forth below.

DEFINITIONS

Unless otherwise indicated, the following definitions shall be applicable to these Interrogatories without regard to capitalization.

1. General Definitions:
 - a. The masculine, feminine, or neutral pronouns do not exclude any other genders.
 - b. “Including” means “including but not limited to.”
 - c. The present tense shall be construed to include the past tense and vice versa.
 - d. “And” and “or” shall be construed either disjunctively or conjunctively, whichever is appropriate to have the broadest reach.
 - e. “Any” means one or more, “Each” means each and every, and “All” means all and any.
 - f. “Concerning” means relating to, referring to, describing, evidencing or constituting.
 - g. “Including” means including but not limited to and including without limitation.
 - h. “Relate” or “related” or “relating” means, without limitation, refer to, discuss, describe, memorialize, reflect, consider, pertain to, analyze, evaluate, constitute, study, survey, record, summarize, criticize, comment, or otherwise involve, in whole or in part.
 - i. References to employees, officers, directors, or agents include both current and former employees, officers, directors, or agents.
2. “Action” or “Actions” refers to the above-captioned action, which is pending

in the United States District Court for the District of Minnesota.

3. “Defendant(s), “UHC,” “You,” or “Your” refers to the entire corporate family to which these Requests are sent and includes, UnitedHealth Group, Inc.; United Healthcare, Inc.; and naviHealth, Inc. and their current or former predecessors, successors, parents, subsidiaries, divisions, affiliates, directors, officers, agents, managing agents, current and former employees, and all other persons acting on behalf of, or at the direction of, such entity.

4. “Employee” means, without limitation, any Person who worked for You as an independent contractor or who You employ or employed during the Relevant Time Period, including, without limitation, any current or former officer, director, executive, manager, secretary, assistant, staff member, messenger, consultant, contractor, sales personnel, or agent, or any other person paid directly or indirectly by an entity for any reason. “Employee” and “personnel,” as used herein, shall have the same meaning and scope.

5. “Insureds” means plan members, patients, insureds, participants, and beneficiaries that are members of any proposed class in this Action.

6. “Medical Claims” means insurance claims submitted by patients or providers to cover medical expenses, including those submitted for coverage of routine care, emergency care, medical goods, services, tests, treatments, procedures, and/or prescription drugs.

7. “Medical Directors” means any medical professional reviewing insurance claims for naviHealth.

8. “Person” means, without limitation, any natural person, entity, individual or group of individuals, or any business, partnership, joint venture, unincorporated association, corporation, firm, estate, legal or governmental entity or association.

9. “Post-acute care” means the medical treatment and rehabilitation that follows an acute healthcare condition, including, without limitation, treatment and rehabilitation in

a skilled nursing, inpatient rehabilitation, or long-term rehabilitation facility.

10. “nH Predict” means naviHealth’s software program, tool, or AI algorithm developed and used by You in making coverage determinations.

11. “SICCs” means Your Skilled Inpatient Care Coordinators employed by naviHealth.

12. “Source Code” means the version of a computer program in which the programmer’s original programming statements are expressed in a source language (e.g., C++, C#, Visual Basic, Java, etc.) which may be compiled, assembled, or scripted and linked into equivalent machine-executable object code, thereby resulting in an executable software program.

INSTRUCTIONS

1. Unless otherwise indicated, the Interrogatories to be answered include all information that existed during the Relevant Time Period.

2. If You object to any request or to any portion of any request, state the grounds for the objection with specificity, so that Plaintiffs can understand how the objection relates to their request, and respond to the remainder.

3. If You assert an objection to any Interrogatory, You must nonetheless respond to the aspect of the Interrogatory that is not subject to the stated objection.

4. These Interrogatories are continuing in nature. In accordance with Fed. R. Civ. P. 26(e), supplemental responses should be promptly provided as additional information is found or becomes available during the litigation. Plaintiffs reserve the right to propound additional Interrogatories.

5. If You claim ambiguity in interpreting an Interrogatory (or definition or instruction), Your claim shall not be utilized as a basis for refusal to respond to the Interrogatory, and You shall set out in Your response the language deemed ambiguous and the interpretation used in responding to that Interrogatory.

RELEVANT TIME PERIOD

Unless otherwise specifically indicated, the relevant time period for each Interrogatory is November 14, 2017, through the present (the “Relevant Time Period”), and shall include all information that relates to such period.

INTERROGATORIES

INTERROGATORY #1: Identify the date UHC began utilizing naviHealth’s services to process post-acute care claims.

INTERROGATORY #2: Identify all insureds who were issued NOMNCs by naviHealth during the Relevant Period.

INTERROGATORY #3: Identify all Employees involved in decisions to issue NOMNCs to insureds during the Relevant Period.

INTERROGATORY #4: Identify all Employees responsible for training naviHealth Medical Directors and SICCs during the Relevant Period.

INTERROGATORY #5: Describe the organizational and operational relationships between Defendants UnitedHealth Group and UnitedHealthcare, individually or together, Defendant naviHealth, and other affiliates or subsidiaries.

INTERROGATORY #6: Identify any agreement by which one Defendant or related entity provides services for another Defendant or related entity.

INTERROGATORY #7: Identify all versions of UHC’s Evidence of Coverage document in each state during the Relevant Period.

INTERROGATORY #8: Identify the average monthly premium payments paid by Your Medicare Advantage insureds each year during the Relevant Period.

INTERROGATORY #9: Identify and describe the complete bases for all defenses and affirmative defenses stated in Your Amended Answer to Plaintiffs’ First Amended Complaint.

INTERROGATORY #10: Identify each physician who UHC contends made medical necessity determinations for Plaintiffs' Medical Claims for post-acute care during the Relevant Period.

INTERROGATORY #11: Identify all persons involved in the development, design, creation, implementation, and approval of nH Predict, including its compliance with or adherence to Your medical necessity standards, contractual obligations, and generally accepted standards of medical practice.

INTERROGATORY #12: Identify all members of the internal organization titled the "Responsible AI Board" during the Relevant Period and describe their roles.

Dated: May 16, 2025

/s/ Glenn A. Danas

Glenn A. Danas (CA #270317)
Ryan J. Clarkson (CA #257074)
Zarrina Ozari (CA #334443)
Michael A. Boelter (CA #353529)

Pro Hac Vice

CLARKSON LAW FIRM, P.C.
22525 Pacific Coast Highway
Malibu, CA 90265
Tel: (213) 788-4050
relarkson@clarksonlawfirm.com
gdanas@clarksonlawfirm.com
zozari@clarksonlawfirm.com
mboelter@clarksonlawfirm.com

Karen Hanson Riebel (#0219770)
David W. Asp (#0344850)
Derek C. Waller (#0401120)
Emma Ritter Gordon (#0404000)
LOCKRIDGE GRINDAL NAUEN PLLP
100 Washington Ave. South, Ste. 2200
Minneapolis, MN 55401
Tel: (612) 339-6900
khriebel@locklaw.com
dwasp@locklaw.com
dcwaller@locklaw.com
erittergordon@locklaw.com

James Pizzirusso (DC #477604)
Nicholas Murphy (DC #90011138)
Pro Hac Vice
HAUSFELD LLP
888 16th St., NW, Ste. 300
Washington, DC 20006
Tel: (202) 540-7200
jpizzirusso@hausfeld.com
nmurphy@hausfeld.com

Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that on May 16, 2025, a true and correct copy of the foregoing **Plaintiff's First Set of Interrogatories** was served on the following parties via email.

DORSEY & WHITNEY LLP

Nicole Engisch (#0215284)
engisch.nicole@dorsey.com
Michelle S. Grant (#0311170)
grant.michelle@dorsey.com
Shannon L. Bjorklund (#0389932)
bjorklund.shannon@dorsey.com
50 South Sixth Street, Suite 1500
Minneapolis, MN 55402
Telephone: (612) 340-2600
Facsimile: (612) 340-2868

DORSEY & WHITNEY LLP

Nicholas J. Pappas (*pro hac vice*)
Pappas.nicholas@dorsey.com
51 West 52nd Street
New York, NY 10019-6119
Telephone: (212) 415-9387

Attorneys for Defendants

Dated: May 16, 2025



Jolen Medwid

EXHIBIT E

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

THE ESTATE OF GENE B. LOKKEN,
GLENNETTE KELL, DARLENE
BUCKNER, CAROL CLEMENS, THE
ESTATE OF FRANK CHESTER
PERRY, THE ESTATE OF JACKIE
MARTIN, JOHN J. WILLIAMS, AS
TRUSTEE OF THE MILES AND
CAROLYN WILLIAMS 1993 FAMILY
TRUST, and WILLIAM HULL,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

UNITEDHEALTH GROUP INC.,
UNITED HEALTHCARE, INC.,
NAVIHEALTH, INC. and DOES 1-50,
inclusive,

Defendants.

Civil File No. 23-CV-03514 (JRT/SGE)

**DEFENDANTS' OBJECTIONS AND
ANSWERS TO PLAINTIFFS' FIRST
SET OF INTERROGATORIES**

TO: Plaintiffs Estate of Gene B. Lokken; Glennette Kell; Darlene Buckner; Carol Clemens; Estate of Frank Chester Perry; Estate of Jackie Martin; John T. Williams; as Trustee of the Miles and Carolyn Williams 1993 Family Trust; and William Hull, and their attorneys David W. Asp, Derek C. Waller, Emma Ritter Gordon, and Karen Hanson Riebel, of Lockridge Grindal Nauen PLLP, 100 Washington Ave. South, Suite 2200, Minneapolis, MN 55401; Glenn Danas, Michael August Boelter, Ryan Clarkson, and Zarrina Ozari of Clarkson Law Firm, P.C. 22525 Pacific Coast Highway, Malibu, CA 90265; James J. Pizzirusso and Nicholas Murphy of Hausfeld LLP, 1200 17th Street, NW Suite 600 Washington, DC 20036; and Steven M. Nathan of Hausfeld LLP, 33 Whitehall Street Ste 14th Floor, New York, NY 10004.

Defendants UnitedHealth Group Incorporated, UnitedHealthcare, Inc. (“UHC”), and naviHealth, Inc. (“naviHealth”) (collectively, “Defendants”), by counsel, and pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, hereby make the following answers and objections to Plaintiffs’ First Set of Interrogatories (“Interrogatories”):

GENERAL OBJECTIONS

1. Defendants object to the Interrogatories, Definitions, and Instructions to the extent that they seek to impose obligations beyond those required by the Federal Rules of Civil Procedure and the Local Rules of the District of Minnesota.

2. Defendants object to the Interrogatories to the extent that they seek information beyond that which is relevant to the named Plaintiffs’ individual claims, especially insofar as the Court has not certified the case for class treatment.

3. To the extent that any Interrogatory seeks production of: (a) information which is readily available to Plaintiffs from their own records; (b) the identification or production of documents or information that Plaintiffs already have in their possession; or (c) publicly available documents or information where the burden of collecting or compiling such documents or information is the same for all parties, Defendants object on the grounds that the burden of deriving or ascertaining such information and/or documents is substantially the same for Plaintiffs as for Defendants and, therefore, such Interrogatories are unduly burdensome, go beyond any legitimate need for discovery, and exceed the scope of discovery.

4. Defendants object to the Interrogatories to the extent that they seek information subject to the attorney-client privilege, work product doctrine, or by any other

privilege, protection, or immunity available under applicable law. Defendants specifically object to the definition of “person” as overbroad to the extent that it includes a legal entity and seeks information protected by attorney-client privilege and/or the work product doctrine within the scope of any Interrogatory. Defendants will not provide information protected from disclosure by the attorney-client privilege or the attorney work-product doctrine. Any answer by Defendants shall not constitute a waiver of any such privilege or protection.

5. Defendants object to the Interrogatories as unduly burdensome to the extent they purport to require Defendants, in answering an Interrogatory, to search electronically-stored information (“ESI”) that is not reasonably accessible or that would require undue burden or cost in accessing such information.

6. Defendants object to the definitions of “Defendant(s),” “UHC,” “You,” or “Your” as overly broad, unduly burdensome, vague and ambiguous. For the purpose of Defendants’ answers to the Interrogatories, the terms “Defendant(s),” “You,” and “Your” will mean UnitedHealth Group Incorporated, UnitedHealthcare, Inc., and naviHealth, Inc., excluding any other parents, affiliates, or subsidiaries; and the term “UHC,” will mean UnitedHealthcare, Inc., excluding any other parents, affiliates, or subsidiaries.

7. Defendants object to the definition of “Insureds” as overly broad, unduly burdensome, vague, and ambiguous because it encompasses insureds who, to Defendants’ knowledge, have not received any post-acute care and are outside the scope of the allegations in Plaintiffs’ Amended Complaint. Defendants further object to the definition

as overly broad as it encompasses member of proposed putative classes for Counts III through VII of the Amended Complaint that have been dismissed by the Court.

8. Defendants object to the definition of “Medical Claims” as overly broad, unduly burdensome, vague, and ambiguous because it encompasses “Medical Claims” for patients who, to Defendants’ knowledge, have not received any post-acute care and are outside the scope of the allegations in Plaintiffs’ Amended Complaint.

9. Defendants object to the definition of “Post-acute care” as vague, ambiguous and overly broad as it encompasses *any* “medical treatment and rehabilitation” that follows an undefined “acute healthcare condition” and it not limited to treatment and rehabilitation in a skilled nursing, inpatient rehabilitation or long-term rehabilitation facility. Defendants’ responses are limited to post-acute care in skilled nursing facilities as the nH Predict tool is used only in connection with care planning and coordination for members in skilled nursing facilities.

10. Defendants object to the definition of “nH Predict” as overly broad and inaccurate. nH Predict is a software tool and is not used to make coverage determinations.

11. Defendants object to the “Relevant Time Period” as overbroad, causing the Interrogatories to seek information that is irrelevant and imposing an undue burden on Defendants. The Interrogatories seek information from November 14, 2017 to the present, which is two years before the time period for any alleged putative class and before naviHealth began providing certain post-acute care management and utilization review services to United HealthCare Services, Inc.

12. Defendants object to the Interrogatories to the extent they seek information relating to claims that have been dismissed by the Court. In granting in part, Defendants' Motion to Dismiss, the Court narrowed the case to the two remaining claims: Count 1 (Breach of Contract) and Count 2 (Breach of the Implied Covenant of Good Faith and Fair Dealing). *See* ECF 91. The Court stated that "in analyzing these claims the Court would only be required to investigate whether UHC complied with its own written documents," and that it "need only review insurance documents to resolve these claims." ECF 91 at 19, 2. The Court clarified that the two "claims thus effectively arise out of UHC's evidence of coverage documents because the question would be whether UHC complied with its statement that claim decisions would be made by 'clinical services staff' and 'physicians' when it allegedly used artificial intelligence." *Id.* at 19. The Court dismissed the remaining claims because they were preempted by the Medicare Act. *See generally id.* The Court's subsequent Clarification Order confirmed the narrow scope of the remaining claims, noting that Counts 1 and 2 survived preemption "due to their independence from the Medicare Act, which limited the Court's analysis to the Evidence of Coverage ('EOC') documents provided by UHC. Accordingly, the contract claims are *limited to breaches of EOC terms.*" ECF 104 at 2 (emphasis added). As a result of the rulings, the remaining claims distill down to "whether UHC complied with its statement that claim decisions would be made by 'clinical services staff' and 'physicians' when it allegedly used artificial intelligence." ECF 91 at 19. Put simply, the remaining claims depend on whether Defendants breached the EOC terms by making coverage

determinations based on nH Predict instead of an individualized investigation, as alleged in the Amended Complaint. ECF 34 ¶¶ 38, 190, 196-197.

13. Defendants object to the Interrogatories seeking information beyond claims by the individual named Plaintiffs because nH Predict is not used to deny coverage and, accordingly, discovery regarding class certification and class issues would be unduly burdensome and disproportionate to the needs of the case until such time as the Court rules on any motion for summary judgment on the claims of the named Plaintiffs.

14. Counsel for Defendants invite discussion with Plaintiffs' counsel with respect to Defendants' objections and answers to Plaintiffs' Interrogatories, with the expectation that discussion between counsel may eliminate or modify objections, reduce burdens on Defendants, or otherwise result in mutually satisfactory resolution.

15. Defendants state that nothing herein shall be construed as a waiver of these General Objections or an admission by Defendants as to the relevance or admissibility at trial of any document or information that Defendants provide as an answer to the Interrogatories.

16. Defendants will make reasonable efforts to answer each Interrogatory, to the extent the Interrogatory has not been objected to, as Defendants understand and interpret the Interrogatory. In the event that Plaintiffs subsequently assert an interpretation of an Interrogatory that differs from that of Defendants, Defendants reserve the right to amend and/or supplement their Answers but undertake no obligation to do so.

17. Defendants are continuing to gather information and reserve the right to supplement, revise, correct, clarify, or amend any of the following answers or objections.

18. The foregoing General Objections are incorporated into each Answer for each of Plaintiffs' Interrogatories set forth below. All specific objections to an Interrogatory are made subject to, and without waiver of, the foregoing General Objections, even if a General Objection is not explicitly repeated.

INTERROGATORIES

INTERROGATORY NO. 1: Identify the date UHC began utilizing naviHealth's services to process post-acute care claims.

ANSWER TO INTERROGATORY NO. 1: In addition to its General Objections, Defendants object to Interrogatory No. 1 as overly broad, unduly burdensome, and disproportionate to the needs of the case. Defendants further object to Interrogatory No. 1 on the grounds that it is vague and ambiguous to the extent it uses terms that are undefined and capable of more than one interpretation including, but not limited to, the terms "process," "utilize" and "post-acute care." Defendants also incorporate their objection to Plaintiffs' definition of "Post-acute care."

Subject to and without waiving the foregoing general and specific objections, Defendants state that naviHealth does not process post-acute care claims. Defendants further state that on or around July 1, 2019 naviHealth began providing certain post-acute care management and utilization review services to United HealthCare Services, Inc. and certain of its affiliated regulated subsidiaries that are Medicare Advantage Organizations.

INTERROGATORY NO. 2: Identify all insureds who were issued NOMNCs by naviHealth during the Relevant Period.

ANSWER TO INTERROGATORY NO. 2: In addition to its General Objections, Defendants object to Interrogatory No. 2 as overly broad, unduly burdensome, and disproportionate to the needs of the case, because it purports to seek information regarding NOMNCs issued by naviHealth for *all* “insureds” during the “Relevant Period,” which spans nearly an eight-year period. Defendants incorporate and restate their objections to the definitions of “Insureds” and “Relevant Time Period.” Defendants object to this Interrogatory as seeking discovery beyond that relevant to the named Plaintiffs’ individual claims. Defendants further object to Interrogatory No. 2 as overly broad, unduly burdensome, and disproportionate to the needs of the case, because it seeks information regarding types of medical treatment and care that are outside the services at issue in this litigation and is not relevant to the question of whether “UHC complied with its statement that claim decisions would be made by ‘clinical services staff’ and ‘physicians’.” UHC has over 9 million Medicare Advantage members and identifying all members who were issued a NOMNCs (which are not limited to skilled nursing facilities) over an eight-year period would be unduly burdensome. Defendants also object to this Interrogatory to the extent it seeks individual patient health information (PHI) or any other information protected by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Defendants reserve the right to redact and/or not produce any identifiable information regarding any person, other than the Named Plaintiffs, in order to protect his or her privacy and because no class has been certified in this case.

Subject to and without waiving the foregoing general and specific objections, Defendants state that the following named Plaintiffs were issued NOMNCs for the facilities and dates of service alleged in the Amended Complaint:

- Gene B. Lokken;
- Glennette Kell;
- Darlene Buckner;
- Carol Clemens;
- Frank Chester Perry;
- Jackie Martin; and
- Carolyn Williams.

INTERROGATORY NO. 3: Identify all Employees involved in decisions to issue NOMNCs to insureds during the Relevant Period.

ANSWER TO INTERROGATORY NO. 3: In addition to its General Objections, Defendants object to this Request on the grounds that it is vague and ambiguous to the extent it uses terms that are undefined and capable of more than one interpretation including, but not limited to, the term “involved.” Defendants object to Interrogatory No. 3 as overly broad, unduly burdensome, and disproportionate to the needs of the case, because it purports to seek information regarding *all* “Employees” who were involved in NOMNC decisions for any insured during the “Relevant Period,” which spans nearly an eight-year period. Defendants object to this Interrogatory as seeking discovery beyond that relevant to the named Plaintiffs’ individual claims. Defendants incorporate and restate their objections to the definitions of “Insureds” and “Relevant Time Period.” Defendants further

object to Interrogatory No. 3 as overly broad, unduly burdensome, and disproportionate to the needs of the case, because it seeks information regarding types of medical treatment and care that are outside the services at issue in this litigation.

Subject to and without waiving the foregoing general and specific objections, Defendants state that naviHealth's medical directors make the decisions to issue a NOMNC for skilled nursing facilities. Defendants further state that the following Employees made the decisions to issue NOMNCs to named Plaintiffs for the facilities and dates of service alleged in the Amended Complaint:

Dr. Elizabeth Allen, medical director (contact through Defendants' counsel): Dr. Allen was a medical director involved in claims for Plaintiffs Frank Perry.

Dr. Richard Crandall, medical director (contact through Defendants' counsel): Dr. Crandall was a medical director involved in claims for Plaintiffs Glennette Kell and Frank Perry.

Dr. Sue Hage, medical director (contact through Defendants' counsel): Dr. Hage was a medical director involved in claims for Plaintiff Jackie Martin.

Dr. Anna Headly, medical director (contact through Defendants' counsel): Dr. Headly was a medical director involved in claims for Plaintiff Glennette Kell.

Dr. Matthew Jones, medical director (contact through Defendants' counsel): Dr. Jones was a medical director involved in claims for Plaintiffs Frank Perry and Carolyn Williams.

Dr. Sarah Martinez, medical director (contact through Defendants' counsel): Dr. Martinez was a medical director involved in claims for Plaintiffs Gene Lokken, Darlene Buckner and Carolyn Williams.

Dr. Kenya Rivas, medical director (contact through Defendants' counsel): Dr. Rivas was a medical director involved in claims for Plaintiff Carol Clemens.

Dr. James Roth, medical director (contact through Defendants' counsel): Dr. Roth was a medical director involved in claims for Plaintiffs Glennette Kell and Frank Perry.

Dr. Danielle Zelnick, medical director (contact through Defendants' counsel): Dr. Zelnick was a medical director involved in claims for Plaintiff William Hull.

INTERROGATORY NO. 4: Identify all Employees responsible for training naviHealth Medical Directors and SICCs during the Relevant Period.

ANSWER TO INTERROGATORY NO. 4: In addition to its General Objections, Defendants object to Interrogatory No. 4 as not seeking information relevant to any party's claims or defenses, and as overly broad, unduly burdensome, and disproportionate to the needs of the case, because it purports to seek information regarding *all* "Employees" who were responsible for training naviHealth Medical Directors and SICCs during the "Relevant Period," which spans nearly an eight-year period, and is not limited to training related to nh Predict. Defendants object to this Interrogatory as seeking discovery beyond that relevant to the named Plaintiffs' individual claims. Defendants incorporate and restate their objection to the definition of "Relevant Time Period."

Subject to and without waiving the foregoing general and specific objections, Defendants state that the following Employees were involved in training naviHealth

medical directors, all of whom should be contacted through counsel for Defendants: Jonelle Kirkpatrick, Susie Welsh-Gustafson, Dr. Christine Metz, and Andrea Vogler.

INTERROGATORY NO. 5: Describe the organizational and operational relationships between Defendants UnitedHealth Group and UnitedHealthcare, individually or together, Defendant naviHealth, and other affiliates or subsidiaries.

ANSWER TO INTERROGATORY NO. 5: In addition to its General Objections, Defendants object to this Request on the grounds that it is vague and ambiguous to the extent it uses terms that are undefined and capable of more than one interpretation including, but not limited to, the terms and phrases “operational relationships” and “individually or together” Defendants object to Interrogatory No. 5 as not seeking information relevant to any party’s claims or defenses, and as overly broad, unduly burdensome, and disproportionate to the needs of the case, particularly in that it seeks information regarding all affiliates and subsidiaries, not just the named Defendants.

Subject to and without waiving the foregoing general and specific objections, Defendants state that UnitedHealth Group Incorporated is the ultimate parent company of both naviHealth, Inc. and UnitedHealthcare, Inc. UnitedHealthcare, Inc. is a subsidiary of United HealthCare Services, Inc., which is a subsidiary of UnitedHealth Group Incorporated. naviHealth, Inc. is a subsidiary of R Cubed, Inc., which is a subsidiary of naviHealth Holdings, LLC, which is a subsidiary of Nomad Buyer, Inc., which is a subsidiary of UnitedHealth Group Incorporated.

UnitedHealth Group Incorporated has two distinct businesses—Optum and UnitedHealthcare. A description of these businesses can be found in UnitedHealth Group

Incorporated's Form 10-K for the fiscal year ended December 31, 2024.¹ Beginning on or about July 1, 2019, naviHealth provided certain care management and utilization review services to United HealthCare Services, Inc. and certain of its affiliated regulated subsidiaries that are Medicare Advantage Organizations.

INTERROGATORY NO. 6: Identify any agreement by which one Defendant or related entity provides services for another Defendant or related entity.

ANSWER TO INTERROGATORY NO. 6: In addition to its General Objections, Defendants object to Interrogatory No. 6 as not seeking information relevant to any party's claims or defenses, and as overly broad, unduly burdensome, and disproportionate to the needs of the case.

Based on these objections, Defendants will not respond to Interrogatory No. 6.

INTERROGATORY NO. 7: Identify all versions of UHC's Evidence of Coverage document in each state during the Relevant Period.

ANSWER TO INTERROGATORY NO. 7: In addition to its General Objections, Defendants object to Interrogatory No. 7 as overly broad, unduly burdensome, and disproportionate to the needs of the case, because it purports to seek information regarding *all* "versions of UHC's Evidence of Coverage document in *each* state" during the "Relevant Period," which spans nearly an eight-year period and is not limited to Evidence of Coverage documents for Medicare Advantage plans. Even if the Request was limited to

¹<https://www.sec.gov/ix?doc=/Archives/edgar/data/0000731766/000073176625000063/uh-20241231.htm>

Medicare Advantage plans, there are thousands of different versions. Identifying this many versions is unduly burdensome and disproportionate to the needs of the case, particularly given the Court's Order on Defendants' Motion to Dismiss. Defendants also incorporate and restate their objection to the definition of "Relevant Time Period."

Subject to and without waiving the foregoing general and specific objections, pursuant to Federal Rule of Civil Procedure 33(d), Defendants will produce the applicable Evidence of Coverages for each of the named Plaintiffs for the dates of service alleged in the Amended Complaint.

INTERROGATORY NO. 8: Identify the average monthly premium payments paid by Your Medicare Advantage insureds each year during the Relevant Period.

ANSWER TO INTERROGATORY NO. 8: In addition to its General Objections, Defendants object to Interrogatory No. 8 as overly broad, unduly burdensome, and disproportionate to the needs of the case, because it purports to seek information regarding payment by *all* "Medicare Advantage insureds" during the "Relevant Period," which spans nearly an eight-year period. Defendants object to this Interrogatory as seeking discovery beyond that relevant to the named Plaintiffs' individual claims. Defendants also incorporate and restate their objection to the definition of "Relevant Time Period."

Based on these objections, Defendants will not respond to Interrogatory No. 8.

INTERROGATORY NO. 9: Identify and describe the complete bases for all defenses and affirmative defenses stated in Your Amended Answer to Plaintiffs' First Amended Complaint.

ANSWER TO INTERROGATORY NO. 9: In addition to its General Objections, Defendants object to Interrogatory No. 9 as being a premature contention interrogatory, and as overly broad, unduly burdensome, and disproportionate to the needs of the case in particular insofar as it seeks the "complete" basis for each and every defense. *See, e.g., Smartmatic United States Corp. v. Lindell*, No. 22-CV-98 (WMW/JFD), 2023 U.S. Dist. LEXIS 187731, at *23 (D. Minn. Oct. 19, 2023) (noting that contention interrogatories seeking "all facts" supporting a claim or defense are considered overly broad and unduly burdensome, and even properly narrowed contention interrogatories are appropriately answered toward the end of the discovery period). Defendants object to this request as seeking information subject to the attorney-client privilege and work product doctrine. Defendants further object to this request as compound in that it seeks information about 22 separate defenses.

Based on these objections, Defendants will not respond to Interrogatory No. 9 at the present time. Defendants will amend this response at the appropriate time.

INTERROGATORY NO. 10: Identify each physician who UHC contends made medical necessity determinations for Plaintiffs' Medical Claims for post-acute care during the Relevant Period.

ANSWER TO INTERROGATORY NO. 10: In addition to its General Objections, Defendants object to Interrogatory No. 10 as overly broad, unduly burdensome, and

disproportionate to the needs of the case, because it defines the terms “Medical Claims” and “post-acute care” in a way that encompasses care not at issue in this litigation. Defendants also incorporate and restate their objections to the definitions of “post-acute care” and “Relevant Time Period.”

Subject to and without waiving the foregoing general and specific objections, Defendants refer Plaintiffs to their response to Interrogatory No. 3, above, that identifies each Medical Director who made decisions to issue NOMNCs to named Plaintiffs for the facilities and dates of service alleged in the Amended Complaint.

INTERROGATORY NO. 11: Identify all persons involved in the development, design, creation, implementation, and approval of nH Predict, including its compliance with or adherence to Your medical necessity standards, contractual obligations, and generally accepted standards of medical practice.

ANSWER TO INTERROGATORY NO. 11: In addition to its General Objections, Defendants object to Interrogatory No. 11 as not seeking information relevant to any party’s claims or defenses, and as overly broad, unduly burdensome, and disproportionate to the needs of the case. Identifying all employees involved in the “development, design, creation, implementation, and approval of nH Predict” over an eight-year period would be unduly burdensome and not proportional, particularly given the Court’s Order on Defendant’s Motion to Dismiss. Identification of all such employees is not relevant to “whether UHC complied with its statement that claim decisions would be made by ‘clinical services staff’ and ‘physicians’” when it made coverage determinations for Medicare Advantage members in skilled nursing facilities. Defendants also object on the grounds

that this request is based on a faulty premise regarding the use of nH Predict. nH Predict is not used to make coverage determinations, thus, discovery into its compliance with or adherence to medical necessity standards and generally accepted standards of medical practice is not a request calculated to lead to the discovery of admissible evidence.

Based on these objections, Defendants will not respond to Interrogatory No. 11.

INTERROGATORY NO. 12: Identify all members of the internal organization titled the “Responsible AI Board” during the Relevant Period and describe their roles.

ANSWER TO INTERROGATORY NO. 12: In addition to its General Objections, Defendants object to Interrogatory No. 12 as not seeking information relevant to any party’s claims or defenses, and as overly broad, unduly burdensome, and disproportionate to the needs of the case, particularly given the Court’s Order on Defendant’s Motion to Dismiss. Identification of such members is not relevant to “whether UHC complied with its statement that claim decisions would be made by ‘clinical services staff’ and ‘physicians’” when it made coverage determinations for Medicare Advantage members in skilled nursing facilities. Defendants further object to this request as vague and ambiguous as there is no “internal organization” titled the “Responsible AI Board.”

Based on these objections, Defendants will not respond to Interrogatory No. 12.

Dated: June 30, 2025

DORSEY & WHITNEY LLP

By 

Nicole Engisch (#0215284)
engisch.nicole@dorsey.com

Michelle S. Grant (#0311170)
grant.michelle@dorsey.com
Shannon L. Bjorklund (#0389932)
bjorklund.shannon@dorsey.com
50 South Sixth Street, Suite 1500
Minneapolis, MN 55402
Telephone: (612) 340-2600
Facsimile: (612) 340-2868

Nicholas J. Pappas (*pro hac vice*)
Pappas.nicholas@dorsey.com
DORSEY & WHITNEY LLP
51 West 52nd Street
New York, NY 10019-6119
Telephone: (212) 415-9387

Attorneys for Defendants

EXHIBIT F

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

THE ESTATE OF GENE B. LOKKEN,
GLENNETTE KELL, DARLENE
BUCKNER, CAROL CLEMENS, THE
ESTATE OF FRANK CHESTER
PERRY, THE ESTATE OF JACKIE
MARTIN, JOHN J. WILLIAMS, AS
TRUSTEE OF THE MILES AND
CAROLYN WILLIAMS 1993 FAMILY
TRUST, and WILLIAM HULL,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

UNITEDHEALTH GROUP INC.,
UNITED HEALTHCARE, INC.,
NAVIHEALTH, INC. and DOES 1-50,
inclusive,

Defendants.

Civil File No. 23-CV-03514 (JRT/SGE)

DEFENDANTS' AMENDED
OBJECTIONS AND ANSWERS TO
PLAINTIFFS' FIRST SET OF
INTERROGATORIES

TO: Plaintiffs Estate of Gene B. Lokken; Glennette Kell; Darlene Buckner; Carol Clemens; Estate of Frank Chester Perry; Estate of Jackie Martin; John T. Williams; as Trustee of the Miles and Carolyn Williams 1993 Family Trust; and William Hull, and their attorneys David W. Asp, Derek C. Waller, Emma Ritter Gordon, and Karen Hanson Riebel, of Lockridge Grindal Nauen PLLP, 100 Washington Ave. South, Suite 2200, Minneapolis, MN 55401; Glenn Danas, Michael August Boelter, Ryan Clarkson, and Zarrina Ozari of Clarkson Law Firm, P.C. 22525 Pacific Coast Highway, Malibu, CA 90265; James J. Pizzirusso and Nicholas Murphy of Hausfeld LLP, 1200 17th Street, NW Suite 600 Washington, DC 20036; and Steven M. Nathan of Hausfeld LLP, 33 Whitehall Street Ste 14th Floor, New York, NY 10004.

Defendants UnitedHealth Group Incorporated, UnitedHealthcare, Inc. (“UHC”), and naviHealth, Inc. (“naviHealth”) (collectively, “Defendants”), by counsel, and pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, hereby make the following answers and objections to Plaintiffs’ First Set of Interrogatories (“Interrogatories”):

GENERAL OBJECTIONS

1. Defendants object to the Interrogatories, Definitions, and Instructions to the extent that they seek to impose obligations beyond those required by the Federal Rules of Civil Procedure and the Local Rules of the District of Minnesota.

2. To the extent that any Interrogatory seeks production of: (a) information which is readily available to Plaintiffs from their own records; (b) the identification or production of documents or information that Plaintiffs already have in their possession; or (c) publicly available documents or information where the burden of collecting or compiling such documents or information is the same for all parties, Defendants object on the grounds that the burden of deriving or ascertaining such information and/or documents is substantially the same for Plaintiffs as for Defendants and, therefore, such Interrogatories are unduly burdensome, go beyond any legitimate need for discovery, and exceed the scope of discovery.

3. Defendants object to the Interrogatories to the extent that they seek information subject to the attorney-client privilege, work product doctrine, or by any other privilege, protection, or immunity available under applicable law. Defendants specifically object to the definition of “person” as overbroad to the extent that it includes a legal entity and seeks information protected by attorney-client privilege and/or the work product

doctrine within the scope of any Interrogatory. Defendants will not provide information protected from disclosure by the attorney-client privilege or the attorney work-product doctrine. Any answer by Defendants shall not constitute a waiver of any such privilege or protection.

4. Defendants object to the Interrogatories as unduly burdensome to the extent they purport to require Defendants, in answering an Interrogatory, to search electronically-stored information (“ESI”) that is not reasonably accessible or that would require undue burden or cost in accessing such information.

5. Defendants object to the definitions of “Defendant(s),” “UHC,” “You,” or “Your” as overly broad, unduly burdensome, vague and ambiguous. For the purpose of Defendants’ Answers to the Interrogatories, the terms “Defendant(s),” “You,” and “Your” will mean UnitedHealth Group Incorporated, UnitedHealthcare, Inc., and naviHealth, Inc., excluding any other parents, affiliates, or subsidiaries; and the term “UHC,” will mean UnitedHealthcare, Inc., excluding any other parents, affiliates, or subsidiaries.

6. Defendants object to the definition of “Insureds” as overly broad, unduly burdensome, vague, and ambiguous because it encompasses insureds who, to Defendants’ knowledge, have not received any post-acute care and are outside the scope of the allegations in Plaintiffs’ Amended Complaint. Defendants further object to the definition as overly broad as it encompasses member of proposed putative classes for Counts III through VII of the Amended Complaint that have been dismissed by the Court.

7. Defendants object to the definition of “Medical Claims” as overly broad, unduly burdensome, vague, and ambiguous because it encompasses “Medical Claims” for

patients who, to Defendants' knowledge, have not received any post-acute care and are outside the scope of the allegations in Plaintiffs' Amended Complaint.

8. Defendants object to the definition of "Post-acute care" as vague, ambiguous and overly broad as it encompasses *any* "medical treatment and rehabilitation" that follows an undefined "acute healthcare condition" and it not limited to treatment and rehabilitation in a skilled nursing, inpatient rehabilitation or long-term rehabilitation facility. Defendants' responses are limited to post-acute care in skilled nursing facilities as the nH Predict tool is used only in connection with care planning and coordination for members in skilled nursing facilities.

9. Defendants object to the definition of "nH Predict" as overly broad and inaccurate. nH Predict is a software tool and is not used to make coverage determinations.

10. Defendants object to the "Relevant Time Period" as overbroad, causing the Interrogatories to seek information that is irrelevant and imposing an undue burden on Defendants. The Interrogatories seek information from November 14, 2017 to the present, which is two years before the time period for any alleged putative class and before naviHealth began providing certain post-acute care management and utilization review services to United HealthCare Services, Inc.

11. Defendants object to the Interrogatories to the extent they seek information relating to claims that have been dismissed by the Court. In granting in part, Defendants' Motion to Dismiss, the Court narrowed the case to the two remaining claims: Count 1 (Breach of Contract) and Count 2 (Breach of the Implied Covenant of Good Faith and Fair Dealing). *See* ECF 91. The Court stated that "in analyzing these claims the Court would

only be required to investigate whether UHC complied with its own written documents,” and that it “need only review insurance documents to resolve these claims.” ECF 91 at 19, 2. The Court clarified that the two “claims thus effectively arise out of UHC’s evidence of coverage documents because the question would be whether UHC complied with its statement that claim decisions would be made by ‘clinical services staff’ and ‘physicians’ when it allegedly used artificial intelligence.” *Id.* at 19. The Court dismissed the remaining claims because they were preempted by the Medicare Act. *See generally id.* The Court’s subsequent Clarification Order confirmed the narrow scope of the remaining claims, noting that Counts 1 and 2 survived preemption “due to their independence from the Medicare Act, which limited the Court’s analysis to the Evidence of Coverage (‘EOC’) documents provided by UHC. Accordingly, the contract claims are *limited to breaches of EOC terms.*” ECF 104 at 2 (emphasis added). As a result of the rulings, the remaining claims distill down to “whether UHC complied with its statement that claim decisions would be made by ‘clinical services staff’ and ‘physicians’ when it allegedly used artificial intelligence.” ECF 91 at 19. Put simply, the remaining claims depend on whether Defendants breached the EOC terms by making coverage determinations based on nH Predict instead of an individualized investigation, as alleged in the Amended Complaint. ECF 34 ¶¶ 38, 190, 196-197.

12. Counsel for Defendants invite discussion with Plaintiffs’ counsel with respect to Defendants’ objections and answers to Plaintiffs’ Interrogatories, with the expectation that discussion between counsel may eliminate or modify objections, reduce burdens on Defendants, or otherwise result in mutually satisfactory resolution.

13. Defendants state that nothing herein shall be construed as a waiver of these General Objections or an admission by Defendants as to the relevance or admissibility at trial of any document or information that Defendants provide as an answer to the Interrogatories.

14. Defendants will make reasonable efforts to answer each Interrogatory, to the extent the Interrogatory has not been objected to, as Defendants understand and interpret the Interrogatory. In the event that Plaintiffs subsequently assert an interpretation of an Interrogatory that differs from that of Defendants, Defendants reserve the right to amend and/or supplement their Answers but undertake no obligation to do so.

15. Defendants are continuing to gather information and reserve the right to supplement, revise, correct, clarify, or amend any of the following answers or objections.

16. The foregoing General Objections are incorporated into each Answer for each of Plaintiffs' Interrogatories set forth below. All specific objections to an Interrogatory are made subject to, and without waiver of, the foregoing General Objections, even if a General Objection is not explicitly repeated.

INTERROGATORIES

INTERROGATORY NO. 1: Identify the date UHC began utilizing naviHealth's services to process post-acute care claims.

ANSWER TO INTERROGATORY NO. 1: In addition to its General Objections, Defendants object to Interrogatory No. 1 as overly broad, unduly burdensome, and disproportionate to the needs of the case. Defendants further object to Interrogatory No. 1 on the grounds that it is vague and ambiguous to the extent it uses terms that are undefined

and capable of more than one interpretation including, but not limited to, the terms “process,” “utilize” and “post-acute care.” Defendants also incorporate their objection to Plaintiffs’ definition of “Post-acute care.”

Subject to and without waiving the foregoing general and specific objections, Defendants state that naviHealth does not process post-acute care claims. Defendants further state that on or around July 1, 2019 naviHealth began providing certain post-acute care management and utilization review services to United HealthCare Services, Inc. and certain of its affiliated regulated subsidiaries that are Medicare Advantage Organizations.

INTERROGATORY NO. 2: Identify all insureds who were issued NOMNCs by naviHealth during the Relevant Period.

AMENDED ANSWER TO INTERROGATORY NO. 2: In addition to its General Objections, Defendants object to Interrogatory No. 2 as overly broad, unduly burdensome, and disproportionate to the needs of the case, because it purports to seek information regarding NOMNCs issued by naviHealth for *all* “insureds” during the “Relevant Period,” which spans nearly an eight-year period, including two years prior to the alleged putative class time period. Defendants incorporate and restate their objections to the definitions of “Insureds” and “Relevant Time Period.” Defendants further object to Interrogatory No. 2 as overly broad, unduly burdensome, and disproportionate to the needs of the case, because it seeks information regarding types of medical treatment and care that are outside the services at issue in this litigation and is not relevant to the question of whether “UHC complied with its statement that claim decisions would be made by ‘clinical services staff’ and ‘physicians’.” UHC has over 9 million Medicare Advantage members

and identifying all members who were issued a NOMNCs (which are not limited to skilled nursing facilities) over an eight-year period would be unduly burdensome. Defendants also object to this Interrogatory to the extent it seeks individual patient health information (PHI) or any other information protected by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Defendants reserve the right to redact and/or not produce any individual identifiable information regarding any person, other than the Named Plaintiffs, in order to protect his or her privacy and because no class has been certified in this case.

Subject to and without waiving the foregoing general and specific objections, Defendants state that the following named Plaintiffs were issued NOMNCs for the facilities and dates of service alleged in the Amended Complaint:

- Gene B. Lokken;
- Glennette Kell;
- Darlene Buckner;
- Carol Clemens;
- Frank Chester Perry;
- Jackie Martin; and
- Carolyn Williams.

Pursuant to Rule 33(d) of the Federal Rules of Civil Procedure, Defendants will provide data (to the extent it exists) sufficient to identify NOMNCs issued by naviHealth for skilled nursing facilities from November 14, 2019 to October 31, 2025 for individuals insured under a Medicare Advantage Plan underwritten by UnitedHealthcare, Inc., United HealthCare Services, Inc., or any of their subsidiaries.

INTERROGATORY NO. 3: Identify all Employees involved in decisions to issue NOMNCs to insureds during the Relevant Period.

AMENDED ANSWER TO INTERROGATORY NO. 3: In addition to its General Objections, Defendants object to this Request on the grounds that it is vague and ambiguous to the extent it uses terms that are undefined and capable of more than one interpretation including, but not limited to, the term “involved.” Defendants object to Interrogatory No. 3 as overly broad, unduly burdensome, and disproportionate to the needs of the case, because it purports to seek information regarding *all* “Employees” who were involved in NOMNC decisions for any insured during the “Relevant Period,” which spans nearly an eight-year period. Defendants incorporate and restate their objections to the definitions of “Insureds” and “Relevant Time Period.” Defendants further object to Interrogatory No. 3 as overly broad, unduly burdensome, and disproportionate to the needs of the case, because it seeks information regarding types of medical treatment and care that are outside the services at issue in this litigation.

Subject to and without waiving the foregoing general and specific objections, Defendants state that naviHealth’s Medical Directors make the decisions to issue a NOMNC for skilled nursing facilities. There are currently approximately 130 Medical Directors.

Defendants further state that the following Employees made the decisions to issue NOMNCs to named Plaintiffs for the facilities and dates of service alleged in the Amended Complaint:

Dr. Elizabeth Allen, medical director (contact through Defendants' counsel): Dr. Allen was a medical director involved in claims for Plaintiff Frank Perry.

Dr. Richard Crandall, medical director (contact through Defendants' counsel): Dr. Crandall was a medical director involved in claims for Plaintiffs Glennette Kell and Frank Perry.

Dr. Sue Hage, medical director (contact through Defendants' counsel): Dr. Hage was a medical director involved in claims for Plaintiff Jackie Martin.

Dr. Anna Headly, medical director (contact through Defendants' counsel): Dr. Headly was a medical director involved in claims for Plaintiff Glennette Kell.

Dr. Matthew Jones, medical director (contact through Defendants' counsel): Dr. Jones was a medical director involved in claims for Plaintiffs Frank Perry and Carolyn Williams.

Dr. Sarah Martinez, medical director (contact through Defendants' counsel): Dr. Martinez was a medical director involved in claims for Plaintiffs Gene Lokken, Darlene Buckner and Carolyn Williams.

Dr. Kenya Rivas, medical director (contact through Defendants' counsel): Dr. Rivas was a medical director involved in claims for Plaintiff Carol Clemens.

Dr. James Roth, medical director (contact through Defendants' counsel): Dr. Roth was a medical director involved in claims for Plaintiffs Glennette Kell and Frank Perry.

In addition, Dr. Danielle Zelnick, medical director (contact through Defendants' counsel) was a medical director involved in claims for Plaintiff William Hull and made the decision to issue a Notice of Denial of Medical Coverage.

INTERROGATORY NO. 4: Identify all Employees responsible for training naviHealth Medical Directors and SICCs during the Relevant Period.

AMENDED ANSWER TO INTERROGATORY NO. 4: In addition to its General Objections, Defendants object to Interrogatory No. 4 as not seeking information relevant to any party's claims or defenses, and as overly broad, unduly burdensome, and disproportionate to the needs of the case, because it purports to seek information regarding *all* "Employees" who were responsible for training naviHealth Medical Directors and Care Coordinators during the "Relevant Period," which spans nearly an eight-year period, and is not limited to training related to nH Predict. Defendants incorporate and restate their objection to the definition of "Relevant Time Period."

Subject to and without waiving the foregoing general and specific objections, Defendants state that from July 1, 2019 to the present, the following employees were involved in and/or responsible for training naviHealth Medical Directors regarding continued stay reviews for skilled nursing facilities: Dr. Christine Metz, Dr. Andrea Vogler, Dr. Leila Hosseini, and Dr. Thomas Edmondson. For the same time period, the following employees were involved in and/or responsible for training naviHealth Care Coordinators regarding continued stay reviews for skilled nursing facilities: Jonelle Kirkpatrick, Susie Welsh Gustafson, and Aaron Thomas. Jonelle Kirkpatrick and Susie Welsh Gustafson also had some minor involvement with Medical Director training.

INTERROGATORY NO. 5: Describe the organizational and operational relationships between Defendants UnitedHealth Group and UnitedHealthcare, individually or together, Defendant naviHealth, and other affiliates or subsidiaries.

AMENDED ANSWER TO INTERROGATORY NO. 5: In addition to its General Objections, Defendants object to this Request on the grounds that it is vague and ambiguous to the extent it uses terms that are undefined and capable of more than one interpretation including, but not limited to, the terms and phrases “operational relationships” and “individually or together” Defendants object to Interrogatory No. 5 as not seeking information relevant to any party’s claims or defenses, and as overly broad, unduly burdensome, and disproportionate to the needs of the case, particularly in that it seeks information regarding all affiliates and subsidiaries, not just the named Defendants.

Subject to and without waiving the foregoing general and specific objections, Defendants state that UnitedHealth Group Incorporated is the ultimate parent company of both naviHealth, Inc. and UnitedHealthcare, Inc. UnitedHealthcare, Inc. is a subsidiary of United HealthCare Services, Inc., which is a subsidiary of UnitedHealth Group Incorporated. naviHealth, Inc. is a subsidiary of R Cubed, Inc., which is a subsidiary of naviHealth Holdings, LLC, which is a subsidiary of Nomad Buyer, Inc., which is a subsidiary of UnitedHealth Group Incorporated.

UnitedHealth Group Incorporated has two distinct businesses—Optum and UnitedHealthcare. A description of these businesses can be found in UnitedHealth Group

Incorporated's Form 10-K for the fiscal year ended December 31, 2024.¹ Beginning on or about July 1, 2019, naviHealth provided certain care management and utilization review services to United HealthCare Services, Inc. and certain of its affiliated regulated subsidiaries that are Medicare Advantage Organizations. naviHealth was acquired by UnitedHealth Group Incorporated in May 2020.

INTERROGATORY NO. 6: Identify any agreement by which one Defendant or related entity provides services for another Defendant or related entity.

AMENDED ANSWER TO INTERROGATORY NO. 6: In addition to its General Objections, Defendants object to Interrogatory No. 6 as not seeking information relevant to any party's claims or defenses, and as overly broad, unduly burdensome, and disproportionate to the needs of the case. Identification of "any agreement" is not relevant to the claims in this case that are solely related to the alleged use of nH Predict. Defendants also object because "related entity" is vague and ambiguous.

Subject to and without waiving the foregoing general and specific objections, Defendants state that UHC, or its related entities, and naviHealth are and/or were parties to a Master Services Agreement for post-acute care services, in addition to multiple Post-Acute Care Services Agreements, Statements of Work, and amendments thereto with individual regulated subsidiaries that are Medicare Advantage Organizations.

¹<https://www.sec.gov/ix?doc=/Archives/edgar/data/0000731766/000073176625000063/uh-20241231.htm>

INTERROGATORY NO. 7: Identify all versions of UHC’s Evidence of Coverage document in each state during the Relevant Period.

AMENDED ANSWER TO INTERROGATORY NO. 7: In addition to its General Objections, Defendants object to Interrogatory No. 7 as overly broad, unduly burdensome, and disproportionate to the needs of the case, because it purports to seek information regarding *all* “versions of UHC’s Evidence of Coverage document in *each* state” during the “Relevant Period,” which spans nearly an eight-year period and is not limited to Evidence of Coverage documents for Medicare Advantage plans. Even if the Request was limited to Medicare Advantage plans, there are thousands of different versions. Identifying this many versions is unduly burdensome and disproportionate to the needs of the case, particularly given the Court’s Order on Defendants’ Motion to Dismiss. Defendants also incorporate and restate their objection to the definition of “Relevant Time Period.”

Subject to and without waiving the foregoing general and specific objections, pursuant to Rule 33(d) of the Federal Rules of Civil Procedure, Defendants have produced the applicable Evidence of Coverages for each of the named Plaintiffs for the dates of service alleged in the Amended Complaint. In addition, Defendants will continue to meet and confer with Plaintiffs to discuss and better understand what information, if any, Plaintiffs are seeking through this Request regarding the identity of “all versions” and what information can reasonably be provided that is relevant and proportional to the needs of the case.

INTERROGATORY NO. 8: Identify the average monthly premium payments paid by Your Medicare Advantage insureds each year during the Relevant Period.

ANSWER TO INTERROGATORY NO. 8: In addition to its General Objections, Defendants object to Interrogatory No. 8 as overly broad, unduly burdensome, and disproportionate to the needs of the case, because it purports to seek information regarding payment by *all* “Medicare Advantage insureds” during the “Relevant Period,” which spans nearly an eight-year period. Defendants also incorporate and restate their objection to the definition of “Relevant Time Period.”

Based on these objections, Defendants will not respond to Interrogatory No. 8.

INTERROGATORY NO. 9: Identify and describe the complete bases for all defenses and affirmative defenses stated in Your Amended Answer to Plaintiffs’ First Amended Complaint.

ANSWER TO INTERROGATORY NO. 9: In addition to its General Objections, Defendants object to Interrogatory No. 9 as being a premature contention interrogatory, and as overly broad, unduly burdensome, and disproportionate to the needs of the case in particular insofar as it seeks the “complete” basis for each and every defense. *See, e.g., Smartmatic United States Corp. v. Lindell*, No. 22-CV-98 (WMW/JFD), 2023 U.S. Dist. LEXIS 187731, at *23 (D. Minn. Oct. 19, 2023) (noting that contention interrogatories seeking “all facts” supporting a claim or defense are considered overly broad and unduly burdensome, and even properly narrowed contention interrogatories are appropriately answered toward the end of the discovery period). Defendants object to this request as seeking information subject to the attorney-client privilege and work product doctrine.

Defendants further object to this request as compound in that it seeks information about 22 separate defenses.

Based on these objections, Defendants will not respond to Interrogatory No. 9 at the present time. Defendants will amend this response at the appropriate time.

INTERROGATORY NO. 10: Identify each physician who UHC contends made medical necessity determinations for Plaintiffs' Medical Claims for post-acute care during the Relevant Period.

ANSWER TO INTERROGATORY NO. 10: In addition to its General Objections, Defendants object to Interrogatory No. 10 as overly broad, unduly burdensome, and disproportionate to the needs of the case, because it defines the terms "Medical Claims" and "post-acute care" in a way that encompasses care not at issue in this litigation. Defendants also incorporate and restate their objections to the definitions of "post-acute care" and "Relevant Time Period."

Subject to and without waiving the foregoing general and specific objections, Defendants refer Plaintiffs to their response to Interrogatory No. 3, above, that identifies each Medical Director who made decisions to issue NOMNCs to named Plaintiffs for the facilities and dates of service alleged in the Amended Complaint.

INTERROGATORY NO. 11: Identify all persons involved in the development, design, creation, implementation, and approval of nH Predict, including its compliance

with or adherence to Your medical necessity standards, contractual obligations, and generally accepted standards of medical practice.

ANSWER TO INTERROGATORY NO. 11: In addition to its General Objections, Defendants object to Interrogatory No. 11 as not seeking information relevant to any party's claims or defenses, and as overly broad, unduly burdensome, and disproportionate to the needs of the case. Identifying all employees involved in the "development, design, creation, implementation, and approval of nH Predict" over an eight-year period would be unduly burdensome and not proportional, particularly given the Court's Order on Defendants' Motion to Dismiss. Identification of all such employees is not relevant to "whether UHC complied with its statement that claim decisions would be made by 'clinical services staff' and 'physicians'" when it made coverage determinations for Medicare Advantage members in skilled nursing facilities. Defendants also object on the grounds that this request is based on a faulty premise regarding the use of nH Predict. nH Predict is not used to make coverage determinations, thus, discovery into its compliance with or adherence to medical necessity standards and generally accepted standards of medical practice is not a request calculated to lead to the discovery of admissible evidence.

Based on these objections, Defendants will not respond to Interrogatory No. 11.

INTERROGATORY NO. 12: Identify all members of the internal organization titled the "Responsible AI Board" during the Relevant Period and describe their roles.

AMENDED ANSWER TO INTERROGATORY NO. 12: In addition to its General Objections, Defendants object to Interrogatory No. 12 as not seeking information relevant to any party's claims or defenses, and as overly broad, unduly burdensome, and

disproportionate to the needs of the case, particularly given the Court’s Order on Defendants’ Motion to Dismiss. Defendants further object to this request as vague and ambiguous as there is no “internal organization” titled the “Responsible AI Board.” Defendants understand Plaintiffs to be seeking information regarding the Artificial Intelligence Review Board (“AI Review Board”). Identification of members of the AI Review Board is not relevant to Plaintiffs’ breach of contract or breach of the implied covenant of good faith and fair dealing claims remaining in this action.

Based on these objections, Defendants will not respond to Interrogatory No. 12.

Dated: November 20, 2025

DORSEY & WHITNEY LLP

By 

Nicole Engisch (#0215284)
engisch.nicole@dorsey.com
Michelle S. Grant (#0311170)
grant.michelle@dorsey.com
Shannon L. Bjorklund (#0389932)
bjorklund.shannon@dorsey.com

50 South Sixth Street, Suite 1500
Minneapolis, MN 55402
Telephone: (612) 340-2600
Facsimile: (612) 340-2868

Nicholas J. Pappas (*pro hac vice*)
Pappas.nicholas@dorsey.com
DORSEY & WHITNEY LLP
51 West 52nd Street
New York, NY 10019-6119
Telephone: (212) 415-9387

Attorneys for Defendants

EXHIBIT G

Clarkson

Glenn Danas, Esq.
Partner

Clarkson Law Firm P.C.
22525 Pacific Coast Highway
Malibu, CA 90265
Tel: (213) 788-4050
Direct: (213) 786-1071
Fax: (213) 788-4070
gdanas@clarksonlawfirm.com

October 22, 2025

VIA EMAIL

Nicole Engisch
Michelle S. Grant
Shannon L. Bjorklund
David C. Racine
DORSEY & WHITNEY LLP
500 South 6th Street, Suite 1500
Minneapolis, MN 55402
engisch.nicole@dorsey.com
grant.michelle@dorsey.com
bjorklund.shannon@dorsey.com
racine.david@dorsey.com

Nicholas J. Pappas
DORSEY & WHITNEY LLP
51 West 52nd Street
New York, NY 10019
pappas.nicholas@dorsey.com

Re: *Estate of Gene B. Lokken, et al. v. UnitedHealth Group, Inc., et al.*
No. 0:23-cv-3514 (JRT/SGE)

Counsel:

I write to follow up on our October 14, 2025 meet and confer about UnitedHealth's discovery responses. This letter outlines (1) UnitedHealth's failure to produce documents as previously agreed; (2) UnitedHealth's lack of participation in identifying custodians and search terms; (3) Defendants' continued relevance objections; and (4) voluntary limitations on Plaintiffs' discovery requests intended to ease UnitedHealth's burden objections.

I. Defendants' Production Delays

On June 4, 2025, Defendants agreed to "produce documents sufficient to show the applicable training materials and other policy documents addressing how medical directors apply Medicare criteria in coverage determinations and how nH Predict is used at NaviHealth." *See* Defs.' Resp. to Pls.' Fourth Req. for Produc. Defendants failed to produce these documents prior to the hearing on the Parties' cross motions before Magistrate Judge Elkins on September 4, 2025. At the hearing, however, Defendants reiterated that "[w]e're giving them policies and procedures regarding the use of nH Predict, the training materials So that's on its way." Sept. 4, 2025 Tr. at 39:13-21. Defendants have not produced these documents despite these representations to Plaintiffs and the

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Court. On the October 14 call, Plaintiffs asked Defendants when they would produce these documents, and Defendants could not provide a date certain. Please produce these documents by October 24 or Plaintiffs will be forced to file a motion to compel.

II. Custodians and Search Terms

The Court's operative scheduling order requires that the Parties meet and confer to discuss the identity of relevant custodians, the use of TAR, or search terms by October 24, 2025, and to present any disputes related to custodians or search terms to the Court by November 7, 2025. Dkt. 134. The ESI Protocol in this case requires that the producing party provide a list of proposed document custodians and non-custodial document sources. *See* ESI Protocol ¶ V.B.1. In addition, the producing party is required to provide a proposal of search terms they intend to use. *Id.* ¶ VI.B. To date, we have not received either a proposed list of custodians in writing or search terms.

Defendants have not provided proposed search terms or custodians. Defendants' failure to propose custodians or search terms in writing has limited the Parties' ability to productively meet and confer about custodians and search terms before the Court's October 24 deadline.

When prompted on the October 14 call, you suggested custodians should be limited to: (1) Dr. Thomas Edmondson, a naviHealth medical director trainer; and (2) the eight medical directors involved in the named Plaintiffs' denials.

This group of individuals is the same group Defendants identified for depositions under Defendants' bifurcation proposal and essentially limits discovery to Plaintiffs' individual claims. By limiting custodians only to individuals who have information relevant to Plaintiffs' individual claims, Defendants are again improperly seeking to limit discovery in a way that has been unambiguously rejected by the Court. *See* Dkt. 130. Plaintiffs are concerned that, despite their obligation to propose custodians appropriate for classwide discovery, it appears Defendants have not undertaken any efforts to identify custodians since before the Court's order. This includes custodians with information responsive to the following requests:

1. Individuals responsible for managing, storing, or maintaining databases containing Evidence of Coverage documents, billing information, insured communications and grievances, nH Predict Outcome reports, and post-acute care claim statistics;
2. Individuals responsible for managing relevant email systems, servers, and storage;
3. Individuals responsible for decision-making about post-acute care claims review policies, employee performance metrics and KPIs, employee performance goals, naviHealth's acquisition, and other relevant data;
4. Individuals responsible for the development or implementation of nH Predict;
5. Individuals responsible for evaluating claims for medical necessity using nH Predict;
6. Individuals responsible for managing, responding to, and reviewing documents related to government investigations into UnitedHealth's post-acute care claims review processes; and
7. Other categories of information relevant to Plaintiffs' discovery requests.

Contrary to your suggestions during our call last week, it is not Plaintiffs' burden to identify custodians likely to have information responsive to these requests. Indeed, the procedure contemplated by the ESI Protocol makes clear that *Defendants* have the obligation to identify

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custodians. This makes sense because Plaintiffs are not in a position to know which individuals within UnitedHealth's organization are appropriate custodians of the relevant data. It is also particularly true here because when Plaintiffs have sought information about UnitedHealth's employees and organizational structure (such as organizational charts), Defendants objected and refused to provide any information. Plaintiffs hereby request again that Defendants send an updated proposal of custodians writing that is appropriately tailored to be responsive to Plaintiffs' requests, as required by the ESI Protocol. Separately, Plaintiffs request that Defendants propose a set of search terms so that the parties can meet and confer about the appropriate search terms in this action, as required by the ESI Protocol. Failure to provide Plaintiffs with a reasonable set of proposed custodians and search terms will prevent the Parties from productively meeting and conferring about these issues by the date ordered by the Court.

III. Defendants' Relevance Objections

As you know, the parties have already extensively briefed the issue of relevance of Plaintiffs' discovery requests through cross-motions. During the hearing on those motions before Magistrate Judge Elkins on September 4, 2025, the Court noted how Plaintiffs' requests for production 4, 5, 7, 8, 9, and 10 are "just as relevant to the named eight plaintiffs as it would be to the class certification." Sept. 4, 2025 Tr. at 10:25-11:7. The basis for the Court's denial of Defendants' motion to phase discovery was that "many of the discovery responses Plaintiffs moved to compel would be relevant to both the 'merits' of the case and the 'class certification' issues." Sept. 8, 2025 Order at 6. The Court also rejected Defendants' argument that Judge Tunheim narrowed the scope of facts in dispute, as Defendants continue to assert. *See id.* at 6 ("Additionally, this Court does not read Judge Tunheim's Order as narrowing the scope of the dispute in the way Defendants argue.").

The Court denied Plaintiffs' motion to compel as premature and instructed the parties "to have a robust meet-and-confer" regarding Plaintiffs' RFPs and interrogatories with the benefit of the Court's ruling. However, Defendants have not provided amended responses to those discovery requests or changed their position. Instead, they continue to insist that the same custodians should be used that were previously suggested under their limited discovery proposal.

Based on Defendants' ongoing refusal to respond to Plaintiffs' discovery requests based on the same relevance objections, Plaintiffs plan to file a renewed motion to compel. Please let us know by October 24 if Defendants plan to respond to discovery.

IV. Voluntary Discovery Request Limitations

During the October 14, 2025 meet and confer, the Parties also discussed UnitedHealth's objections to Plaintiffs' discovery requests. Plaintiffs' counsel has considered the objections raised by UnitedHealth and the points raised during the meet and confer. Though Plaintiffs' counsel does not believe further limitations are required and believes that UnitedHealth could be compelled to respond to Plaintiffs' discovery requests as drafted, Plaintiffs offer the following limitations as a show of good faith and to ease UnitedHealth's burden objections.

First, Plaintiffs agree that Defendants may limit the definition of post-acute care to the three examples specified in the definition: (1) a skilled nursing facility (SNF); (2) an inpatient rehabilitation facility (IRF); or (3) a long-term rehabilitation facility. As you acknowledged during

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the October 14 meet and confer, naviHealth was involved in claims processing for SNF, inpatient rehabilitation, and long-term rehabilitation claims. Thus, this information is relevant to this action.

Plaintiffs agree to limit Request for Production No. 1 to only include documents from July 1, 2019 to the present.

Plaintiffs agree to limit Request for Production No. 3 to Medicare Advantage plans and to documents from July 1, 2019 to the present.

Plaintiffs agree to limit Request for Production No. 4 to Medicare Advantage plans.

Plaintiffs do not agree to limit Request for Production No. 5 but instead suggest that UnitedHealth's burden objections can be satisfied with use of search terms. Please provide search terms by October 24.

Plaintiffs agree to limit Request for Production No. 6 to Medicare Advantage plans and by time to documents from July 1, 2019 to the present.

Plaintiffs agree to limit Request for Production No. 7 to Medicare Advantage plans.

Plaintiffs agree to limit Request for Production No. 11 to Medicare Advantage plans.

Plaintiffs agree to limit Request for Production No. 13 by time to Documents, Communications, and data sufficient to identify Defendants' valuation, value, revenue, profits, and profitability of each entity, **annually from 2019 to the present**.

Plaintiffs agree to limit Request for Production No. 14 to information about governmental investigations relating to the use of nH Predict, algorithms, or AI to assess or adjudicate Medicare Advantage claims for post-acute care.

Plaintiffs agree to limit Request for Production No. 15 to Medicare Advantage post-acute care claims.

Plaintiffs agree to limit Request for Production No. 18 to Medicare Advantage plans and Evidence of Coverage documents in effect from July 1, 2019 to the present. If UnitedHealth believes production of NOMNCs and nH Predict Outcome documents is burdensome, Plaintiffs' counsel is willing to meet and confer with UnitedHealth's counsel about production of a statistically significant sample of these documents instead of a full production.

Additionally, Plaintiffs hereby clarify that Request for Production No. 19 is intended to seek documents and communications relevant to the organization identified as the "Responsible AI Board" in a May 5, 2025 Wall Street Journal Article.¹ This board is identified on UnitedHealth's

¹ *Isabelle Bousquette, UnitedHealth Now Has 1,000 AI Use Cases, Including in Claims*, WALL STREET J. (May 5, 2025 9:00 AM), <https://www.wsj.com/articles/unitedhealth-now-has-1-000-ai-use-cases-including-in-claims-f3387ca3>.

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own website as the “Responsible AI program” and the “AI Review Board.”² Given this publicly available information, Defendants’ assertions that you do not know what the request refers to are not credible. Plaintiffs request that UnitedHealth serve an amended response to Request for Production No. 19. Defendants should have identified this board and program, rather than denying its existence, as it is plainly relevant to the subject matter of this lawsuit.

We hope that these clarifications and voluntary limitations will ease UnitedHealth’s burden objections and help UnitedHealth make a substantive production within a reasonable time. Please let us know if you’d like to meet and confer about the issues raised in this letter.

Very truly yours,



Glenn A. Danas

² *Making Health Care Work Smarter for Everyone*, UNITEDHEALTH GROUP, <https://www.unitedhealthgroup.com/uhg/what-we-do/artificial-intelligence.html> (last visited October 15, 2025).

EXHIBIT H



MICHELLE S. GRANT
Partner; Local Department Co-Head Trial
(612) 340-5671
FAX (612) 340-8738
grant.michelle@dorsey.com

October 27, 2025

VIA ELECTRONIC MAIL

Ryan J. Clarkson
Glenn A. Danas
Zarrina Ozari
Michael A. Boelter
CLARKSON LAW FIRM, P.C.
22525 Pacific Coast Highway
Malibu, CA 90265
rclarkson@clarksonlawfirm.com
gdanas@clarksonlawfirm.com
zozari@clarksonlawfirm.com
mboelter@clarksonlawfirm.com

Karen Hanson Riebel
David W. Asp
Derek C. Waller
Emma Ritter Gordon
LOCKRIDGE GRINDAL NAUEN PLLP
100 Washington Ave. South, Ste. 2200
Minneapolis, MN 55401
khriebel@locklaw.com
dwasp@locklaw.com
dcwaller@locklaw.com
erittergordon@locklaw.com

James Pizzirusso
Nicholas Murphy
HAUSFELD LLP
1201 17th St., NW, Ste. 600
Washington, DC 20006
jpizzirusso@hausfeld.com
nmurphy@hausfeld.com

Re: Estate of Gene B. Lokken, et al. v. UnitedHealth Group Inc, et al
Case No. 0:23-cv-3514 (JRT/SGE)

Counsel:

I write to follow-up on our discussions and provide Defendants' proposed initial custodians and search terms.

Defendants provide this initial proposal of potential custodians and search terms without waiving any right to alter, amend, or change the proposal as written. This initial proposal is contingent on the total volume and hit counts of all custodians and search terms as agreed upon by the Parties. Defendants reserve the right to modify this proposal at any time given any later-identified additional custodians or search terms proposed by Plaintiffs.

Defendants also reserve the right to use any applicable Technology Assisted Review or Continuous Active Learning review to aid in their compliance with its document collection and production obligations, and will meet and confer with Plaintiffs on the use of the same in accordance with the Parties October 3, 2025 Stipulated ESI Protocol.



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I. Proposed Custodians

Following the Parties' discussions on October 14, 2025, and October 23, 2025, Defendants have continued to work to identify potential custodians as required under the Amended Pretrial Scheduling Order. Defendants have identified the following individuals as their initial proposal for document custodians:

1. Dr. Elizabeth Allen
2. Dr. Richard Crandall
3. Dr. Sue Hage
4. Dr. Anna Headly
5. Dr. Matthew Jones
6. Dr. Sarah Martinez
7. Dr. Kenya Rivas
8. Dr. James Roth
9. Dr. Danielle Zelnick
10. Dr. Thomas Edmondson
11. Susie-Welsh Gustafson
12. Dr. Christine Metz
13. Andrea Vogler
14. Aaron Thomas
15. Jonelle Kirpatrick

These individuals include the Medical Directors for the named Plaintiffs, Dr. Edmondson, and others responsible for training both Skilled Inpatient Care Coordinators ("SICCs") and Medical Directors.

This is an initial proposal, and Defendants reserve the right to amend, alter, or otherwise change any identified custodian in the above list. Defendants will continue to confer with Plaintiffs to address any differences between the Parties regarding the proposed custodians.



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II. Proposed Search Terms

Similarly, following the Parties' discussions on October 14, 2025 and October 23, 2025, Defendants have continued to analyze potential search terms to address the issues Plaintiffs have raised regarding identifying potentially responsive documents. In service of that goal, Defendants propose the following search terms for identification of documents:

1. "nH predict"
2. nhPredict
3. (outcome w/3 report) w/3 NOMNC
4. ((predict OR "nH predict" OR "outcome report") w/2 final) w/2 rule
5. (NOMNC w/3 final) w/3 rule
6. (ELOS OR ALOS OR LOS OR "length of stay") w/3 variance
7. "nH predict" w/3 outcome
8. ((outcome w/3 report)) w/10 (LOS OR ELOS OR ALSO OR "length of stay")
9. reduc* w/3 (ELOS OR ALOS OR LOS)
10. ("nH predict" OR predict) w/3 "discharge planning"
11. (ELOS OR ALSO OR LOS) w/3 "discharge planning"
12. actual w/3 (LOS OR "length of stay")
13. (above OR past OR beyond) w/3 (ELOS OR ALOS OR LOS OR "length of stay")
14. (("nH predict" OR predict OR "outcome report") w/3 medic*) w/2 necess*
15. ((ELOS OR ALOS OR LOS OR "length of stay") w/3 medic*) w/2 necess*
16. (("nH Predict" OR predict) w/3 (medicare OR CMS)) w/3 guidelin*
17. ((ELOS OR ALOS OR LOS OR "length of stay") w/3 (medicare OR CMS)) w/3 guidelin*

In compliance with the Parties' Stipulated ESI Protocol, Defendants will follow-up with Plaintiffs to provide: (1) the per-term "hit count" information at both the individual document and family level for these initial search terms and (2) the total number of documents that would be in the search universe both without application of the search terms and limiters and with application of the search terms and limiters.



October 27, 2025
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This is Defendants' initial proposal and remains contingent upon total volume and hit counts of all the proposed search terms as agreed upon by the Parties. Defendants reserve the right to modify these search terms following further investigation and proposals made by Plaintiffs.

Very truly yours,

A handwritten signature in black ink that reads "Michelle Grant". The signature is written in a cursive, flowing style.

Michelle S. Grant

EXHIBIT I

Clarkson

Glenn Danas, Esq.
Partner

Clarkson Law Firm P.C.
22525 Pacific Coast Highway
Malibu, CA 90265
Tel: (213) 788-4050
Direct: (213) 786-1071
Fax: (213) 788-4070
gdanas@clarksonlawfirm.com

October 31, 2025

VIA EMAIL

Nicole Engisch
Michelle S. Grant
Shannon L. Bjorklund
David C. Racine
DORSEY & WHITNEY LLP
500 South 6th Street, Suite 1500
Minneapolis, MN 55402
engisch.nicole@dorsey.com
grant.michelle@dorsey.com
bjorklund.shannon@dorsey.com
racine.david@dorsey.com

Nicholas J. Pappas
DORSEY & WHITNEY LLP
51 West 52nd Street
New York, NY 10019
pappas.nicholas@dorsey.com

Re: *Estate of Gene B. Lokken, et al. v. UnitedHealth Group, Inc., et al.*
No. 0:23-cv-3514 (JRT/SGE)

Counsel:

I write to follow up on the custodian and search term proposals submitted by Defendants on October 27, 2025, and the hit counts submitted on October 30, 2025. I've enclosed counter-proposed custodians and search terms alongside this letter.

Plaintiffs have several concerns about Defendants' approach to process of identifying custodians and search terms.

First, Defendants did not submit proposed custodians and search terms until October 27, three days *after* the October 24 deadline to meet and confer about those search terms and custodians, and hit counts were not shared until October 30. Moreover, Defendants have provided no information about how Defendants identified custodians or terms, nor have they provided a list of *non-custodial* document sources as required by the ESI Protocol. *See* ESI Protocol ¶ V.B.1. Defendants' failure to comply with the scheduling order and ESI Protocol put Plaintiffs in the position of trying to assess Defendants' proposals in a very condensed timeline and without complete information necessary to provide a complete counterproposal and meaningful meet and confer by November 7.

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Second, and relatedly, Defendants still have not substantively responded to Plaintiffs' discovery requests sent several months ago. Defendants' refusal to participate in discovery has limited Plaintiffs' ability to respond to Defendants' proposal. To cite just one example, as noted in Plaintiffs' October 22 letter, Defendants have refused to produce organizational charts (RFP 3) and have failed to produce documents relating to "the applicable training materials and other policy documents addressing how medical directors apply Medicare criteria in coverage determinations and how nH Predict is used at NaviHealth," despite Defendants repeatedly representing to Plaintiffs and the Court that such documents would be produced.¹ We understand based on our meet-and-confer calls that, at least for some requests, Defendants intend to persist in their refusal to respond to certain requests based on Defendants' reading of Judge Tunheim's order on the motion to dismiss and other broad relevance objections. Plaintiffs continue to disagree with Defendants' efforts to limit discovery on these bases and reserve the right to move to compel further responses if and when Defendants provide amended responses to Plaintiffs' discovery requests.

Third, even based on the limited information Plaintiffs have received, the custodians and search terms proposed by Defendants are too narrow to capture the full extent of Plaintiffs' discovery requests. The custodians proposed by Defendants are limited to three groups of individuals: (1) certain selected naviHealth medical directors; (2) certain selected employees responsible for training medical directors; and (3) employees responsible for training skilled inpatient care coordinators (SICCs). Setting aside the fact that the proposed custodians within these groups relate only to Plaintiffs' individual claims, Defendants' proposal does not include custodians who would have information about: Defendants' organizational structure (RFP 3); how post-acute care claims determination policies changed over time (RFP 4); internal reports, analyses, or communications about nH Predict (RFP 5); complaints made by insureds (RFP 6); the development and implementation of nH Predict (RFP 7); the volume of claims processed using nH Predict (RFP 8); the volume of NOMNCs issued on the basis of medical necessity (RFP 9); the volume of post-acute claims denied on the basis of medical necessity (RFP 10); the expected and actual rates of post-acute care claims denial (RFP 11); UnitedHealth's acquisition of naviHealth (RFP 12); Defendants' earnings and valuation (RFP 13); internal or governmental investigations into Defendants' use of nH Predict or other AI (RFP 14); documents and communications produced in connection with governmental investigations (RFP 15); naviHealth employee performance evaluations (RFP 16); naviHealth employee discipline (RFP 17); evidence of coverage document versions (RFP 18); and the responsible AI board (RFP 19).

Without an understanding of what sources hold information responsive to these additional requests, Plaintiffs cannot meaningfully evaluate the search terms proposed by Defendants at this stage. But those terms also appear to fail to capture much of the information sought in Plaintiffs' discovery requests. Indeed, the hit counts you shared on October 30, 2025 reveal that your proposed search terms hit only 25,607 documents in response to 19 RFPs covering various topics, indicating that Defendants' proposed search terms are grossly underinclusive.

Defendants have not even reviewed the preliminary custodial document sources and non-custodial information necessary to determine appropriate search terms and custodians. Plaintiffs are concerned that Defendants' late and inadequate custodian and search term proposals and

¹ Plaintiffs received a small production from Defendants on October 31, 2025, but have not yet determined whether the produced documents align with what Defendants represented would be produced.

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Defendants' failure to serve amended discovery responses are unreasonably hindering discovery and unduly hindering Plaintiffs' ability to progress this case.

Plaintiffs therefore propose the parties enter a stipulation to the scheduling order as follows: (1) By November 9, 2025, Defendants will produce substantive responses to Plaintiffs' first set of discovery requests, including production of organizational charts, policies and procedures regarding the use of nH Predict and those created by Defendants' AI Board, training materials regarding use of nH Predict, and internal reports and analyses about nH Predict; (2) by November 23, Defendants produce documents using the initial set of custodians and search terms proposed by Plaintiffs; (3) the parties will again meet and confer regarding the initial document productions and, based on the results and their review, Plaintiffs will provide supplemental search terms and custodians by December 10; (4) the parties will bring any disputes to the Court by December 20.

Please let us know by November 5 if Defendants will agree to these additional deadlines and procedures. If Defendants will not agree, then Plaintiffs propose utilizing Magistrate Judge Elkins' Informal Dispute Resolution process.

We remain available to meet and confer about the issues raised herein.

Very truly yours,



Glenn A. Danas

EXHIBIT J



MICHELLE S. GRANT
Partner; Local Department Co-Head Trial
(612) 340-5671
FAX (612) 340-8738
grant.michelle@dorsey.com

November 5, 2025

VIA ELECTRONIC MAIL

Ryan J. Clarkson
Glenn A. Danas
Zarrina Ozari
Michael A. Boelter
CLARKSON LAW FIRM, P.C.
22525 Pacific Coast Highway
Malibu, CA 90265
rclarkson@clarksonlawfirm.com
gdanas@clarksonlawfirm.com
zozari@clarksonlawfirm.com
mboelter@clarksonlawfirm.com

Karen Hanson Riebel
David W. Asp
Derek C. Waller
Emma Ritter Gordon
LOCKRIDGE GRINDAL NAUEN PLLP
100 Washington Ave. South, Ste. 2200
Minneapolis, MN 55401
khriebel@locklaw.com
dwasp@locklaw.com
dcwaller@locklaw.com
erittergordon@locklaw.com

James Pizzirusso
Nicholas Murphy
HAUSFELD LLP
1201 17th St., NW, Ste. 600
Washington, DC 20006
jpizzirusso@hausfeld.com
nmurphy@hausfeld.com

Re: Estate of Gene B. Lokken, et al. v. UnitedHealth Group Inc, et al
Case No. 0:23-cv-3514 (JRT/SGE)

Counsel:

I write in response to your October 31, 2025 letter. Defendants will provide a more substantive response to your October 22 and October 31 letters, but we wanted to respond to your proposal regarding an amended scheduling order by today as requested.

Defendants have complied with the scheduling order and ESI Protocol. The scheduling order required the parties to meet and confer regarding the identity of relevant custodians and keyword searching on or before October 24, 2025. On October 13, 2025, the parties met to confer, and Defendants identified their initial proposed list of custodians. Defendants also noted that they planned to use keyword searching and were testing potential search terms. The parties discussed the proposed custodians during the call and Plaintiffs raised several concerns. Defendants considered the points raised by Plaintiffs during the meet and confer and subsequently added several additional custodians, including individuals involved in training SICCs. On Monday, October 27, Defendants followed up in writing regarding the additional custodians and the proposed search terms. For non-custodial sources, Defendants identified those during our



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October 14 and 23 discussions. To date, non-custodial sources identified include Share Point and Knowledge Now sites (that house training materials, policies, and procedures), databases or other sources that house EOCs for Medicare Advantage plans, and databases of claims data.

By contrast, Plaintiffs still have not identified custodians, non-custodial document sources, or search terms. During the October 23, 2025 conference, we asked how Plaintiffs' documents were stored and whether Plaintiffs used or plan to use search terms to identify responsive documents. Plaintiffs could not answer and said, "we'll confer internally and get back to you." To date, Plaintiffs have provided no additional information. We ask that you provide this information by November 7, 2025.

Defendants proposed a list of fifteen individual custodians that includes Medical Directors for the named Plaintiffs, Dr. Edmondson (a subject matter expert in Medicare coverage criteria for treatment at SNFs and whose job is to train all new medical directors involved in utilization management for SNFs), and others responsible for training both SICCs and Medical Directors. Contrary to Plaintiffs' assertion, these proposed custodians do not "only relate to Plaintiffs' individual claims." Defendants do not have an obligation to propose custodians with information responsive to each of the categories identified in Plaintiffs' October 31 letter. Custodial searches are unnecessary for collection of data responsive to RFP Nos. 8-10 nor are custodial searches necessary to collect template or exemplar EOCs in response to RFP No. 18. For RFP No. 3, Defendants object to much of its overbreadth, but have agreed to produce certain organizational charts that can be located without custodial searches. Defendants also have identified non-custodial sources they are investigating regarding grievances in response to RFP No. 6. Defendants maintain their objections to producing documents responsive to RFP Nos. 11-19. Finally, contrary to your statement, the proposed custodians do include individuals with information responsive to RFP Nos. 4 and 5.

Defendants disagree that the proposed search terms aimed at core information regarding the use of nH Predict that hit on 25,607 documents are "grossly underinclusive." Defendants, however, remain willing to meet and confer with Plaintiffs regarding additional search terms Plaintiffs believe are necessary. Defendants received Plaintiffs' additional proposed search terms after the close of business on November 3, 2025. We are continuing to analyze, but many of the proposed terms are overbroad and would result in burdensome discovery. For example, the proposed term (predict OR nhPredict OR "nH Predict" OR NaviHealth) w/50 (NOMNC* OR outcome* OR report* OR "care plan") hits on hundreds of thousands of documents because it would bring up any document with predict /50 of report, many of which likely have nothing to do with nH Predict. We continue to analyze and will provide a more fulsome response by November 7.

To that end, we are agreeable to amending the scheduling order to extend the current deadline of November 7, 2025 to present disputes related to the initial search terms and custodians for the first set of requests for production. Plaintiffs proposed December 20, which is a Saturday. We would suggest December 22, 2025.

To the extent your proposal seeks to add additional interim deadlines into the scheduling order, we do not believe that would be appropriate. We, however, are willing to discuss timing



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and informal interim deadlines between the parties. Defendants will agree to provide written amended responses to Plaintiffs' first set of interrogatories and requests for production of documents by November 12 (you proposed Sunday, November 9). We do not agree to Plaintiffs' initial proposed custodians and search terms. And, in any event, given the significant volume of documents that would be encompassed by Plaintiffs' proposal, we could not agree to a production by Sunday, November 23. Defendants, however, will continue to confer with Plaintiffs regarding the proposed search terms and custodians. Once an initial set is agreed upon, we will promptly process and begin the custodial review. We cannot agree upon a date for production, however, until we know the volume of documents for review.

Please let me know if you would like to schedule a call to discuss.

Very truly yours,

A handwritten signature in black ink that reads "Michelle Grant". The signature is written in a cursive, flowing style.

Michelle S. Grant

EXHIBIT K

Clarkson

Glenn Danas, Esq.
Partner

Clarkson Law Firm P.C.
22525 Pacific Coast Highway
Malibu, CA 90265
Tel: (213) 788-4050
Direct: (213) 786-1071
Fax: (213) 788-4070
gdanas@clarksonlawfirm.com

November 11, 2025

VIA EMAIL

Nicole Engisch
Michelle S. Grant
Shannon L. Bjorklund
David C. Racine
DORSEY & WHITNEY LLP
500 South 6th Street, Suite 1500
Minneapolis, MN 55402
engisch.nicole@dorsey.com
grant.michelle@dorsey.com
bjorklund.shannon@dorsey.com
racine.david@dorsey.com

Nicholas J. Pappas
DORSEY & WHITNEY LLP
51 West 52nd Street
New York, NY 10019
pappas.nicholas@dorsey.com

Re: *Estate of Gene B. Lokken, et al. v. UnitedHealth Group, Inc., et al.*
No. 0:23-cv-3514 (JRT/SGE)

Dear Michelle:

I write in response to your November 5 and 7, 2025 letters. I understand you are still planning to provide a complete response to our October 22 and October 31 letters.

First, the Parties are at an impasse as to Plaintiffs' Requests for Production Nos. 11 through 19 because Defendants object to the production of any documents responsive to those requests primarily on relevance grounds. We propose using Magistrate Judge Elkins' informal dispute resolution procedures to raise this dispute with the Court. Please let us know if you will consent to use those procedures, and we will jointly contact Judge Elkins' chambers to schedule a conference.

Second, we write to respond to your questions regarding Plaintiffs' document productions. Plaintiffs produced documents responsive to Defendants' Requests for Production on September 4, 2025. With each client, we discussed the electronic and paper sources of all documents related to Plaintiffs' post-acute care stays, insurance claims, and Medicare Advantage policies with Defendants. Plaintiffs' counsel then conducted a manual review of all documents in Plaintiffs' possession, custody, or control and produced responsive, non-privileged documents consistent with our responses to Defendants' Requests for Production. Based on the volume and sources of

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documents, we did not apply search terms to limit the documents reviewed.

Third, based on the hit counts provided on Friday, November 7, we understand that Defendants believe Plaintiffs' search terms are too broad based on the numbers of documents identified with those terms. The fact that Defendants have hundreds of thousands of documents relevant to this case is not, by itself, a sufficient basis to limit productions. Defendants insure millions of individuals in Medicare Advantage products and the allegations in this case concern at least hundreds of thousands of requests for post-acute care services. While we remain open to reasonable limitations to exclude non-relevant documents from the document review universe, large volumes of documents are likely proportional to the issues in this case. If there are specific examples of search terms you believe are pulling in large volumes of non-responsive documents, we are open to considering any specific proposal, but will need to understand what analysis you have done to determine that the search term is, indeed, identifying non-responsive documents. With the example you raised—that the search term that includes “predict” and “report” is may be identifying many nonresponsive documents—we are open to considering a reasonable counter-proposal if Defendants can explain how many documents those unique terms are identifying, and whether those documents are non-responsive.

Very truly yours,



Glenn A. Danas

EXHIBIT L



MICHELLE S. GRANT
Partner; Local Department Co-Head Trial
(612) 340-5671
FAX (612) 340-8738
grant.michelle@dorsey.com

November 12, 2025

VIA EMAIL

Glenn Danas, Esq.
Partner, Clarkson Law Firm P.C.
22525 Pacific Coast Highway
Malibu, CA 90265
gdanas@clarksonlawfirm.com

**Re: Estate of Gene B. Lokken, et al. v. UnitedHealth Group, Inc., et al.
No. 0:23-cv-3514 (JRT/SGE)**

Counsel:

I write in further response to your letters dated October 22, 2025 and October 31, 2025, and to confirm our discussions during our lengthy conversations on October 14, 2025 and October 23, 2025.

I. Defendants' Relevancy Objections

A. The Scope of Plaintiffs' Remaining Claims

Judge Tunheim dismissed on preemption grounds all claims except Plaintiffs' claims for breach of contract and breach of the implied covenant of good faith and fair dealing. Federal law preempted Plaintiffs' unjust enrichment claim because Plaintiffs' theory of liability required evaluating what "medical payments . . . [a patient] should have received," and/or what "services are covered." Dkt. 91 at 19-20. Federal law preempted Plaintiffs' bad faith insurance claims because their theory of liability required evaluating "whether the denial of coverage was reasonable." *Id.* at 20. Any theory of liability that turns on "a determination on the reasonableness of denial or the reasonableness of how coverage decisions are made would aim to regulate the same subject matter as the Medicare Act," and therefore was preempted. *Id.* Federal law preempted Plaintiffs' statutory claims because those claims implicated "how insurance claims decisions are to be made and the timeframe for such decisions." *Id.* at 21.

Based on the theory of liability alleged in the Amended Complaint, the Court held that Plaintiffs' contract claims were not preempted. The Court described Plaintiffs' theory of liability for the contract claims as follows: (i) the Medicare Advantage plans purchased from UnitedHealthcare ("UHC") by the named Plaintiffs and putative class members included provisions stating that "Clinical Services Staff and Physicians make decisions on the health care services you receive based on the appropriateness of care and service and existence of coverage," *id.* at 2-3; and, (ii) contrary to such provisions "UHC used an artificial intelligence program, [the] nH Predict AI Model ("nH Predict"), in lieu of physicians to make coverage



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determinations.” *Id.* at 4. Stated differently, Plaintiffs allege that UHC used “nH Predict, rather than actual people, to make coverage decisions, contradicting UHC’s insurance policy documents.” *Id.* at 23-24. In his order on the motion to dismiss, Judge Tunheim held that federal law did not preempt the contract claims because Plaintiffs’ theory of liability would not require evaluation of any “standards promulgated by the Medicare Act,” but instead would require the Court to evaluate “standards included *only* in UHC’s own written documents.” *Id.* at 20 (emphasis added).

Based on Judge Tunheim’s preemption analysis, the only question relevant to the remaining contract claims is whether Defendants used nH Predict instead of Clinical Services Staff and Physicians to make decisions regarding a claim for health care services. The Court explicitly stated that “in analyzing these claims the Court would only be required to investigate whether UHC complied with its own written documents,” *Id.* at 19, and that the Court “need only review insurance documents to resolve these claims.” *Id.* at 2. Accordingly, Plaintiffs are not entitled to discovery regarding whether a claim should have been approved or denied, whether a denial was reasonable, or whether any services were medically necessary. Discovery of these issues would only support claims the Court found to be preempted by federal law. See Dkt. 91 at 20 (“[A] determination on the reasonableness of denial or the reasonableness of how coverage decisions are made would aim to regulate the same subject matter as the Medicare Act.”).

If Plaintiffs’ contract claims implicate language in the Evidence of Coverage (“EOC”) other than the language cited in the Amended Complaint and addressed in Judge Tunheim’s Order, Plaintiffs must specifically identify the other EOC provisions allegedly at issue/breached. During the October 14 conference, Plaintiffs stated that, if other provisions were at issue vis-à-vis the contract claims, Plaintiffs would clarify what those were. To date, despite Defendants’ repeated requests, Plaintiffs have provided no such clarification.

B. Judge Elkins’ September 8 Order

Before the denial of Defendants’ Motion to Amend the Pretrial Scheduling Order (to allow for phased discovery and an early motion for summary judgment) (the “Motion to Bifurcate”), Defendants’ relevancy objections included: (i) class discovery relevancy objections—i.e., objections based on the argument that this case should be bifurcated and discovery phased, and therefore that discovery not relevant to the claims of the named Plaintiffs should be deferred and conducted only if needed after Defendants moved for summary judgment after an initial phase of discovery; and (ii) merits-based relevancy objections—i.e., objections contending that one or more requests sought discovery irrelevant to the contract-based claims that the Court held were not preempted by federal law (e.g., objections to Plaintiffs’ definition of the relevant time period and “post-acute care,” to requests regarding the development of nH Predict, etc.). Judge Elkins denied Defendants’ Motion to Bifurcate on September 4, as memorialized by the Court’s September 8 Order. Although Judge Elkins’ order denying the Motion to Bifurcate rejected Defendants’ “class discovery” relevancy objections, it did not address Defendants’ merits-based relevancy objections.



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Multiple arguments in Plaintiffs' October 22 letter regarding Defendants' merits-based objections fail because they are based on the Court's discussion of Defendants' class discovery objections. For example, Plaintiffs contend that Defendants should not "continue to assert" the merits-based objections because Judge Elkins rejected those objections by stating "this Court does not read Judge Tunheim's Order as narrowing the scope of the dispute in the way Defendants argue." Pls.' October 22 Letter at 3 (citing Dkt. 130 at 6). Plaintiffs' selective quotation obscures that the quoted language addressed only Defendants' bifurcation arguments and class discovery objections. Additional context shows that the quoted language neither rejected nor ruled upon Defendants' merits-based relevancy objections:

Additionally, this Court does not read Judge Tunheim's Order as narrowing the scope of the dispute in the way Defendants argue. *This Court does not believe Judge Tunheim intended the parties to litigate only the claims as they relate to the named Plaintiffs first.* Rather Judge Tunheim's task in ruling on the Motion to Dismiss was to determine whether the claims were preempted by the Medicare Act. As his subsequent Order clarifies, the contract-based claims survived preemption due to their independence from the Medicare Act and because the contract claims were limited to breach of the Evidence of Coverage terms. *This Court cannot conceive of a reading of Judge Tunheim's Orders that limited discovery to the named Plaintiffs.*

Dkt. 130 at 6-7 (emphasis added).

Plaintiffs' other quotations from the September 4 hearing transcript and the September 8 Order conflate the discussion of class discovery objections as pertinent to the remaining merits-based objections. The language Plaintiffs quote does not reject or rule upon the viability of Defendants' merits-based objections but relates to one of the reasons the Court denied the Motion to Bifurcate. We disagree with Plaintiffs' position that Judge Elkins' order rejected Defendants' merits-based relevancy objections. Indeed, Judge Elkins recognized that some of Plaintiffs' requests for production were overbroad. Sept. 4, 2025 Hearing Tr. at 15:10-11. Judge Elkins was focused on requests regarding Defendants' use of nH Predict, to which Defendants have agreed to respond as outlined below. As we noted during our discussion on October 14 and October 22, Plaintiffs' remaining discovery requests seek burdensome discovery not relevant to the remaining claims.

We address below the time-period, definitions, and various requests that have been discussed during the multiple attempts to meet and confer with Plaintiffs on the discovery requests.

C. Relevant Time Period

In their discovery requests Plaintiffs seek documents and information for an eight-year period that extends two years before the proposed class period and nearly two years before UHC used nH Predict in connection with its Medicare Advantage business. As stated in Defendants' Answer to Interrogatory No. 1, naviHealth began providing certain post-acute care management



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and utilization review services to United HealthCare Services, Inc. and certain of its affiliated regulated subsidiaries that are Medicare Advantage Organizations on July 1, 2019. Thus, UHC did not use the nH Predict tool before July 1, 2019.

While Plaintiffs agreed to limit five of their nineteen RFPs to documents from July 1, 2019 to the present, Plaintiffs refused to limit other requests and continue to demand production of documents dating from November 14, 2017 for the remainder of their requests. Plaintiffs have provided no rational basis for discovery to be extended to nearly two years before UHC used nH Predict and before the proposed class period which runs from November 14, 2019 to the present. Am. Compl. ¶ 172. Plaintiffs explained that they sought documents from before 2019 to ascertain the denial rate before the use of nH Predict, and to compare how the denial rate changed thereafter. Plaintiffs argued during the September 4 hearing that this is “circumstantial evidence supporting a breach of contract” because “[i]t shows that they were – an increase in the denial of claims when they started using nH Predict as opposed to the decision making of physicians.” Sept. 4, 2025 Hearing Tr. at 35:1-5. Putting aside Defendants’ disagreement with this contention, Plaintiffs’ stated rationale does not support Plaintiffs’ insistence that Defendants produce documents dating back to 2017. For example, Plaintiffs continue to seek all documents regarding nH Predict going back to 2017 (RFP Nos. 5 and 7), documents regarding employee performance evaluation and discipline going back to 2017, and all EOCs going back two years before the putative class period. These documents are all dated before UHG acquired naviHealth and before naviHealth was contracted as a third party to provide certain care management and utilization review services for certain UHC Medicare Advantage plans.

Discovery before July 1, 2019 is overbroad, not relevant, and not proportional to the needs of the case. Because nH Predict was not used for care management for UHC Medicare Advantage plans before July 1, 2019, documents created before that date cannot reasonably be expected to prove or disprove Plaintiffs’ claims.

D. Plaintiffs’ Definition of “Post-Acute Care”

Plaintiffs’ definition of “post-acute care” for purposes of this case is overbroad and expands the scope of multiple requests beyond what is relevant to the remaining claims. As we noted in Defendants’ discovery responses dated June 30, 2025, see Defs.’ General Obj. 10, and reiterated during the parties’ discussions, the nH Predict tool is exclusively used in connection with care planning and coordination for members in Skilled Nursing Facilities (“SNFs”), not for other types of post-acute care like Inpatient Rehabilitation Facilities (“IRFs”), Long-Term Acute Care Hospitals (“LTACHs” or “LTCHs”), or home health care.

Despite this, Plaintiffs continue to insist on defining “post-acute care” as any medical treatment and rehabilitation in a SNF, IRF, or long-term rehabilitation facility.¹ Plaintiffs have not articulated a valid justification for insisting that the definition of “post-acute care” include care outside of SNFs. During the October 23 conference, Plaintiffs stated that the definition of “post-acute care” (and discovery) should *not* be limited to SNFs because, apart from handling claims

¹ Defendants are unclear what Plaintiffs intend by long-term rehabilitation facility.



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for care at SNFs, naviHealth provided care management and utilization review services for “other kinds of post-acute care.” That justification fails because, although naviHealth provides certain services for care at facilities other than SNFs, the nH Predict tool is used only in connection with care planning after a member is admitted to a SNF. Plaintiffs then stated that they want discovery regarding care at non-SNFs to explore whether there were “similar breaches for those types of care.” Whatever Plaintiffs may mean by “similar breaches,” this case is about nH Predict. The proposed class is defined as “All persons who purchased Medicare Advantage Plan health insurance from Defendants and *had benefits denied due to Defendants’ use of the nH Predict AI Model* during the period of four years prior to the filing of the complaint through the present.” Am. Compl. ¶ 172 (emphasis added). Plaintiffs cannot use the discovery process as a fishing expedition for unpled claims.

Plaintiffs also argue that they do not have enough information to “confidently” conclude nH Predict was limited to SNFs, and Plaintiffs cannot “take [Defendants’] word” that nH Predict was not used vis-à-vis members in other types of facilities. Plaintiffs contend *Defendants must prove a negative*—i.e., Defendants must suffer the burden of searching for and/or producing troves of irrelevant materials to prove nH Predict was not used in connection with claims for care in IRFs or other facilities. This would mean Defendants must prove up their relevancy objection by producing irrelevant materials. The Federal Rules of Civil Procedure neither support nor require such disclosures.

Plaintiffs have not and cannot articulate any grounds for believing that discovery regarding IRFs or “long-term rehabilitation facilities” is relevant to any party’s claim or defense and proportional to the needs of the case. Defendants maintain their objections and will agree to produce responsive documents relating only to post-acute care in SNFs for members in Medicare Advantage plans insured by UHC or its affiliates.

E. Specific Requests for Production of Documents

RFP No. 1 (Named Plaintiffs’ Documents)

This Request seeks documents, communications, and data relating to named Plaintiffs. Defendants agreed to produce (and have produced) the administrative record for the claims identified in the Amended Complaint, which all relate to services occurring between 2022 and 2024. Defendants also agreed to produce information sufficient to identify premium payments made by the named Plaintiffs, which Defendants are gathering.

While Plaintiffs have not identified any additional information or documents they believe should be produced, the October 22 letter stated that Plaintiffs agree to limit this Request to include only documents from July 1, 2019 to the present. Given the claims occurred no earlier than 2022, Plaintiffs have not articulated what information they are seeking as related to the period before July 1, 2019, and why Plaintiffs believe this will yield information relevant to their claims and that would be proportionate to the needs of the case.



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RFP No. 3 (Organizational Structure and Identification of Employees)

Defendants objected to this overbroad request that purports to require Defendants to search for and produce documents identifying departments, units, and divisions of not only the named Defendants but thousands of affiliated entities and every employee or third-party involved in the assessment and adjudication of post-acute care medical claims or use of algorithms or AI in claims processing. In the October 22, 2025 letter, Plaintiffs agreed to limit this request to Medicare Advantage plans and to documents dated from July 1, 2019 to the present. That limitation, however, still does not address Defendants' relevancy, overbreadth, and burden objections. Among other objections, the request is not limited to employees with knowledge regarding the use of nH Predict or even those involved in processing claims for post-acute care in SNFs for UHC's Medicare Advantage plans. Regarding the part of the request seeking production of organizational charts, Defendants do not regularly maintain or store such charts in a central location. Searching for and producing all such charts would be unduly burdensome and disproportionate to the needs of the case. Subject to and without waiving these objections, Defendants will produce any organizational charts sufficient to identify leadership of Clinical Operations at naviHealth from July 1, 2019 to present, which includes those with leadership over Medical Directors, Skilled Inpatient Care Coordinators ("SICCs"), and persons involved in utilization management at naviHealth. Defendants will also produce any relevant organizational charts located within the custodial searches outlined in our October 27, 2025 letter and further addressed below.

RFP No. 4 (Policies and Procedures)

This Request seeks documents sufficient to identify policies, procedures, training, and other documents regarding the adjudication of post-acute care claims from November 17, 2019 to present.

Defendants have agreed to produce documents sufficient to show the applicable training materials and policies and procedures addressing the application of Medicare criteria in coverage determinations for skilled nursing facilities and how nH Predict is used at naviHealth from July 1, 2019 to the present. This includes training materials for Medical Directors, training materials regarding the use of nH Predict for SICCs, any policies and procedures regarding the use of nH Predict for UHC Medicare Advantage plans, and provider relations materials regarding nH Predict. On October 31, 2025, Defendants made their initial production of these documents. Defendants continue to search for responsive documents from non-custodial sources, including applicable Share Point and other internal sites and will supplement this production as necessary. Defendants also will conduct a reasonable and diligent search for additional responsive documents from the identified custodians using the search terms identified in Defendants' October 27, 2025 letter.

As addressed above, Defendants object to producing documents dated prior to July 1, 2019, documents unrelated to assessment and adjudication of post-acute care for members other than UHC Medicare Advantage members, and documents related to assessment and adjudication of post-acute care claims in IRFs or other facilities that are not SNFs.



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RFP No. 5 (nH Predict Analyses)

This Request seeks all documents and communications discussing or analyzing nH Predict.² Defendants objected to this overbroad and unduly burdensome request that would require Defendants to search for and produce all documents over an eight-year period relating to nH Predict, which goes well beyond the claims for the proposed class members. As noted above regarding RFP No. 4, Defendants have agreed to produce training materials regarding the use of nH Predict, any policies and procedures regarding the use of nH Predict for UHC Medicare Advantage plans, and provider relations materials regarding nH Predict. Defendants will also conduct a reasonable and diligent search for additional responsive documents from the identified custodians using the search terms identified in Defendants' October 27, 2025 letter.

During the October 13, 2025 conference, we noted the overbreadth and burdensome nature of this Request. We asked what additional information Plaintiffs believe is relevant beyond what Defendants had already agreed to produce. Plaintiffs stated they would go back and discuss the scope and whether there was any way to narrow. The October 22, 2025 letter stated Plaintiffs do not agree to limit the Request but instead suggest the use of search terms to address any burden. As noted, Defendants have agreed to search for responsive documents by using the search terms and date range for the custodians identified in Defendants' October 27, 2025 letter. Defendants will conduct the agreed upon searches and produce non-privileged, responsive documents regarding how nH Predict was used for UHC Medical Advantage Plans from July 1, 2019 to present.

RFP No. 6 (Complaints and Grievances)

This Request broadly seeks all documents and communications concerning any complaint or grievance—whether made by insureds or others—concerning naviHealth, nH Predict, and denials of post-acute care claims. This Request has no bearing on “whether UHC complied with its statement that claim decisions would be made by ‘clinical services staff’ and ‘physicians’” when it made adverse coverage determinations for Medicare Advantage members in SNFs. This Request would cover, for example, complaints regarding anything about naviHealth’s entire business and complaints related to processing of claims other than post-acute care in SNFs that have nothing to do with nH Predict.

During the October 14, 2025 conference, we asked Plaintiffs to explain the relevancy of the requested documents given our view that such complaints and investigations are not relevant nor proportional to determining whether Defendants' use of nH Predict breached the EOCs as Plaintiffs contend. You indicated that you were focused on formal grievances, which is a specific process provided for under the EOCs. You stated that you are aware that individuals may have filed with UHC formal grievances that UHC was “not using medical decision making.” You stated that this information is relevant because “[t]he manicured response we are going to get from an interrogatory is not the same as discovery we would receive in response to these discovery

² This Request overlaps with RFP No. 7. Defendants' objections to documents regarding development, design, creation, and approval of nH Predict are addressed below in reference to RFP No. 7.



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requests.” We disagree. Plaintiffs will get discovery regarding how nH Predict was used and how medical necessity determinations were made for continuing coverage in SNFs. In any event, to address the issues raised by Plaintiffs during our discussions, Defendants are investigating how grievances submitted under the applicable Medicare Advantage plans are tracked and recorded and whether such information is reasonably accessible and searchable. We will follow-up to continue our meet and confer when we have more information.

RFP No. 7 (Development, Design, Creation, Approval, Implementation, and Use of nH Predict)

This Request seeks all documents and communications concerning the development, design, creation, approval, implementation, and use of nH Predict. Defendants will produce documents regarding the use of nH Predict as limited and outlined above in response to RFP Nos. 4 and 5. Discovery regarding the development, design, and creation of nH Predict, however, is not relevant because its development, design, creation and approval is not relevant to proving whether Defendants used nH Predict instead of Clinical Services Staff and Physicians to adjudicate claims.

During the October 23 conference, Plaintiffs explained that they wanted discovery regarding how nH Predict incorporates data about physician recommendations, and the “types of codes put into the system,” so that Plaintiffs could learn how nH Predict makes medical necessity determinations. Plaintiffs have argued that the EOCs “say they will follow generally accepted medical standards. And if nH Predict meant they weren't following medical standards, that's a breach of the contract and a breach of their covenant of good faith.” Sept. 4, 2025 Hearing Tr. at 34:4-7. Plaintiffs appear to reference provisions of the EOC that state that the plan will generally cover medical care that is medically necessary and that “‘medically necessary’ means that the services, supplies, or drugs are needed for the prevention, diagnosis, or treatment of your medical condition and meet accepted standards of medical practice.”

Plaintiffs’ underlying premise for seeking this discovery is factually incorrect. nH Predict is not used to make adverse coverage determinations or medical necessity decisions. nH Predict is a tool used by naviHealth’s care coordinators to proactively provide caregivers and SNF providers with information and care planning support. All adverse coverage determinations are made by Medical Directors, not nH Predict.

In addition, nowhere is this purported breach alleged in the Amended Complaint. Even if it were, this is exactly the type of claim Judge Tunheim found to be preempted by the Medicare Act. As Judge Tunheim held, Plaintiffs’ state law claims cannot require the Court to evaluate standards in, or compliance with, the Medicare Act (such as whether certain care is reasonable, covered, and/or medically necessary). Plaintiffs’ justification for seeking discovery regarding the development, design, and creation of nH Predict would require evaluating standards in the Medicare Act. Accordingly, the discovery sought is irrelevant because it pertains to claims, or theories of liability, not alleged in the Amended Complaint, and, in any event, fall within the category of claims that Judge Tunheim held were preempted. Dkt. 91 at 20 (“The Medicare Act squarely regulates how coverage decisions are to be made and what services are covered. 42



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C.F.R. §§ 422.101, 422.566. Thus, a determination on the reasonableness of denial or the reasonableness of how coverage decisions are made would aim to regulate the same subject matter as the Medicare Act. Because any evaluation of the bad faith insurance claims would require the Court to evaluate standards promulgated pursuant to the Medicare Act, as opposed to standards included only in UHC's own written documents, the Court finds the bad faith insurance claims to be preempted." Defendants do not agree to produce documents regarding the development, design, creation, or approval of nH Predict.

RFP Nos. 8-11 (Volumes of Claims and Denials)

Defendants are investigating what data is available and will continue to meet and confer with Plaintiffs regarding these Requests. RFP No. 8 seeks data sufficient to identify the number of claims processed using nH Predict. As we noted, nH Predict does *not* "process" any claims. Given that, we ask Plaintiffs to clarify what information they are seeking. For RFP Nos. 9, 10, and 11, Defendants can provide data sufficient to identify the number of NOMNCs naviHealth issued to members of Medicare Advantage plans insured by UHC for continued stay denials in SNFs for the period November 14, 2019 to present (the putative class period). NOMNCs are issued for a number of different reasons. We are investigating whether the data includes information regarding whether the NOMNC was issued based on a lack of medical necessity.

As addressed above, Defendants object to producing data for claims prior to July 1, 2019, as well as data relating to denials of post-acute care for facilities other than SNFs.

RFP No. 12 (Acquisition of naviHealth)

Documents concerning the acquisition of naviHealth have no bearing on the question of whether nH Predict was used by Defendants to make coverage determinations in place of medical professionals.

During the October 23, 2025 conference, Plaintiffs asserted discovery regarding the acquisition of naviHealth was relevant to show when practices changed. We noted that naviHealth began providing service to certain UHC Medicare Advantage plans on or around July 1, 2019, before the acquisition. Plaintiffs then argued that all documents regarding the acquisition are relevant to the implied covenant claim because the documents may show UnitedHealth Group desired to acquire naviHealth to increase claim denials or achieve cost savings. Plaintiffs contended that acquiring naviHealth for such purposes would be actionable under the implied covenant claim because it would "frustrate the purpose" of the Medicare Advantage plans.

The Amended Complaint alleges that Defendants breached their duty of good faith and fair dealing by "[i]mproperly delegating their claims review function to the nH Predict system which uses an automated process to improperly deny claims" and "[f]ailing to require its agents to conduct a thorough, fair, and objective investigation of each submitted claim, such as examining patient records, reviewing coverage policies, and using their expertise to decide whether to approve or deny claims to avoid unfair denials." UnitedHealth Group's reason for acquiring naviHealth is not relevant to whether Defendants used nH Predict instead of Clinic Services Staff



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and Physicians to adjudicate SNF claims for Medicare Advantage plans. Plaintiffs' contention that documents reflecting possible cost savings resulting from naviHealth's conducting utilization management activities would somehow evidence a breach of the implied covenant makes no logical sense, as such documents would be perfectly consistent with ordinary and lawful business activities of any managed care company. Further, to the extent Plaintiffs' contemplated theory of breach of the implied covenant turns on determining the propriety of medical necessity determinations, or allegations that certain claims should have been approved instead of denied, as we have explained, that theory of liability would be relevant only to claims that the Court held are preempted by Medicare. To the extent Plaintiffs seek to repackage these preempted claims as contract claims (which is not alleged in the Complaint or permitted under the Court's dismissal order), those claims also would be preempted.

Nor is this Request proportional to the needs of the case. Documents responsive to this Request might theoretically include, for example, due diligence conducted prior to the acquisition, negotiations relating to the transaction, a significant volume of privileged documents, business planning around the future integration of naviHealth into UHG's business operations, and any documents referencing the acquisition that have nothing to do with the use of nH Predict. As we have noted, Plaintiffs incorrectly believe that naviHealth "was coextensive" with nH Predict. naviHealth provided a number of post-acute care management solutions for different types of facilities and post-acute care beyond SNFs and beyond the nH Predict tool. Defendants do not agree to produce documents in response to this Request.

RFP No. 13 (Financial Information for each Defendant)

This Request seeks documents, communications, and data sufficient to identify Defendants' "valuation, value, revenue, profits, and profitability of each entity." Plaintiffs have not, and cannot, explain how this Request is relevant or proportional to the claims in this action. In their motion to compel, Plaintiffs argued that these documents are relevant to "show Defendants' motive to increase coverage denials and establish damages." This rationale is without merit, because the requested financial information would have no bearing on whether Defendants used nH Predict to make adverse coverage determinations in place of medical professionals. Rather, the request assumes that nH Predict was used and then seeks to develop a narrative that future cost savings improperly resulted from engaging in automated denial of claims in the place of physicians. If nH Predict was never used to make coverage denials in the place of physicians, then the requested information has no tendency in fact to address any claim or defense in the case. And, Plaintiffs have not explained how information regarding Defendants' revenue and earnings relates to damages. Defendants stand by their objections to this Request and do not agree to produce documents in response to this Request.

RFP Nos. 14-15 (Internal and Governmental Investigations)

RFP No. 14 requests all documents and communications concerning "internal" or "governmental agency investigations into Defendants' policies, practices, or operations, and Defendants' use of nH Predict, any other algorithms, or AI to assess or adjudicate claims." RFP No. 15 broadly requests all documents or communications produced by Defendants to "any local,



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state, or federal governmental agency or regulatory body concerning your assessment and adjudication of medical claims.” Neither request seeks relevant information. Government investigations into Defendants’ adjudication of any post-acute care claim or even the use of AI generally is not relevant to whether Defendants used nH Predict to make adverse coverage determinations in place of medical professionals. Moreover, all documents produced to any governmental agency or regulatory body—even if about nH Predict—are not relevant. A “Plaintiff must make proper discovery requests, identifying the specific categories of documents sought, in order to obtain them – and each category must be relevant to its claims and defenses.” *See, e.g., King County v. Merrill Lynch & Co., Inc.*, 2011 U.S. Dist. LEXIS 86775, at *8 (W.D. Wash. Aug. 5, 2011) (internal citation and quotation omitted).

Plaintiffs argue that these Requests are relevant because responsive documents “would tend to show the processes by which nH Predict was used in making medical determinations and, significantly, how Defendants adjusted their processes (or were recommended to adjust their processes) as a result of their own internal investigations, or governmental investigations and/or communications with the government.” But, as we noted in response, documents regarding the use of nH Predict (and any changes thereto) will be produced to Plaintiffs in response to other discovery requests regardless of whether such documents also were produced to government agencies. Defendants are not withholding documents produced to government agencies that would otherwise be responsive to valid requests. Plaintiffs also are not entitled to all documents produced to any government entity. Producing a document to a government entity does not ipso facto render that document related to the alleged use of nH Predict, or otherwise relevant to any claims in this case. For example, Plaintiffs have specifically raised the report of the U.S. Senate Permanent Subcommittee on Investigations, but that report highlights that the investigation addressed issues other than the use of nH Predict. Nor have Plaintiffs explained how all investigations relating to any use of algorithms or AI to assess or adjudicate Medicare Advantage claims for post-acute care are relevant.

Defendants stand by their objections to these Requests and do not agree to produce documents in response to these Requests.

RFP Nos. 16 & 17 (Performance Criteria and Discipline of all naviHealth Employees)

These Requests broadly seek documents regarding the performance of and disciplinary actions taken against all naviHealth employees. RFP No. 16 requests documents regarding how Defendants “evaluate the performance of naviHealth employees (including performance reviews), set performance expectations for naviHealth employees (including bonus compensation),” and “use of key performance indicators (‘KPIs’) or other metrics (including length of stay metrics) to evaluate employees.” RFP No. 17 requests documents relating to any disciplinary actions “taken against naviHealth employees for failure to meet performance expectations related to assessment or adjudication of claims or KPI metrics.” Neither request seeks documents relevant to this dispute.

Plaintiffs contend that the Requests are relevant to their claims because such documents may show “whether United pressured MDs to use nH Predict over their own judgment.” This



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dispute centers on a breach of contract. Alleged performance reviews or metrics used by Defendants to evaluate employees, or any alleged disciplinary actions, are not relevant to whether Defendants abided by the EOCs. Plaintiffs have made no showing as to how such information, which is also highly confidential and sensitive, is relevant or proportional to the needs of the case.

Notwithstanding their objections to this discovery, Defendants agree to locate and produce any criteria naviHealth used in evaluating the performance of Medical Directors involved in making continuing coverage decisions for treatment in SNFs from July 1, 2019 to the present. We trust that such criteria will give Plaintiffs the ability to test their hypothesis that Defendants somehow breached the EOCs based on how they evaluated the performance of Medical Directors. Further, to the extent Plaintiffs are taking the depositions of medical directors or members of naviHealth management, Plaintiffs will be able to explore naviHealth's practices in evaluating the performance of Medical Directors.

RFP No. 18 (EOCs, NOMNCs, and nH Predict Outcome Reports)

Regarding EOCs, Plaintiffs have agreed to limit this request to EOCs for Medicare Advantage plan insured by Defendants in effect from July 1, 2019 to present. As we noted in our objections and discussions, there are thousands of different EOCs. Defendants are still investigating the feasibility of producing templates and/or exemplars for each state/market and will continue to confer with Plaintiffs on this topic.

For NOMNCs and nH Predict Outcome Reports, during the October 23, 2025 conference, Plaintiffs confirmed they are not asking for all such documents, but templates of the different versions used. NOMNCs are issued when Medicare covered services are ending for SNFs, home health, comprehensive outpatient rehabilitation facilities, and hospice services. The NOMNC is a form dictated by CMS and is updated by CMS occasionally. Defendants have already produced the NOMNCs for named Plaintiffs and will conduct a reasonable search for template NOMNCs utilized for UHC Medicare Advantage plans for July 1, 2019 to present for SNFs.

Defendants will also conduct a reasonable search for template nH Predict Outcome reports for July 1, 2019 to present. We also anticipate such documents will be identified by the custodial searches we have agreed to conduct as outlined in our October 27, 2025 letter. In addition, Defendants have already produced any nH Predict Outcome reports for the named Plaintiffs.

RFP No. 19 (Responsible AI Board)

This Request seeks all documents and communications concerning "the review, oversight, and analysis of nH Predict by" the "Responsible AI Board" as well as any reports, presentations, analyses, findings, or recommendations" on Defendants' use of AI generally. As publicly disclosed, UnitedHealth Group's Artificial Intelligence Review Board Board consists of clinicians,



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data scientists, business leaders, privacy, and security experts that review AI models to ensure safety, accuracy, and fairness.³

The requested information is not relevant to Plaintiffs' contract claims. Indeed, the RFP broadly seeks information regarding the "use of AI generally," not even limited to the use of nH Predict. Plaintiffs have not explained how any review by the internal board relates to their breach of contract claims, much less how discovery regarding other uses of AI is relevant. When asked, during the October 23, 2025 conference, Plaintiffs argued that these documents are relevant because, if the board concluded that nH Predict violated an internal policy regarding AI, that would show the nH Predict tool was "not consistent with good decision-making." We responded that this rationale fails to explain how the requested documents would relate to their contract claims that are limited to "breaches of EOC terms." Dkt. 104 at 2. We are also unclear what you mean by "good-decision making." Nor does this make logical sense given that nH Predict was not used to make adverse coverage determinations.

II. Plaintiffs' "Voluntary" Discovery Request Limitations

While any progress regarding disputed issues is positive, Defendants note they do not agree with Plaintiffs' characterization of various changes in position as "voluntary" limitations. For example, Plaintiffs agreed to limit multiple requests to Medicare Advantage plans, and/or to documents from July 1, 2019 to the present. Again, while those changes in position are appreciated, those changes merely adjust the scope of the effected requests to be commensurate with the actual claims.

We remain available to meet and confer about these issues.

Regards,

A handwritten signature in black ink that reads "Michelle S. Grant". The signature is written in a cursive, flowing style.

Michelle S. Grant

MSG:jpo

³ See <https://www.unitedhealthgroup.com/content/dam/sustainability-report/2024/pdf/2024-sustainability-report.pdf#page=66>.

EXHIBIT M

Clarkson

Glenn Danas, Esq.
Partner

Clarkson Law Firm P.C.
22525 Pacific Coast Highway
Malibu, CA 90265
Tel: (213) 788-4050
Direct: (213) 786-1071
Fax: (213) 788-4070
gdanas@clarksonlawfirm.com

December 4, 2025

VIA EMAIL

Nicole Engisch
Michelle S. Grant
Shannon L. Bjorklund
David C. Racine
DORSEY & WHITNEY LLP
500 South 6th Street, Suite 1500
Minneapolis, MN 55402
engisch.nicole@dorsey.com
grant.michelle@dorsey.com
bjorklund.shannon@dorsey.com
racine.david@dorsey.com

Nicholas J. Pappas
DORSEY & WHITNEY LLP
51 West 52nd Street
New York, NY 10019
pappas.nicholas@dorsey.com

Re: *Estate of Gene B. Lokken, et al. v. UnitedHealth Group, Inc., et al.*
No. 0:23-cv-3514 (JRT/SGE)

Counsel:

I write in response to your November 12, 2025 letter and November 20, 2025 Amended Responses to Plaintiffs' First Set of Discovery Requests.

I. Defendants' Position on the Scope of Plaintiffs' Claims is Baseless and Has Been Rejected by the Court.

At the outset, Plaintiffs are concerned that Defendants continue to refuse to participate in discovery based on the position that Judge Tunheim's Order on Defendants' motion to dismiss limited the scope of discoverable information. Defendants have refused to respond to several requests based on Defendants' view that the case has been limited in a way that limits Plaintiffs' access to relevant information. Defendants persist in this position despite the Court's having squarely rejected Defendants' argument.

Defendants' argument that Judge Tunheim limited the scope of Plaintiffs' contract claims has been briefed twice over, argued, met-and-conferred upon, and rejected by the Court. Judge Tunheim's order made clear that Plaintiffs' contract claims survived Defendants' motion to

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dismiss, including the preemption arguments, in their entirety. Judge Tunheim's order did not limit the contract claims in the way Defendants' claim, hold them partially preempted, or otherwise limit the factual bases for Plaintiffs' contract claims.

In the Court's Order denying Defendants' motion to dismiss as to the contract claims, Judge Tunheim stated:

Thus, in analyzing these claims the Court would only be required to investigate whether UHC complied with its own written documents. Because ruling on these two claims would require the Court to apply only basic contract principles, the breach of contract and breach of the implied covenant of good faith and fair dealing claims do not regulate the same subject matter as the Medicare Act, and thus are not preempted.

Dkt. 91 at 19. While Judge Tunheim did provide the example of breach of UnitedHealth's contractual promise that claims determinations would be made by "clinical services staff" and "physicians," he did not suggest this example excluded other potential bases for contract claims alleged in the complaint. Defendants provide no support for their position that other bases are preempted. Nor can they, because other bases for Plaintiffs' contract claims would also require the Court only to "investigate whether UHC complied with its own written documents . . . [and] apply only basic contract principles"—following the same rationale for why Plaintiffs' contract claims were not preempted. *Id.*

Defendants have raised this flawed interpretation of Judge Tunheim's order to the Court on two separate occasions and have been rejected both times.

First, Defendants sought reconsideration and clarification of their motion to dismiss. In rejecting this request, the Court clarified: "The contract claims survived preemption due to their independence from the Medicare Act, which limited the Court's analysis to the Evidence of Coverage ("EOC") documents provided by UHC. Accordingly, the contract claims are limited to breaches of EOC terms." Thus, Judge Tunheim did not limit Plaintiffs' claims to any singular basis for breach of contract, but instead any pleaded basis so long as it is limited to "EOC terms" (plural).

Defendants further requested that Plaintiffs clarify the bases for Plaintiffs' contract claims. Plaintiffs directed Defendants to the First Amended Complaint ("FAC"). The FAC describes several instances of misconduct by Defendants, many of which breach EOC terms. All these bases are incorporated into Plaintiffs' contract claims via FAC ¶¶ 183 and 193.

Second, Defendants raised this argument in their motion to bifurcate discovery before Judge Elkins, and once again, the Court rejected Defendants' argument. Judge Elkins stated on multiple occasions that Judge Tunheim's order did not impose discovery limitations in the way Defendants suggest:

And I don't see in Judge Tunheim's order where he has indicated that discovery should somehow vary because he has dismissed the counts preempted by federal law, and I don't understand where the defendants are reading into Judge Tunheim's order that discovery should somehow be bifurcated **or limited to a narrower theory**.

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Mtn. to Amend Sch. Order Transcript at 25:20–25 (emphasis added).

Additionally, this Court does not read Judge Tunheim’s opinion and order granting in part and denying in part defendants’ motion to dismiss as narrowing the scope of the dispute.

Id. at 47:22–25.

Additionally, this Court does not read Judge Tunheim’s Order **as narrowing the scope of the dispute in the way Defendants argue**. This Court does not believe Judge Tunheim intended the parties to litigate only the claims as they relate to the named Plaintiffs first. Rather, Judge Tunheim’s task in ruling on the Motion to Dismiss was to determine whether the claims were preempted by the Medicare Act. As his subsequent Order clarifies, the contract-based claims survived preemption due to their independence from the Medicare Act and because the contract claims were limited to breach of the Evidence of Coverage terms. This Court cannot conceive of a reading of Judge Tunheim’s Orders that limited discovery to the named Plaintiffs.

Dkt. 130 at 6–7 (emphasis added).

While Defendants claim the last excerpt related only to Defendants’ argument that discovery should be bifurcated, that’s not what the order says—the order specifies that Judge Tunheim’s Order “did not narrow the **scope of the dispute** in the way Defendants argue.” Dkt. 130 at 6–7. This reference to the scope of *the dispute* rather than the scope of discovery relates to Defendants’ argument that Plaintiffs’ contract claims were partially preempted, an argument which the Court found to be without merit.

Defendants’ continued refusal to participate in discovery based on an argument that has been twice rejected by the Court unnecessarily delays the discovery process and limits the scope of discovery without a legitimate basis. If Defendants continue to withhold documents and refuse to engage in discovery on this basis, Plaintiffs will move to compel responses. Please confirm by December 11 that Defendants are not withholding information based on this objection. Otherwise, Plaintiffs believe that the meet-and-confer process has been exhausted regarding this issue and Plaintiffs will file a motion to compel.

II. Plaintiffs’ Discovery Requests are Narrowly Drafted to Reach Only Appropriate Time Periods.

Defendants broadly contend that discovery from before July 1, 2019, the date that UnitedHealth began contracting with naviHealth for post-acute care claims review, is “overbroad, not relevant, and not proportional to the needs of the case.” Nov. 12, 2025 Ltr. at 4. Upon learning through an interrogatory that UnitedHealth started using naviHealth for claims review services on July 1, 2019, Plaintiffs agreed to limit several discovery requests to begin at that time.

For some requests, however, Plaintiffs require, and are entitled to, discovery from before that date. Plaintiffs have explained to Defendants on multiple occasions why documents from before July 1, 2019 are relevant and what kind of information Plaintiffs’ requests are intended to

discover.¹ Many of Plaintiffs' discovery requests seeking information from before July 1, 2019 are comparative in nature. Information about how Defendants' policies, practices, claims denial rates, performance metrics, financials, and employee reward or discipline changed over time may provide crucial direct or circumstantial evidence of the impact of Defendants' misconduct, Defendants' intent, damages, and other relevant considerations. *See, e.g.*, RFP 4 (seeking documents relating to post-acute care claims review policies and procedures before and after July 1, 2019); RFP 5 (seeking documents relating to analysis of nH Predict and nH Predict's compliance with generally accepted standards of medical practice and insurance policies); RFP 8 (seeking documents relating to the volume of claims processed by nH Predict over time); RFP 9 (seeking documents relating to the volume of post-acute care claim denials based on medical necessity over time); RFP 11 (seeking documents relating to Defendants' expected and actual claim denial rates for post-acute care); RFP 16 (seeking documents relating to employee performance expectations and evaluations); RFP 17 (seeking documents relating to employee discipline). Showing how these metrics change over time is likely to lead to admissible evidence supporting Plaintiffs' claims.

Other requests concern specific events before July 1, 2019, and are relevant to Plaintiffs' claims. These include how and why nH Predict was developed (RFP 7), government and internal investigations into nH Predict and post-acute care claims review procedures (RFPs 14, 15), and how and why UnitedHealth acquired naviHealth (RFP 12). The development of nH Predict is relevant to Plaintiffs' claims because it shows: (1) how nH Predict works; (2) the development goals of nH Predict; (3) the anticipated benefits of nH Predict; and (4) whether nH Predict was designed to supplant physician decision-making, among other things. Internal and government investigation into nH Predict and Defendants' post-acute care claims review practices, including the Senate Permanent Subcommittee Investigation's investigation into Defendants' use of nH Predict in prior authorization claims (which found "troubling" data about Defendants' use of AI and that Defendants were "substituting judgment about medical necessity with a calculation about financial gain"), are unquestionably relevant to private litigation about the same practices. Similarly, documents about UnitedHealth's acquisition of naviHealth are relevant because they would show: (1) why UnitedHealth acquired naviHealth; (2) what UnitedHealth hoped to gain by acquiring naviHealth; (3) what changes UnitedHealth intended to make to naviHealth's practices and why; and (4) whether UnitedHealth intended to use naviHealth to supplant physician decision-making, among other things.

Plaintiffs have voluntarily limited the time period of several discovery requests where appropriate. Plaintiffs have repeatedly explained to Defendants why requests beyond that period are relevant, necessary, and reach discoverable documents. Defendants' baseless continued relevance objections and unsubstantiated burden objections do not obviate Defendants' obligation to participate in discovery. Please confirm by December 11 that Defendants will produce documents responsive to these requests. Otherwise, Plaintiffs believe that the meet-and-confer process has been exhausted regarding this issue, and Plaintiffs will file a motion to compel.

III. Plaintiffs' Definition of Post-Acute Care is Relevant and Squarely Raised by the Complaint.

Defendants argue that Plaintiffs' definition of post-acute care, which Plaintiffs voluntarily

¹ Other requests, such as RFPs 2 and 19, refer to specific events (this lawsuit) or entities (the AI Review Board) that began later than 2019, and are thus naturally limited to the time period Defendants seek.

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limited to encompassing only inpatient rehabilitation care, skilled nursing care, and long-term rehabilitation care, is “overbroad and expands the scope of multiple requests beyond what is relevant to the remaining claims.” Defendants claim, without support, that “the nH Predict tool is used only in connection with care planning after a member is admitted to a [skilled nursing facility].” Nov. 12, 2025 Ltr. at 5. However, Defendants admit that naviHealth, the entity responsible for developing and deploying nH Predict, “provided care management and utilization review services for ‘other kinds of post-acute care,’” presumably including inpatient rehabilitation and long-term rehabilitation care.

Defendants also ignore the fact that multiple Plaintiffs’ claims, including William Hull and Frank Chester Perry’s, are premised upon Defendants’ denial of prior authorization claims for inpatient rehabilitation care. If Defendants wanted to challenge the factual bases of Plaintiffs’ claims, Defendants could have made a factual challenge to Plaintiffs’ complaint on a motion to dismiss—but Defendants chose not to, and these claims remain part of this litigation. *Cf. Kisting-Leung v. Cigna Corp.*, 780 F.Supp.3d 985, 997–1000 (E.D. Cal. 2025) (factually challenging whether certain plaintiffs’ claims were reviewed by the algorithm at issue using declaration evidence). Having opted not to raise a factual challenge, Defendants may not unilaterally carve out pleaded facts from the scope of discovery.

Defendants’ unsupported assertions about the scope of nH Predict do not circumvent Defendants’ discovery obligations to provide discovery on issues raised squarely by the complaint. Discovery into naviHealth’s claims review practices and the scope of nH Predict’s use are squarely raised by the complaint, remain in the case, and Defendants are obligated to participate in said discovery. Plaintiffs are not required to “take [Defendants’] word” about these key issues at the heart of the case—Plaintiffs are entitled to discovery to test their allegations.

IV. Defendants’ Amended Responses Continue to Violate Defendants’ Discovery Obligations.

Defendants served amended discovery responses on November 20, 2025. Defendants maintain most of the same objections to Plaintiffs’ discovery requests. Plaintiffs briefly address each in turn:

First, Defendants assert inappropriate general objections,² including a general objection to “Requests seeking information beyond claims by the individual named Plaintiffs because . . . discovery regarding class certification and class issues would be unduly burdensome and disproportionate to the needs of the case until such time as the Court rules on any motion for summary judgment on the claims of the named Plaintiffs.” Defendants motion to amend the scheduling order to bifurcate discovery was denied in its entirety and this objection is no longer appropriate. Defendants’ responses also contain various objections about scope and time period that were mooted by Plaintiffs’ voluntary limitations. *See* Oct. 22, 2025 Ltr. Again, please confirm that Defendants are not limiting their discovery responses or search for documents based on this objection.

² Defendants also assert general objections about the definitions of “Post-acute care,” the scope of Plaintiffs’ claims, and to the “Relevant Time Period.” The points are discussed above and will not be reiterated here.

RFP No. 1 seeks documents and communications about the named Plaintiffs, including contracts, claims files, premium payment data, nH Predict Outcome documents, and communications between Plaintiffs and Defendants. Though Defendants have made a partial production responsive to this request, that production was limited to “administrative records.” Am. Resp. at 8. Crying burden, Defendants refuse to provide a complete production, including nH Predict Outcome documents, naviHealth documentation about Plaintiffs’ claims, and communications between Plaintiffs and Defendants. Defendants’ burden objection is baseless for two reasons. First, the objection is premised upon Plaintiffs seeking records from “nearly an eight-year period.” Am. Resp. at 8. Defendants ignore that Plaintiffs have voluntarily limited this request to July 1, 2019 to the present—a six-year period. *See* Oct. 22, 2025 Ltr. at 4. Second, Plaintiffs seek records relating to *eight individuals*—a request unlikely to create an undue burden for Defendants. Defendants’ agreement to produce most of the information sought indicates there is minimal or no burden in searching these records.

RFP No. 2 seeks documents and communications “supporting, qualifying, undermining, or otherwise concerning” Defendants’ defenses, including documents relied upon “in opposition to any motion for class certification, in support of or opposition to any motion for summary judgment, or at trial.” Defendants agree to produce documents they intend to rely upon, but refuse to produce documents that otherwise undermine or concern Defendants’ defenses, citing a boilerplate objection about breadth and burden. Plaintiffs demand Defendants substantiate their objection or agree to produce documents fully responsive to this request by December 11.

RFP No. 3 seeks organizational charts about the structures of Defendants’ entities and employee hierarchies. Defendants agree to search for organizational charts sufficient to identify certain naviHealth leadership or documents located by custodial searches, but refuse to produce other documents. Defendants’ objections to this request similarly ignore the voluntary limitations to (1) the relevant period, and (2) the type of insurance plan targeted by this request. *See* Oct. 22, 2025 Ltr. at 4. To move forward with productions responsive to this request, Plaintiffs agree to limit this request to documents demonstrating full hierarchies or organizational structures for naviHealth Medical Directors and SICCs (not just leadership staff) and UnitedHealth employees responsible for post-acute care management, appeals, or claims review. These documents are essential for identifying potential deponents and document custodians. Please let us know by December 11 if this limitation is acceptable.

RFP No. 4 seeks documents and communications relating to Defendants’ post-acute care claims determination policies and practices. Though Defendants have made a small partial production responsive to this request, consisting of training materials and “other policy documents sufficient to show how medical directors apply Medicare criteria in coverage determinations for skilled nursing facilities and how nH Predict is used at naviHealth,” this production is insufficient for several reasons. First, these documents do not provide sufficient information on how SICCs, the primary employees responsible for interfacing with nH Predict, are trained or how they use nH Predict in practice. These documents are also limited to skilled nursing facilities and only go back to July 1, 2019, which is inappropriate for the reasons stated above. Please produce documents fully responsive to this request.

RFP No. 5 seeks documents and communications discussing or analyzing nH Predict and its performance, including its compliance or adherence to generally accepted standards of medical practice (as required by the EOCs) or the EOCs generally. Despite this being a separate discovery

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request seeking completely different documents, Defendants offer only the same production as offered in response to RFP No. 4. Plaintiffs request Defendants provide a response tailored to *this* request.

RFP No. 6 seeks documents and communications concerning complaints and grievances made in connection with naviHealth, nH Predict, or denials of post-acute care claims. Defendants refuse to produce any documents responsive to this request. Defendants' objections rely in part on Defendants' failure to recognize that Plaintiffs already limited the applicable time period for this request and Defendants' unfounded relevancy objections relating to the definition of post-acute care and the scope of Plaintiffs' claims, as addressed above. Defendant asserts that this request would cover "complaints regarding providers and complaints related to processing of claims for routine office visits years after any hospitalization," Am. Rsp. at 15, but that is untrue because such complaints would not "concern[] naviHealth, nH Predict, [or] denials of post-acute care claims." Plaintiffs demand Defendants substantiate their objections or produce documents responsive to this request. Please let us know Defendants' position by December 11, or Plaintiffs will move to compel responses to this request.

RFP No. 7 seeks documents and communications "concerning the development, design, creation, approval, implementation, and use of" nH Predict. In response, Defendants offer the same production as offered in response to RFP Nos. 4 and 5 (which is not responsive to this request) and refuse to produce documents responsive to this request. As explained above and to Defendants on multiple calls, the development of nH Predict is relevant to Plaintiffs' claims because it shows: (1) how nH Predict works; (2) the development goals of nH Predict; (3) the anticipated benefits of nH Predict; and (4) whether nH Predict was designed to supplant physician decision-making, among other things. Please let us know by December 11 if Defendants will produce documents responsive to this request or Plaintiffs will proceed with a motion to compel.

RFP No. 8 seeks documents, communications, and data relating to the number of claims processed using nH Predict. Defendants claim there are no documents responsive to this request because "Defendants do not use nH Predict to make coverage determinations and do not 'process' claims using nH Predict." Am. Rsp. at 17. This is an instance of Defendants moving the goal posts, as Defendants' position throughout this litigation has been that nH Predict is a tool used in the **processing** of claims, but not as the deciding factor (though this is contradicted by Plaintiffs, former naviHealth employees, investigative journalists, and the United States Senate). Thus, nH Predict is used in claims **processing**—i.e., as part of the claim determination **process**. Defendants' "response" to this request is inappropriate gamesmanship, feigned ignorance, and may constitute sanctionable misconduct. Plaintiffs demand Defendants produce documents responsive to this request. Please let us know by December 11 if Defendants will produce documents responsive to this request or Plaintiffs will proceed with a motion to compel.

RFP No. 9 seeks documents, communications, and data relating to the number of Notices of Medicare Non-Coverage ("NOMNCs") issued during the relevant period. Defendants' objections rely largely upon Defendants' misguided objections to the scope of Plaintiffs' claims, the relevant time period, and the definition of post-acute care addressed above. Defendants offer to produce documents limited to: (1) continued stay (or "concurrent") denials; (2) for insureds in skilled nursing facilities; (3) from November 14, 2019 to October 31, 2025. Defendants' proposal is improperly narrow—Defendants are obligated to produce records relating to: (1) both continued stay/concurrent denials and prior authorization denials, as raised in the complaint; (2) for all kinds

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of post-acute care claims reviewed by naviHealth; and (3) for the entirety of the relevant period, as comparative data will provide valuable evidence in this case which unquestionably clears the relevancy threshold. Please let us know by December 11 if Defendants will produce documents responsive to this request or Plaintiffs will proceed with a motion to compel.

RFP No. 10 seeks documents, communications, and data relating to the number of post-acute care claim denials processed by Defendants annually. Defendants assert the same objections as in response to RFP No. 9 and offer the same improperly limited (and non-responsive) production. For the same reasons as RFP No. 9, Defendants' proposed production is inadequate and inconsistent with their discovery obligations. Please let us know by December 11 if Defendants will produce documents responsive to this request or Plaintiffs will proceed with a motion to compel.

RFP No. 11 seeks documents, communications, and data relating to Defendants' expected and actual claim denial rates for post-acute care claims. Defendants assert the same objections as in response to RFP Nos. 9 and 10 and offer the same improperly limited (and non-responsive) production. For the same reasons as RFP Nos. 9 and 10, Defendants' proposed production is inadequate and inconsistent with their discovery obligations. Please let us know by December 11 if Defendants will produce documents responsive to this request or Plaintiffs will proceed with a motion to compel.

RFP No. 12 seeks documents and communications relating to UnitedHealth's acquisition of naviHealth. Defendants refuse to produce documents in response to this request, citing relevance and burden. Documents about UnitedHealth's acquisition of naviHealth are relevant because they would show: (1) why UnitedHealth acquired naviHealth; (2) what UnitedHealth hoped to gain by acquiring naviHealth; (3) what changes UnitedHealth intended to make to naviHealth's practices and why; and (4) whether UnitedHealth intended to use naviHealth to supplant physician decision-making, among other things. Plaintiffs are willing to meet and confer about potential limitations to the scope of this request to address Defendants' burden objections, but will not accept Defendants' refusal to produce documents responsive to this request. Please let us know by December 11 if Defendants will produce documents responsive to this request or Plaintiffs will proceed with a motion to compel.

RFP No. 13 seeks documents, communications, and data relating to Defendants' valuation, revenue, profits, and financial metrics. Citing breadth, relevance, and proportionality, Defendants refuse to produce documents in response to this request. This information is relevant because it shows the financial impact of Defendants' unlawful practices and tends to demonstrate Defendants' motivations for their unlawful misconduct. Plaintiffs are willing to meet and confer about potential limitations to the scope of this request to address Defendants' burden objections, but will not accept Defendants' refusal to produce documents responsive to this request. Please let us know by December 11 if Defendants will produce documents responsive to this request or Plaintiffs will proceed with a motion to compel.

RFP No. 14 seeks documents and communications concerning internal or government investigations into Defendants' post-acute care policies or practices, Defendants' use of nH Predict, or the use of algorithms and AI to assess or adjudicate claims. Defendants refused to produce any documents responsive to this request, citing breadth, burden, proportionality, and relevance objections. First, Plaintiffs wish to clarify the intended scope of this request—this

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request is intended to reach *post-acute care* policies, practices, or operations, not *all* policies, practices, or operations. Given this clarification, Plaintiffs expect Defendants' objections are somewhat abated. Second, internal and government investigations into nH Predict and Defendants' post-acute care claims review practices, including the Senate Permanent Subcommittee Investigation's investigation into Defendants' use of naviHealth and nH Predict in prior authorization claims, are unquestionably relevant to private litigation about the same practices. Defendants have indicated that they are not willing to respond to this request in any capacity. Thus, the parties are at an impasse. Please let us know by December 11 if Defendants will produce documents responsive to this request or Plaintiffs will proceed with a motion to compel.

RFP No. 15 seeks all documents and communications produced by Defendants to government agencies or regulatory bodies concerning Defendants' assessment and adjudication of medical claims. Defendants refused to produce any documents responsive to this request, citing breadth, burden, proportionality, and relevance objections. Plaintiffs agree to limit this request to post-acute care claims in Medicare Advantage plans, rather than all medical claims. Defendants' burden objection is baseless, as this request seeks only documents and communications *already produced* to the government—documents that have been collected, reviewed, checked for privilege and work product, and otherwise determined fit for release. Defendants suffer no burden from producing documents that have already been identified, reviewed, and produced to a third party. Please let us know by December 11 if Defendants will produce documents responsive to this request or Plaintiffs will proceed with a motion to compel.

RFP No. 16 seeks documents and communications relating to naviHealth employee performance expectations, evaluations, and bonus compensation. Defendants offer a limited production of documents “sufficient to identify any criteria naviHealth used from July 1, 2019 to the present in evaluating the performance of Medical Directors involved in making continuing coverage determinations for treatment in skilled nursing facilities.” Am. Rsp. at 26. These limitations are inappropriate for the reasons stated above. Defendants must produce records for both medical directors and SICC's responsible for (1) both continued stay/concurrent denials and prior authorization denials, as raised in the complaint; (2) for all kinds of post-acute care claims reviewed by naviHealth; and (3) for the entirety of the relevant period, as comparative data will provide valuable evidence in this case which unquestionably clears the relevancy threshold. Defendants' response also makes unclear whether Defendants will produce information related to bonus compensation—please clarify whether Defendants intend to produce that information. Please let us know by December 11 if Defendants will produce documents responsive to this request or Plaintiffs will proceed with a motion to compel.

RFP No. 17 seeks documents and communications relating to disciplinary actions taken against naviHealth employees for failure to meet performance expectations. Defendants refuse to produce any documents in response to this request, citing Defendants' flawed interpretation of the scope of Plaintiffs' claims, relevance, and confidentiality. This information is relevant because documents showing naviHealth disciplines employees who do not adhere to nH Predict's recommendations tend to resolve the key issue in the case. To the extent Defendants are concerned about privacy or confidentiality, these documents can be marked confidential per the Protective Order entered in this case. Please let us know by December 11 if Defendants will produce documents responsive to this request or Plaintiffs will proceed with a motion to compel.

RFP No. 18 seeks Evidence of Coverage contracts, NOMNCs, and nH Predict Outcome

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documents applicable to class members. Defendant agrees to search for “template NOMNCs” and “template nH Predict Outcome reports,” but refuses to produce Evidence of Coverage contracts. This is a breach of contract class action asserting breach of contract and breach of the implied covenant of good faith and fair dealing claims. As Defendants emphasize, whether Defendants complied with Evidence of Coverage contract terms is the key question in this case. Please let us know by December 11 if Defendants will produce documents responsive to this request or Plaintiffs will proceed with a motion to compel.

RFP No. 19 seeks documents and communications relating to Defendants’ “Responsible AI Board” as identified in a Wall Street Journal article. First, Plaintiffs note that the Artificial Intelligence Review Board was readily identifiable based on the language of Plaintiffs’ RFP No. 19 as originally drafted, and Defendants’ feigned ignorance and borderline misrepresentation that the organization did not exist is inappropriate and may violate Defendants’ counsel’s obligations under the FRCP and the Model Rules of Professional Conduct. Now that Defendants have disclosed the existence of the Artificial Intelligence Review Board, Defendants refuse to produce any documents in response to this request, citing relevance objections. Defendants’ internal audits or reviews of naviHealth and Defendants’ broader policies and practices about the use of AI throughout their organization inform whether Defendants’ use of nH Predict was lawful. Please let us know by December 11 if Defendants will produce documents responsive to this request or Plaintiffs will proceed with a motion to compel.

Interrogatory No. 2 seeks to identify all insureds who were issued NOMNCs by naviHealth during the relevant period. In response, Defendants identify only the named Plaintiffs and state that they will “produce data to identify NOMNCs issued by naviHealth for skilled nursing facilities from November 14, 2019 to October 31, 2025 for individuals insured under a Medicare Advantage Plan underwritten by UnitedHealthcare, Inc., United HealthCare Services, Inc., or any of their subsidiaries.” Am. Resp. at 8. This response is unresponsive—Plaintiffs seek a list naming putative class members (which is standard in class action cases where a class list is readily identifiable from the defendant’s records), not a production of denial letters already requested in a Request for Production. Please let us know by December 11 if Defendants will provide a substantive response to this request or Plaintiffs will proceed with a motion to compel.

Interrogatory No. 3 seeks to identify “all Employees involved in decisions to issue NOMNCs to insureds during the Relevant Period.” Defendants respond by identifying the medical directors responsible for denying Plaintiffs’ claims and by stating that “[t]here are currently approximately 130 Medical Directors,” but failing to identify those medical directors. Defendants’ response also fails to identify prior medical directors who worked for naviHealth during the relevant period or to identify SICCs, who are also involved in decisions to issue NOMNCs to insureds as they issue NOMNC recommendations to medical directors. Defendants’ response is insufficient, hinders Plaintiffs’ ability to identify deponents, and not responsive to Plaintiffs’ request. Please let us know by December 11 if Defendants will provide a substantive response to this request or Plaintiffs will proceed with a motion to compel.

Interrogatory No. 4 seeks to identify “all Employees responsible for training naviHealth Medical Directors and SICCs during the Relevant Period.” Defendants respond by identifying four individuals responsible for training Medical Directors and three individuals responsible for training SICCs. Defendants’ response contains at least two issues. First, Defendants’ response is improperly limited to training for skilled nursing claims, rather than all post-acute care claims.

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Second, Defendants' response omits the names of naviHealth trainers responsible for training former naviHealth employees in contact with Plaintiffs' counsel. Plaintiffs request that Defendants reexamine their response to this request to ensure that they are not, intentionally or otherwise, concealing discoverable information from Plaintiffs. Defendants' failure to adequately respond to this request hinders Plaintiffs' ability to identify deponents in this case. Please let us know by December 11 if Defendants will provide a substantive response to this request or Plaintiffs will proceed with a motion to compel.

Interrogatory No. 7 seeks to identify "all versions of UHC's Evidence of Coverage document in each state during the Relevant Period." Defendants respond by refusing to identify EOC documents beyond those of Plaintiffs. This is a breach of contract class action asserting breach of contract and breach of the implied covenant of good faith and fair dealing claims. As Defendants emphasize, whether Defendants complied with the Evidence of Coverage contract terms is the key question in this case. Thus, Defendants' refusal to provide the contracts at issue is unreasonable, but Plaintiffs are willing to meet and confer as Defendants suggest.

Interrogatory No. 8 seeks to identify the "average monthly premium payments" made by insureds each year during the relevant period. Defendants refuse to respond, citing breadth and burden. This request seeks a financial metric that Defendants likely already track and is relevant to Plaintiffs' theory of damages in this case. Please let us know by December 11 if Defendants will provide a substantive response to this request or Plaintiffs will proceed with a motion to compel.

Interrogatory No. 11 seeks to identify persons involved in the development, design, creation, implementation, approval, and compliance of nH Predict. Defendants refuse to respond citing a relevance objection and other boilerplate burden and proportionality objections. As explained, the development of nH Predict is relevant to Plaintiffs' claims because it shows: (1) how nH Predict works; (2) the development goals of nH Predict; (3) the anticipated benefits of nH Predict; and (4) whether nH Predict was designed to supplant physician decision-making, among other things. The people responsible for its development are valuable and necessary deponents in this case. Please let us know by December 11 if Defendants will provide a substantive response to this request or Plaintiffs will proceed with a motion to compel.

Interrogatory No. 12 seeks to identify the members of the Artificial Intelligence Review Board. Defendants refuse to respond, citing a relevance objection. The people responsible for auditing and overseeing the use of AI tools like nH Predict are valuable and necessary deponents in this case. Please let us know by December 11 if Defendants will provide a substantive response to this request or Plaintiffs will proceed with a motion to compel.

Please let us know if you would like to meet and confer about any of these issues. For issues in which we have indicated the parties are at an impasse, Plaintiffs are preparing a motion to compel to raise them with the Court.

Very truly yours,



Glenn A. Danas

EXHIBIT N



MICHELLE S. GRANT
Partner; Local Department Co-Head Trial
(612) 340-5671
FAX (612) 340-8738
grant.michelle@dorsey.com

December 15, 2025

VIA EMAIL

Glenn Danas, Esq.
Partner, Clarkson Law Firm P.C.
22525 Pacific Coast Highway
Malibu, CA 90265
gdanas@clarksonlawfirm.com

**Re: Estate of Gene B. Lokken, et al. v. UnitedHealth Group, Inc., et al.
No. 0:23-cv-3514 (JRT/SGE)**

Counsel:

I write to follow-up on our prior correspondence regarding proposed custodians and search terms.

I. Custodians

In my letter dated October 27, 2025, Defendants proposed 15 initial document custodians. We also agree to add Dr. Leila Hosseini to the list, for the following 16 initial document custodians

1. Dr. Elizabeth Allen
2. Dr. Richard Crandall
3. Dr. Sue Hage
4. Dr. Anna Headly
5. Dr. Matthew Jones
6. Dr. Sarah Martinez
7. Dr. Kenya Rivas
8. Dr. James Roth
9. Dr. Danielle Zelnick
10. Dr. Thomas Edmondson



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11. Susie-Welsh Gustafson
12. Dr. Christine Metz
13. Andrea Vogler
14. Aaron Thomas
15. Jonelle Kirpatrick
16. Dr. Leila Hosseini

These individuals include the Medical Directors for the named Plaintiffs, Dr. Edmondson, and others responsible for training both Skilled Inpatient Care Coordinators (“SICCs”) and Medical Directors as identified in Defendants’ Amended Response to Interrogatory No. 4.

Plaintiffs requested Defendants add the following custodians: Laura Tesar, Richard Van Dam, Jacqueline Ho Arends (we believe you meant Jaclyn Arends), Michael Swedenberg, and Helene McDowell. Defendants do not agree to add these custodians at this time. While Ms. Tesar was involved in training relating to nH Predict, her involvement was prior to July 1, 2019. In 2019, she moved to a different role as Director of Network, Provider Engagement and then later as a Network Education Consultant. Ms. Tesar has not been employed by the company since March 2022. Dr. Van Dam and Dr. Arends are involved in training of Medical Directors, but Dr. Van Dam’s primary responsibility for training relates to long-term acute care (“LTAC”) and Dr. Arend’s primary responsibility is inpatient rehabilitation facilities (“IRFs”). As we have previously explained, nh Predict is a tool to assist with care coordination and discharge planning after a member is admitted to a SNF and is not used in relation to other post-acute care facilities. Dr. Edmondson was the Medical Director with the subject matter expertise and primary responsibility for training naviHealth Medical Directors regarding continued stay reviews for skilled nursing facilities. We have also included Dr. Metz, Dr. Vogler, and Dr. Hosseini as custodians as well as the individual Medical Directors involved in the review of the continuing stay SNF requests for named Plaintiffs. Adding Dr. Van Dam and Dr. Arends would pull in a significant number of documents relating to IRFs and LTACs that are not relevant and would be unduly burdensome and not proportional to the needs of the case. As such, we believe it is appropriate to start with Dr. Edmondson and the other Medical Directors already identified for the initial custodian searches. If, later, you believe this is insufficient, we can meet and confer to discuss.

II. Search Terms

As previously conveyed in my letter dated November 5, 2025 and email dated November 7, 2025, Plaintiffs’ proposed search terms resulted in an unduly burdensome and highly disproportionate number of hits across Defendants’ custodial data.



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The below chart includes raw hits (the number of documents in which a search term appears), reviewable hits (the total number of documents with hits and all family members), and unique hits (the number of documents in which that search term appears and no other search terms appear) for Plaintiffs' proposed search terms:

Term	Hits	Total Documents with Family	Unique Hits
"nH predict"	22,825	35,515	424
nhPredict	1,017	3,314	24
(outcome w/25 (report* OR NaviHealth OR predict OR "nH Predict" OR nhPredict)) w/50 NOMNC	7,002	11,891	4
((NaviHealth OR predict OR "nH Predict" OR nhPredict OR outcome* OR report*) w/25 (final OR rule*))	27,599	45,211	3,487
NOMNC w/25 (final OR rule*)	2,099	5,160	315
(ELOS OR ALOS OR LOS OR "length of stay" OR "date of discharge") w/25 (variance OR KPI* OR goal* OR TAT OR "turnaround time" OR lag OR SLA*)	1,916	4,325	42
(predict OR nhPredict OR "nH Predict" OR NaviHealth) w/50 (NOMNC* OR outcome* OR report* OR "care plan")	219,899	267,968	123,359
((NOMNC* OR outcome* OR report*) w/50 (LOS OR ELOS OR ALOS OR "length of stay" OR "date of discharge"))	14,265	25,364	366
(maintain* OR reduc* OR limit* OR adher*) w/50 ("ELOS" OR "ALOS" OR "LOS" OR "length of stay" OR (discharge w/5 (plan OR date)) OR "LCD" OR "last covered date" OR (cover* w/3 date))	6,333	15,915	614
("nh Predict" OR predict OR nhPredict OR NaviHealth) w/50 (discharge* OR plan* OR "DC" OR "D/C" OR home OR ((projected OR estimated OR actual) w/5 discharge))	115,422	151,707	27,235
("ELOS" OR "ALOS" OR "LOS" OR "length of stay") w/50 (discharge* OR plan* OR "DC" OR "D/C" OR home OR ((projected OR estimated OR actual) w/5 discharge))	14,912	28,339	408
actual w/25 (LOS OR "length of stay")	1,693	5,527	5
(above OR past OR beyond OR over OR surpass* OR greater OR compli*) w/50 ("ELOS" OR "ALOS" OR "LOS" OR "length of stay" OR (discharge w/5 (date)))	13,066	25,537	523



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Term	Hits	Total Documents with Family	Unique Hits
("nH Predict" OR nhPredict OR predict OR NaviHealth OR outcome OR report* OR NOMNC) w/50 (medic* w/2 necess*)	15,616	29,863	2,315
("ELOS" OR "ALOS" OR "LOS" OR "length of stay") w/50 (medic* w/2 necess*)	681	1,662	3
("nH Predict" OR nhPredict OR predict OR NaviHealth OR NOMNC OR outcome OR report*) w/50 ((medicare OR CMS) w/5 (requirement* guidelin*) OR (medic* w/2 standard*))	308	837	0
((("ELOS" OR "ALOS" OR "LOS" OR "length of stay") w/50 ((medicare OR CMS) w/5 (requirement* guidelin*)) OR (medic* w/2 standard*))	3,607	10,290	831
"discharge drilldown"	1	1	0
"provider resistance"	532	1,177	158
"den*" w/25 ("skilled nursing facility" OR "SNF")	40,648	67,695	12,230
"InterQual guidelines" w/25 ("SNF" OR "skilled nursing facility")	28	231	16
"SNF Outcomes Prediction" OR "SNF OP"	170	570	0
TOTAL	286,231	344,865	

An unusually large number of unique hits suggests the term is overinclusive. In my letter dated November 20, 2025, I provided some specific examples of the overbreadth of Plaintiffs' proposed search terms. As noted in that letter, Plaintiffs' inclusion of naviHealth in several search term strings results in potential hits on: (1) the domain name in the to and from fields for certain email addresses that were @navihealth.com, (2) employee's email signatures, (3) the title page of PowerPoints, and (4) every document containing the company's logo. For example, your proposed search term (predict OR nhPredict OR "nH Predict" OR NaviHealth) w/50 (NOMNC* OR outcome* OR report* OR "care plan") pulled in 267,968 documents and – more importantly – 123,359 unique hits. This includes potential hits on documents like an attached warning to every external email that instructed the reader to “**Report**” suspicious communications. So, every external email containing “@navihealth.com” within fifty words of the word “**report**” would be encompassed in the search. The other proposed search terms with naviHealth are problematic for the same reasons. For example, ((NaviHealth OR predict OR "nH Predict" OR nhPredict OR outcome* OR report*) w/25 (final OR rule*)) hit on emails referencing a “**final** draft” of a document.

Based on these findings and in light of consideration of Plaintiffs' proposed search terms, Defendants will agree to the following modified search terms:



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Term	Hits	Total Documents with Family	Unique Hits
"nH Predict"	22,826	35,516	9,520
nHPredict	1,017	3,314	87
(outcome w/3 (report* OR predict)) w/25 NOMNC	5,830	9,379	0
(outcome w/3 (report* OR predict)) w/25 ("final rule") AND (SNF* or "Skilled nursing facilit*") NOMNC w/15 (final /3 rule) AND (SNF* or "Skilled nursing facilit*")	9	29	0
(ELOS OR ALOS OR LOS OR "length of stay") w/25 (variance OR KPI* OR goal* OR TAT OR "turnaround time" OR lag OR SLA*)	1,903	4,312	214
(outcome w/3 (report* OR predict)) w/25 (NOMNC* OR "care plan")	5,974	9,883	124
((NOMNC* OR (outcome w/3 (report* OR predict))) w/25 (LOS OR ELOS OR ALOS OR "length of stay" OR "date of discharge"))	10,301	17,940	1,278
(maintain* OR reduc* OR limit* OR adher*) w/25 ("ELOS" OR "ALOS" OR "LOS" OR "length of stay" OR (discharge w/5 (plan OR date)) OR "LCD" OR "last covered date" OR (cover* w/3 date))	4,091	11,359	1,568
(outcome w/3 (report* OR predict)) w/25 (discharge* OR plan* OR "DC" OR "D/C" OR home OR ((projected OR estimated OR actual) w/5 discharge))	7,167	17,237	1,656
("ELOS" OR "ALOS" OR "LOS" OR "length of stay") w/25 (discharge* OR plan* OR "DC" OR "D/C" OR home OR ((projected OR estimated OR actual) w/5 discharge))	9,071	19,972	1,608
actual w/10 (LOS OR "length of stay") AND (SNF* or "Skilled nursing facilit*")	1,327	4,692	85
(above OR past OR beyond OR over OR surpass* OR greater OR compl*) w/25 ("ELOS" OR "ALOS" OR "LOS" OR "length of stay" OR (discharge w/5 (date)))	6,784	15,634	1,918
((outcome w/3 (report* OR predict)) OR NOMNC) w/25 ((medic* w/2 necess*) AND ("SNF*" OR "skilled nursing facilit*"))	1,049	4,600	703
("ELOS" OR "ALOS" OR "LOS" OR "length of stay") w/25 (medic* w/2 necess*)	411	1,018	48
(outcome w/3 (report* OR predict OR NOMNC)) w/25 ((medicare OR CMS) w/5 ("requirement* guidelin*"))	0	0	0



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Term	Hits	Total Documents with Family	Unique Hits
OR (medic* w/2 standard*)) AND ("SNF*" OR "skilled nursing facilit*")			
((("ELOS" OR "ALOS" OR "LOS" OR "length of stay") w/25 ((medicare OR CMS) w/5 (requirement* guidelin*)) OR (medic* w/2 standard*))	3,603	10,286	2,932
"discharge drilldown"	1	1	0
("den*" w/25 ("skilled nursing facilit*" OR "SNF*")) w/25 (outcome w/3 (report* OR predict))	129	319	5
"InterQual guidelines" w/25 ("SNF" OR "skilled nursing facility")	23	226	17
"SNF Outcomes Prediction" OR "SNF OP"	156	556	7
"provider resistance" AND (SNF OR "skilled nursing facility")	376	844	25
TOTAL	26,105	49,955	

Defendants have begun their review of the documents for the above custodians and identified search terms. Defendants reserve their right to modify the above search terms or custodians and reserve their right to use Continuous Active learning to potentially cull documents from the review based on relevancy rate, subject to meet and confers as required under the ESI Protocol.

Please let me know if you have any questions or would like to schedule a call to discuss.

Regards,

Michelle S. Grant

EXHIBIT O



MICHELLE S. GRANT
Partner; Local Department Co-Head Trial
(612) 340-5671
FAX (612) 340-8738
grant.michelle@dorsey.com

January 6, 2026

VIA EMAIL

Glenn Danas, Esq.
Partner, Clarkson Law Firm P.C.
22525 Pacific Coast Highway
Malibu, CA 90265
gdanas@clarksonlawfirm.com

Re: Estate of Gene B. Lokken, et al. v. UnitedHealth Group, Inc., et al.
Civil No. 0:23-cv-3514 (JRT/SGE)

Counsel:

I write in response to your letter dated December 4, 2025, and in follow-up to our lengthy discussion on December 22, 2025.

At the outset, Plaintiffs' claim throughout the letter—that Defendants are "refusing to participate in discovery"—is false. Over the past three months, Defendants have engaged in extensive negotiations regarding the ESI protocol, provided amended discovery responses following those discussions, produced documents, and begun a significant review of custodial documents. Defendants also have initiated and participated in extensive discovery discussions and correspondence with Plaintiffs to narrow discovery disputes and have attempted to understand the purported relevancy of many of Plaintiffs' discovery requests. Although the parties have a number of disagreements regarding the remaining claims and the relevancy of many of Plaintiffs' discovery requests, Defendants have not refused to participate in discovery as Plaintiffs allege. Defendants believe that our discussions regarding discovery have been productive in narrowing disputes and remain open to continued discussions. As further discussed below, Defendants have modified a number of their positions in response to Plaintiffs' concerns and we are hopeful that Plaintiffs will do the same in the same spirit of compromise Defendants have demonstrated.

I. Defendants' Relevancy Objections

A. Plaintiffs' Contract Claims

The parties disagree regarding the impact of Judge Tunheim's dismissal order. Defendants have set forth their position and I will not reiterate that here.



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Despite that disagreement, the impasse regarding the scope of Plaintiffs' remaining contract claims and relevant discovery also appears to stem from the parties' respective understandings of the breach alleged in the Amended Complaint.

In their breach of contract claim in the Amended Complaint, Plaintiffs allege that:

187. Each insurance agreement includes a provision stating: "Commitment of Coverage Decisions. UnitedHealthcare's Clinical Services Staff and Physicians make decisions on the health care services you receive based on the appropriateness of care and service and existence of coverage."
188. Plaintiffs and the Class performed their obligations under the contract by paying the amounts due under the contract timely.
189. Defendants breached each insurance agreement by, without limitation, failing to keep its promise to fulfill its fiduciary duties to policyholders, abide by applicable state laws, provide a thorough, fair, and objective investigation of each submitted claim prior to a claim denial, and provide written statements to Plaintiffs and the Class, accurately listing all bases for Defendants' denial of claims and the factual and legal bases for each reason given for such denial.
190. Defendants further breached each agreement by making coverage determinations based upon the prediction of the nH Predict AI Model, rather than "the appropriateness of care and service and existence of coverage."
191. By using the nH Predict AI Model to unreasonably deny Plaintiffs' and Class members' claims without an adequate individualized investigation, Defendants breached the insurance agreement.

In their claim for breach of the implied covenant of good faith and fair dealing, Plaintiffs allege that:

196. Defendants have breached their duty of good faith and fair dealing by, among other things:
 - a. Improperly delegating their claims review function to the nH Predict system which uses an automated process to improperly deny claims;
 - b. Failing to require its agents to conduct a thorough, fair, and objective investigation of each submitted claim, such as examining patient records, reviewing coverage policies, and using their expertise to decide whether to approve or deny claims to avoid unfair denials.



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The alleged breach stated in both claims is that Defendants breached the EOC terms by making adverse coverage determinations based on nH Predict instead of by making such determinations through clinical services staff or physicians. Plaintiffs reinforced this foundational assertion by reciting the alleged common questions as:

- a. Whether Defendants' delegation of coverage determinations to an automated procedure resulted in a failure to diligently conduct a thorough, fair, and objective investigation into determinations of claims for medical expenses submitted by insureds and/or healthcare providers;
- b. Whether Defendants' denials of coverage are based on its use of nH Predict AI Model to determine a patients' care needs based on Defendants' internally generated criteria;
- c. Whether Defendants failed to adopt and implement reasonable standards for the prompt investigation and processing of claims arising under insurance policies; and
- d. Whether Defendants have a practice of relying on the nH Predict AI Model to make coverage denials instead of engaging in good-faith individual coverage determinations.

Am. Compl. ¶¶ 176.

During our discussions, Plaintiffs contended that their contract claims are not limited to the alleged breach Judge Tunheim analyzed and that Defendants' analysis regarding the scope of the remaining claims is erroneous because the contract claims allege other "breaches of EOC terms." In their July 31, 2025 letter, the only other EOC provision Plaintiffs pointed to is the allegation in Paragraph 189 where Plaintiffs allege that Defendants breached the provision requiring Defendants to "provide written statements to Plaintiffs and the Class, accurately listing all bases for Defendants' denial of claims and the factual and legal bases for each reason given for such denial." Plaintiffs did not point to a specific provision in the EOC, but we understand Plaintiffs are referring to provisions in the EOCs that state that "**If our answer is no to part or all of what you requested, we will send you a written statement that explains why we said no.**" See, e.g., UHG_Lokken 00000262 (emphasis in original). In the December 4, 2025 letter, Plaintiffs cite to Paragraphs 183 and 193, both of which incorporate by reference earlier allegations and do not specify how Plaintiffs allege the EOCs were breached.

Relevant to the breach of contract claims in the Amended Complaint, Defendants have agreed to produce documents sufficient to show the applicable training materials and other policy documents addressing how medical directors apply Medicare criteria in coverage determinations for skilled nursing facilities ("SNFs") and how nH Predict is used at naviHealth for UHC Medicare Advantage Plans from July 1, 2019, to present. As for the EOC provision regarding written statements, in connection with denials of coverage for



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SNFs, SNFs must provide a Notice of Medicare Non-Coverage (“NOMNC”) to beneficiaries when their Medicare covered services are ending. A Detailed Explanation of Non-Coverage (“DENC”) is given only if a member appeals. Defendants have produced the NOMNCs and DENCs for the named Plaintiffs. Defendants also have agreed to produce template NOMNCs in response to RFP No. 18. Defendants also refer Plaintiffs to the discussion below regarding RFP No. 18.

B. Plaintiffs’ Requested Time Period

Plaintiffs continue to insist that they are entitled to discovery from before July 1, 2019 even though nH Predict was not used in any way with respect to UHC Medicare Advantage Plans before that date. Plaintiffs argue they are entitled to discovery of all documents and data from before July 1, 2019, because how naviHealth’s “claims and practices changed” over time is relevant as “comparative evidence” to show how “practices changed.” In the Amended Complaint, Plaintiffs allege that the use of nH Predict breached the terms of the EOCs for their UHC Medicare Advantage Plans relating to their stays at skilled nursing facilities in 2023 and 2024. Documents and data relating to the period before nH Predict was used with respect to UHC Medicare Advantage Plans logically shows nothing relating to the Plaintiffs’ claims which arose years later. Nor can such documents establish any relevant fact relating to the claims of the purported class Plaintiffs seek to represent. Requests for such documents and data are not proportional to the needs of the case.

For example, RFP No. 5 seeks all documents and communications discussing or analyzing nH Predict. But, requiring naviHealth to search for and produce all documents discussing or analyzing nH Predict for nearly two years before the date when naviHealth provided *any* services to UHC and during a period when nH Predict was not used in relation to any UHC Medicare Advantage plans is not relevant to whether Defendants complied with the EOCs for Plaintiffs or any other UHC Medicare Advantage members given that naviHealth was not providing any services to UHC during that time period. RFP No. 8 seeks “documents, communications, and data sufficient to identify the number of claims You processed using nH Predict,” and RFP No. 9 seeks “documents, communications and data sufficient to identify the number of Notices of Medicare Non-Coverage (‘NOMNCs’) Defendant naviHealth issued to Insureds for post-acute care claims.” Because naviHealth did not provide utilization management services to UHC before July 1, 2019 (and does not process benefit claims), there are no documents responsive to these requests before July 1, 2019 for UHC Medicare Advantage plans. Therefore, Plaintiffs’ continued insistence for pre-July 1, 2019 information in response to these requests would require production of information related to naviHealth’s customers other than UHC. These documents are not relevant to the claims of either Plaintiffs or the purported class nor is this broad discovery from two-years before the putative class period relating to naviHealth customers other than UHC proportional to the claims or defenses in this action.



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Plaintiffs also contend that documents from before July 1, 2019 regarding the development of nH Predict are relevant because they will show “how nH Predict works,” its “development goals” and “anticipated benefits,” and whether it was designed to supplant physician decision-making. However, the documents regarding the use of nH Predict that Defendants have agreed to produce will also show how nH Predict works, its goals and anticipated benefits, and whether it was *actually* used to supplant physician-decision making as related to Plaintiffs’ claims as well as the class they purport to represent. Plaintiffs will have sufficient documents and information from the putative class period either to support or refute their alleged contract claims, and the claims of the putative class. Plaintiffs’ broad request for documents from two years prior for nearly all of their document requests seeks information that is neither relevant nor proportional.

C. Plaintiffs’ Definition of “Post-Acute Care”

Plaintiffs have refined their definition of post-acute care to skilled nursing facilities, inpatient rehabilitation facilities (“IRF”), and long-term acute care (“LTAC”). Defendants maintain their objections to producing documents and data regarding IRFs and LTACs because, as we have explained, nH Predict was not used by naviHealth in reviewing requests for authorization for either of these facilities. Inasmuch as nH Predict was not used for coverage determinations for stays at such facilities, Plaintiffs cannot represent any purported class of persons who received services at such facilities. As noted in our November 12 letter: the nH Predict tool is used only in connection with care planning for skilled nursing facilities. Defendants already produced documents that confirm this. See e.g., UHG_Lokken_00019250 (workflow document instructing SICCs “[d]o **NOT** generate Outcome if patient is in IRF or LTAC); UHG_Lokken_00018696 (discussing the *SNF* Predict Outcome) (emphasis added); UHG_Lokken_00018734 (“Applying the *SNF* nH Predict Outcome) (emphasis added). Those documents show nH Predict was not used in connection with claims for care at IRFs. Plaintiffs’ claims are premised on the alleged use of nH Predict to make adverse coverage determinations in place of medical directors. Indeed, the proposed class is defined as “All persons who purchased Medicare Advantage Plan health insurance from Defendants and *had benefits denied due to Defendants’ use of the nH Predict AI Model* during the period of four years prior to the filing of the complaint through the present.” Am. Compl. ¶ 172 (emphasis added). Plaintiffs argue that they are entitled to information regarding anything naviHealth did even where nH Predict was not used. Plaintiffs, however, cannot seek discovery based on theories not alleged in the Amended Complaint.

Plaintiffs’ citation to *Kisting-Leung v. Cigna Corp.*, 780 F. Supp. 3d 985, 997-1000 (E.D. Cal. 2025), does not salvage Plaintiffs’ position. Nothing in that case indicates that bringing a Rule 12(b)(1) motion to dismiss is the only way to guard against irrelevant and unduly burdensome discovery requests. Both Perry and Hull assert allegations regarding IRF stays. Defendants have produced records for both Hull’s and Perry’s IRF stays and will produce any additional records relating to their individual stays alleged in the complaint that may be located after a reasonable search.



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II. Defendants' Amended Discovery Responses

General Objections

Plaintiffs take issue with Defendants' General Objection 12 in Defendants' Amended Responses to Plaintiffs' RFPs, which addresses discovery regarding class certification and class issues. To avoid any doubt, Defendants are not currently limiting their discovery responses or searches based on that General Objection.

RFP 1: Documents Related to the Named Plaintiffs

RFP 1 seeks documents and communications about the named Plaintiffs, including contracts, claims files, premium payment data, nH Predict Outcome documents, and communications between Plaintiffs and Defendants.

As noted during our discovery conference on December 22, Plaintiffs misapprehend Defendants' position and ignore the productions they have received. Defendants have produced all nH Predict Outcome reports prepared for the named Plaintiffs, the MDR reports summarizing the Medical Director reviews, the medical records MDs relied on, the administrative appeal record, claim authorization records, Explanation of Benefits, Provider Remittance Advice, reports available from the Online Reporting System ("ORS") of call records, and any correspondence related to the dates of service alleged in the Amended Complaint located after a reasonable search in the files for both naviHealth and UnitedHealthcare. Defendants also produced the Evidence of Coverage for each of the named Plaintiffs pertaining to the dates of service alleged in the Amended Complaint. Defendants also agreed to search the custodial records for the Medical Directors identified in Defendants' Initial Disclosures and will produce any additional documents relating to named Plaintiffs. We will meet and confer regarding specific materials you believe are missing from Defendants' production of documents relating to named Plaintiffs for the alleged post-acute care dates of services described in the Amended Complaint.¹

As noted during the call, what Defendants object to is producing *all* documents relating to *all* medical claims submitted by Plaintiffs that are unrelated to Plaintiffs' post-acute care referenced in the Amended Complaint. Plaintiffs' request would require production of claims, appeals, and correspondence regarding every visit to a family practice doctor, orthopedist, radiologist, internist, surgeon, cardiologist, or endocrinologist, every hospital stay, and every prescription drug claims as just some examples. This material is neither relevant to the claims alleged in the Amended Complaint nor proportionate to the needs of this case and would be burdensome to pull. Defendants would need to identify the dates of service, providers, and claim numbers for each of the

¹ Defendants also agreed to produce documents sufficient to identify any premium payments Plaintiffs made from November 14, 2019 to the present. We have pulled data sufficient to identify such premium payments Plaintiffs made and will produce this in our next production.



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alleged medical claims and undertake individual manual, labor-intensive, and unduly burdensome record searches for each claim-by-claim of documents wholly unrelated to the allegations in the Amended Complaint.

Defendants' understanding is that the discussion during the December 22 conference resolved the parties' dispute regarding RFP 1 and there is no disagreement at this time regarding the sufficiency of Defendants' response to RFP 1.

RFP 2: Documents Regarding Defendants' Defenses

RFP 2 seeks documents supporting, qualifying, undermining, or otherwise concerning Defendants' defenses. Defendants agree to produce documents sufficient to show the principal factual bases for each affirmative defense that Defendants intend to pursue in this litigation and Documents that Defendant may rely upon to support such defenses. Notwithstanding Defendants' agreement to produce such documents, Plaintiffs persist in asking Defendants to substantiate their objection to Plaintiffs' demand for production of all documents "undermining" or "concerning" Defendants' defenses. Rule 34(b)(1)(A) states that RFPs "must describe with reasonable particularity" the documents sought. Plaintiffs' RFP 2 falls short of this standard because it requires subjective analysis to know whether documents are responsive. See *In re Hunter Outdoor Prods., Inc.*, 21 B.R. 188, 192 (Bankr. D. Mass. 1982). As such, this Request is vague and ambiguous as well as unduly burdensome and disproportionate given the lack of particularity in Plaintiffs' demand for any and all documents that "undermine" or "concern" any of Defendants' defenses. In *In re Hunter*, plaintiff requested "any and all documents which show or tend to show that the defendant is guilty of the conduct complained of." *Id.* In denying a motion to compel, the court held that "[s]uch a request is not a sufficient designation under Rule 34." *Id.* "Some degree of specificity is essential. . . . The plaintiff's demand amounts to an insufficient designation which does not indicate within a reasonable degree of certainty what the defendants would be expected to produce." *Id.* "Whether something shows or tends to show a particular fact requires a subjective opinion and is not sufficiently definite as to require production under Rule 34." *Id.* (citing 4A Moore's Federal Practice P 34.07 (2nd Ed. 1981)). Please let us know if you would like to discuss further.

RFP 3: Organizational Charts

RFP 3 requests organizational charts showing the structure of Defendants' entities and employee hierarchies. Plaintiffs have now narrowed the request to documents demonstrating "full hierarchies or organizational structures for naviHealth Medical Directors and SICCs (not just leadership staff) and UnitedHealth employees responsible for post-acute care management, appeals, or claims review."

The parties discussed this topic during their December 22 conference. Defendants explained that, organizational charts are not routinely maintained but sometimes exist with individual leaders and teams. These documents are not located in any centralized location. Defendants have identified additional organization charts for naviHealth Clinical



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Operations team and will produce responsive, non-privileged organizational charts located within the custodial searches that identify the Medical Directors or Care Coordinators and their hierarchies. Regarding organizational charts depicting UHC employees, Plaintiffs clarified they are looking for charts showing employees responsible for managing appeals and/or UHC's relationship with naviHealth. Defendants agreed to investigate per that clarification. Defendants understand that the parties will assess whether RFP 3 remains a disputed issue after production of the naviHealth charts referenced above and the parties have had a chance to further confer regarding Defendants' investigation of the UHC charts sought by Plaintiffs.

RFP 4: Policies and Procedures

RFP 4 seeks documents sufficient to identify policies, procedures, training, and other documents regarding the adjudication of post-acute care claims from November 17, 2017 to present.

Defendants have agreed to produce documents sufficient to show the applicable training materials and policies and procedures addressing the application of Medicare criteria in coverage determinations for skilled nursing facilities and how nH Predict is used at naviHealth from July 1, 2019 to the present. This includes training materials for Medical Directors, training materials regarding the use of nH Predict for Care Coordinators, any policies and procedures regarding the use of nH Predict for UHC Medicare Advantage plans, and provider relations materials regarding nH Predict.

Contrary to Plaintiffs' assertion, Defendants have not limited training materials solely to medical directors and have produced training materials and policies and procedures for Care Coordinators. See, e.g., UHG_Lokken_00018734-47, _00018823-30, _00018911, _00018937-44, _00018955-62. Defendants are conducting a reasonable and diligent search for additional responsive documents from the identified custodians using the search terms identified in Defendants' December 15, 2025 letter (which expands the custodians and search terms from Defendants' initial proposed terms). Defendants have also agreed to continue to search for responsive documents from non-custodial sources, including applicable Share Point and other internal sites and will supplement this production as necessary.

As to documents before July 1, 2019, as well as those relating to non-skilled nursing facilities, Defendants object to production of documents as neither relevant nor proportional as discussed above and in our prior communications.

RFP 5: nH Predict Analyses

This Request seeks all documents and communications discussing or analyzing nH Predict. Plaintiffs misrepresent the nature of the parties' negotiations concerning this request and Defendants' agreed-upon production of documents in response to the same. This Request seeks all documents and communications discussing or analyzing nH



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Predict.² Defendants objected to this overbroad and unduly burdensome request that would require Defendants to search for and produce all documents over an eight-year period discussing or analyzing nH Predict, which goes well beyond the claims of the Plaintiffs and the purported class of individuals they seek to represent because naviHealth began providing services to UHC Medicare Advantage plans only as of July 2019. Defendants noted the overbreadth and burdensome nature of this Request during the October 13, 2025 conference, and Plaintiffs stated they would confer internally regarding scope and ways to narrow. Ultimately, Plaintiffs did not agree to limit the Request but instead suggested the use of search terms to address any burden in an October 22, 2025 letter. In response, Defendants agreed to conduct a reasonable and diligent search for responsive documents by using the search terms and date range for identified custodians and the parties have negotiated search terms.

Defendants also agreed to produce training materials regarding the use of nH Predict, any policies and procedures for the use of nH Predict for UHC Medicare Advantage plans, and provider relations materials regarding nH Predict. This includes training for care coordinators regarding the use of nH Predict and Plaintiffs have not explained how this is insufficient. Defendants also have agreed to conduct custodial searches of identified custodians and search term and will produce non-privileged, responsive documents regarding how nH Predict was used for UHC Medical Advantage Plans from July 1, 2019 to present, including those discussing or analyzing nH Predict.

Plaintiffs' primary complaint appears to be that Defendants have not agreed to produce responsive documents relating to IRF and LTACs or documents from prior to July 1, 2019. Defendants address those limitations above and in prior communications and maintain their objections on the grounds of relevance, burden, and proportionality.

RFP 6: Complaints & Grievances

This Request broadly seeks all documents and communications concerning any complaint or grievance—whether made by insureds or others—concerning naviHealth, nH Predict, and denials of post-acute care claims. Plaintiffs contend “Defendants refuse to produce any documents responsive to this request.” Defendants’ November 12 letter shows that statement is incorrect. During the parties’ in-person conferral, Plaintiffs limited this request to formal grievances, which is a specific process under the EOCs. Plaintiffs’ only reasoning regarding why formal grievances could be relevant is that a hypothetical grievance asserting that UHC was “not using medical decision making” would have a greater amount of substantive information than Defendants would provide. Defendants’ November 12 letter disagreed with Plaintiffs’ reasoning but stated that:

² This Request overlaps with RFP No. 7. Defendants’ objections to documents regarding development, design, creation, and approval of nH Predict are addressed below in reference to RFP No. 7.



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Defendants are investigating how grievances submitted under the applicable Medicare Advantage plans are tracked and recorded and whether such information is reasonably accessible and searchable. We will follow-up to continue our meet and confer when we have more information.

The parties discussed this topic during their December 22 conference, during which Defendants noted they have identified a UHC database containing formal grievances from 2022 forward. Defendants agreed to search for and produce grievances referencing naviHealth. Plaintiffs stated that the search should be broader, but did not propose alternative search terms. Plaintiffs requested that Defendants provide more information about the data captured regarding grievances in the database and its searchability to capture grievances regarding coverage determinations for skilled nursing facilities that may not reference naviHealth. Defendants stated they would investigate regarding Plaintiffs' inquiry. The parties agreed they would continue to confer regarding RFP 6 after those steps.

RFP 7: Documents Regarding the Development, Design, Creation, Approval, Implementation, and use of nH Predict

This Request seeks all Documents and Communications concerning the development, design, creation, approval, implementation, and use of the nH Predict algorithm by You, including the data, rules, source code, and medical guidelines nH Predict is based on.

Plaintiffs incorrectly assert that Defendants' agreement to produce documents sufficient to show the applicable training materials and other policy documents addressing how medical directors apply Medicare criteria in coverage determinations for skilled nursing facilities and how nH Predict is used at naviHealth for UHC Medicare Advantage Plans from July 1, 2019, to present is non-responsive to this Request. But, this Request seeks, among other things, "all Documents and Communications concerning . . . implementation, and the use of the nH Predict algorithm" and, thus, overlaps with RFP Nos. 4 and 5. Accordingly, Defendants properly referenced the same documents in response. The policies explaining how nH Predict is used (RFP 4) and what SICC's and MDs learn about nH Predict (RFP 5) are responsive. Plaintiffs assert that all documents regarding the development of nH Predict are relevant because they will show "how nH Predict works," its "development goals" and "anticipated benefits," and whether it was designed to supplant physician decision-making. However, as discussed above, the documents regarding the use of nH Predict that Defendants have agreed to produce will also show how nH Predict works, its goals and anticipated benefits, and whether it was *actually* used to supplant physician decision-making as related to Plaintiffs' claims as well as the class they purport to represent. For example, the documents Defendants already produced explain, among other things, what nH Predict is (UHG_Lokken_00018696), its inputs (UHG_Lokken_00018726), and how it is used (UHG_Lokken_00018735). Plaintiffs will have sufficient documents and information from the putative class period either to support or refute their alleged contract claims, and the claims of the putative class.



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Defendants continue to object to producing all documents regarding the development, design, creation, and approval of nH Predict, including the data, rules, and source code, as irrelevant, burdensome, and not proportional.

RFP 8: Volume of Claims Processed

RFP 8 requests data sufficient to identify the number of claims processed using nH Predict. In my November 12, 2025 letter I noted that nH Predict does *not* “process” any claims and asked Plaintiffs to clarify what information they are seeking. Plaintiffs did not do so prior to Defendants’ Amended Response.

Defendants will agree to produce data sufficient to identify the number of nH Predict Outcome reports generated for UHC Medicare Advantage members following admittance into a skilled nursing facility. As indicated during our December 22, 2025 call, we anticipate this data will be able to identify the insured and date of each such report.

RFP 9: Data Regarding the Number of NOMNCs Issued

RFP 9 seeks documents, communications and data sufficient to identify the number of NOMNCs naviHealth issued to Insureds (which Plaintiffs defined as members of any proposed class). Defendants have agreed to produce data sufficient to identify the number of NOMNCs naviHealth issued to members of Medicare Advantage plans insured by UHC for continued stay denials in SNFs for the period November 14, 2019 to present (the putative class period). That data will identify the basis for NOMNC issuance—e.g., exhaustion of benefits, failure to meet CMS criteria, or administrative reasons. The parties agreed to confer once Plaintiffs reviewed the data.

Plaintiffs contend they are also entitled to data related to NOMNCs issued vis-à-vis “all kind of post-acute care claims reviewed by naviHealth,” and NOMNCs issued before July 1, 2019. That demand is overbroad, unduly burdensome, and seeks irrelevant information for the reasons stated above and in Defendants’ November 12 letter. First, there are no NOMNCs issued by naviHealth to UHC Medicare Advantage members before July 1, 2019. Second, Defendants reiterate their objection to producing data regarding IRFs and LTACs and, in any event, NOMNCs are not issued for such facilities. Finally, Defendants note that NOMNCs are also not issued for prior-authorization denials for SNFs.

RFP 10: The Number of Annual Post-Acute Care Claim Denials

RFP 10 requests documents, communications and data sufficient to identify the number of post-acute care claim denials processed annually, including separately by year denials issued based on asserted lack of medical necessity. Defendants agreed to produce data sufficient to identify the number of NOMNCs naviHealth issued to members of Medicare Advantage plans insured by UHC for continued stay denials in SNFs for the period November 14, 2019 to present (the putative class period). Defendants expect this



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data will identify the date the NOMNC was issued or coverage from which Plaintiffs can determine the number of NOMNCs issued on an annual basis as well as whether the NOMNC was issued for lack of medical necessity, exhaustion of benefit, or an administrative denial. During the December 22 conference, Plaintiffs stated they would review the NOMNCs data, and the parties would continue to confer if a dispute regarding RFP 10 remained.

Defendants, however, maintain their objections to producing data regarding denials of prior authorization. Before May 22, 2023, nH Predict Reports were not run for all cases but instead were run only in certain specific cases and typically without reference to estimated length of stay. After May 22, 2023, nH Predict Reports were no longer run for requests for any prior authorization for admission into a SNF. The allegations for the named Plaintiffs relating to denials of prior authorizations for care in a SNF occurred in July 2023 (Hull, Am. Compl. ¶ 165) and November 2023 (Buckner, Am. Compl. ¶ 91). This was after Defendants stopped running nH Predict Reports in such instances, which can be confirmed by a review of the documents already produced for the named Plaintiffs. Thus, no named Plaintiff can represent a class of members who allegedly had prior authorizations “denied due to Defendants’ use of the nH Predict AI Model” (the defined putative class that remains) and discovery into denials of all prior authorizations is not relevant nor proportional.

Defendants also maintain their objections to producing data regarding IRFs and LTACs, as well as data prior to July 1, 2019, for the reasons discussed above and in prior communications.

RFP 11: Documents Regarding Expected & Actual Claim Denial Rates

RFP 11 requests documents, communications, and data sufficient to identify the expected and actual rate of claim denials. Without explanation, Plaintiffs assert that Defendants’ proposed production is inadequate. With respect to continued stay reviews, Defendants are willing to continue to meet and confer with Plaintiffs regarding this request as to “actual denials.” Defendants do not analyze or have an “expected rate” of claim denials. For the same reasons discussed above regarding RFP No. 10, Defendants object to producing data regarding IRFs, LTACs, prior authorizations for SNFs, and data from the period before July 1, 2019.

RFP 12: Acquisition of naviHealth

RFP 12 requests documents related to UnitedHealth Group’s acquisition of naviHealth in 2020. Documents concerning the acquisition of naviHealth have no bearing on whether nH Predict was used by Defendants to make adverse coverage determinations in place of medical professionals. As explained *supra*, Plaintiffs have refused to articulate the specific nature of their breach of contract claim, instead insisting, without explanation, that Plaintiffs are entitled to broad and unfettered discovery into topics with no bearing on



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the current dispute. Plaintiffs' latest articulation of the relevance of this Request is no different.

As previously explained, the Amended Complaint alleges that Defendants breached their duty of good faith and fair dealing by "[i]mproperly delegating their claims review function to the nH Predict system which uses an automated process to improperly deny claims" and "[f]ailing to require its agents to conduct a thorough, fair, and objective investigation of each submitted claim, such as examining patient records, reviewing coverage policies, and using their expertise to decide whether to approve or deny claims to avoid unfair denials." UnitedHealth Group's reason for acquiring naviHealth is simply not relevant to whether Defendants used nH Predict instead of Clinic Services Staff and Physicians to adjudicate SNF claims for Medicare Advantage plans. The motivations behind Defendants' acquisition of naviHealth are not relevant to Plaintiffs' breach of contract claims and Plaintiffs' request for all documents regarding the acquisition is overly broad, unduly burdensome, and not proportional.

RFP 13: Financial Information for each Defendant

RFP 13 requests various financial information for Defendants. Plaintiffs assert this information "is relevant because it shows the financial impact of Defendants' unlawful practices and tends to demonstrate Defendants' motivations for their unlawful misconduct" but fail to explain how the valuation, value, revenue, profits, and profitability of each Defendant relates to Plaintiffs' breach of contract claims.

RFP Nos. 14-15: Internal and Governmental Investigations

RFP No. 14 requests all documents and communications concerning "internal" or "governmental agency investigations into Defendants' policies, practices, or operations, and Defendants' use of nH Predict, any other algorithms, or AI to assess or adjudicate claims." RFP No. 15 broadly requests all documents or communications produced by Defendants to "any local, state, or federal governmental agency or regulatory body concerning your assessment and adjudication of medical claims." Despite Plaintiffs' clarifications that they are seeking only "post-acute care" policies, practices, or operations, and post-acute care claims in Medicare Advantage plans, neither Request as written seeks relevant information.

Defendants will not withhold documents produced to government agencies that would otherwise respond to valid requests in this dispute. Plaintiffs have continued to refuse to explain how all investigations relating to any post-acute care policies, practices, or operations or any use of algorithms or AI to assess or adjudicate Medicare Advantage claims other than nH Predict are relevant. Plaintiffs cannot simply serve discovery requests that seek to "piggyback" or "clone" discovery previously done. Courts frequently deny motions to compel of these types of requests because "[t]here could be a number of reasons why documents appropriately requested and provided in another case—even if the subject matter of those cases seem to overlap—would be irrelevant or burdensome to



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provide in another case. If relevant and proportional documents exist in the custody or control of the responding party, the appropriate thing to do is to request those documents.” *Insignia Sys. v. News Corp.*, No. 19-1820, 2020 U.S. Dist. LEXIS 259977 at *3 (D. Minn. Mar. 24, 2020) (Thorson, M.J.) (quoting *Goro v. Flowers Foods, Inc.*, No. 17-cv-02580-JLS-JLB, 2019 WL 6252499, at *18-19 (S.D. Cal. Nov. 22, 2019)); *In Re CenturyLink Sales Prac. & Sec. Litig.*, No. 18-296 (MJD/KMM), 2020 U.S. Dist. LEXIS 248595 (D. Minn. Oct. 28, 2020) (Menendez, M.J.) (granting protective order prohibiting discovery into state and governmental investigations); *Fort Worth Emples. Ret. Fund v. J.P. Morgan Chase & Co.*, 297 F.R.D. 99, 110-11 (S.D.N.Y. 2013) (denying request for all documents or communications to any government body or agency in connection with investigation other than government subpoena requests and any relevant responses by served party, but finding no need to turn over duplicative discovery already produced); *Midwest Gas Servs., Inc. v. Indiana Gas Co.*, No. IP 99-690-C-D/F, 2000 U.S. Dist. LEXIS 8098 (S.D. Ind. Mar. 7, 2000) (*reversed in part on other grounds*) (denying motion to compel documents produced to government entity in response to antitrust civil investigative demand where requesting party failed to show relevance of requested documents).

Furthermore, Plaintiffs continue to refuse to explain how all investigations relating to *any* post-acute care policies, practices, or operations or any use of algorithms or AI to assess or adjudicate Medicare Advantage claims other than nH Predict are relevant.

RFP 16: Employee Performance Expectations, Evaluations, and Bonus Compensation

RFP 16 seeks documents sufficient to identify how Defendants evaluate the performance of naviHealth employees. While Defendants dispute the relevancy of this information, Defendants agreed to conduct a reasonable search for and produce documents (to the extent they exist) sufficient to identify any criteria naviHealth used from July 1, 2019 to the present in evaluating the performance of Medical Directors involved in making continuing coverage determinations for treatment in SNFs. As noted during the parties’ December 22 conference, Defendants confirmed, and will produce documents sufficient to show that compensation for Medical Directors was not based on the number of requests approved or denied.

Defendants maintain their objections to producing documents regarding the performance criteria for SICCs/Care Coordinators as well as other employees. Defendants also reiterate their objections as previously stated regarding the relevancy of documents relating to prior authorization denials and denials for other post-acute care. As to documents from before July 1, 2019, this request is specific to naviHealth employees who played no role in coverage determinations for UHC Medicare Advantage members before July 1, 2019, and Plaintiffs do not explain how “comparative data” from before July 1, 2019 will “provide valuable evidence in this case.”

RFP 17: Employee Discipline



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RFP 17 seeks documents regarding individual disciplinary actions “taken against naviHealth employees for failure to meet performance expectations related to assessment or adjudication of claims or KPI metrics.” This request is overbroad, unduly burdensome and seeks irrelevant information. As worded, this request would essentially include any disciplinary action, against any naviHealth employee, related to the performance of any aspect of their job, including during a period when naviHealth employees played no role in coverage determinations for UHC Medicare Advantage members. This request would require review of individual employment files and records for all naviHealth employees and would be unduly burdensome and not proportional to the needs of the case.

RFP 18: EOCs, NOMNCs, and nH Predict Outcome Documents for putative class members

RFP 18 requests, among other things, documents sufficient to identify the Evidence of Coverage (“EOC”) documents applicable to UHC Medicare Advantage members. Plaintiffs incorrectly assert that Defendants “refuse[] to produce Evidence of Coverage contracts.” This statement ignores the parties’ discussion of this topic during their October 23 conference, wherein Defendants noted that producing every EOC would be unduly burdensome because there are potentially thousands of EOCs. Defendants noted they were investigating the possibility of producing templates or exemplars. Plaintiffs did not object to that approach.

Consistent with the above, Defendants’ November 12 letter stated that Defendants are “investigating the feasibility of producing templates and/or exemplars for each state/market and will continue to confer with Plaintiffs on this topic.” UHC maintains that it would be unduly burdensome to produce all EOCs as there is no template for each separate state. As noted during the December 22, 2025 conference, UHC will produce the template for the Legal Notices Chapter of the EOCs for each year from 2019 through 2025 (which contains the language cited in Paragraph 187 of the Amended Complaint). UHC will also produce a full exemplar copy of the EOC for each year from 2019 through 2025. Given the variation in benefits and plan designs, UHC cannot produce a template for other sections of the EOCs beyond the Legal Notices Chapter because of the variable language and customization. Because there are potentially thousands, production of all EOCs (as well as all NOMNCs and all nH Predict Reports) would be overly broad and unduly burdensome. Subject to and without waiving any objections, Defendants are willing to meet and confer with Plaintiffs to discuss a mutually agreeable random sample of patients for which Defendants would identify and pull the EOCs, NOMNCs, nH Predict Reports as well as other claim information.

RFP 19: Responsible AI Board

RFP 19 seeks documents and communications related to Defendants’ Responsible AI Board. Plaintiffs’ December 4 letter ignores the parties’ conferrals on this topic. During the parties’ October 23 conference, Plaintiffs asserted documents sought in RFP 19 were relevant because, if the board concluded that nH Predict violated an internal



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policy regarding AI, that would show the nH Predict tool was “not consistent with good decision-making.” We responded that this rationale fails to explain how the requested documents would relate to their contract claims limited to “breaches of EOC terms.” Dkt. 104 at 2. Plaintiffs now assert that the documents sought by RFP 19 are relevant because “Defendants’ internal audits or reviews of naviHealth and Defendants’ broader policies and practices about the use of AI throughout their organization inform whether Defendants’ use of nH Predict was lawful.” Again, this does not explain how this discovery is relevant to whether Defendants’ use of nH Predict breached the EOCs. This discovery is also not proportional to the needs of this case.

Interrogatory 2

Interrogatory 2 seeks to identify all insureds who were issued NOMNCs by nvaiHealth. Defendants have agreed to provide data (to the extent it exists) sufficient to identify NOMNCs issued by naviHealth for SNFs from November 14, 2019 to October 31, 2025 for individuals insured under a Medicare Advantage Plan underwritten by UnitedHealthcare, Inc., United HealthCare Services, Inc., or any of their subsidiaries. This data will identify the insureds for which the NOMNC was issued and directly answers the Request. If Plaintiffs disagree, we suggest a meet and confer to discuss this topic further.

Interrogatory 4: Employees Responsible for Training naviHealth Medical Directors and SICCs During the Relevant Period

Interrogatory 4 seeks a list of all employees responsible for training naviHealth Medical Directors and SICCs. Defendants previously disclosed the persons responsible for training MDs and SICCs during the relevant period. Plaintiffs raise two issues.

First, Plaintiffs argue “Defendants’ response is improperly limited to training for skilled nursing claims, rather than all post-acute care claims.” As previously explained, nH Predict is a tool used in SNFs to assist with care coordination and discharge planning after a member is admitted to an SNF. So, the training for other kinds of post-acute care will shed no light on how nH Predict was used and is irrelevant to this dispute.

Second, Plaintiffs claim Defendants’ answer “omits the names of naviHealth trainers responsible for training former naviHealth employees in contact with Plaintiffs’ counsel.” Defendants have done a reasonable and diligent inquiry to identify the key individuals responsible for training naviHealth Medical Directors and Care Coordinators regarding continued stay reviews for SNFs from July 1, 2019 to the present. To the extent Plaintiffs believe this answer omits anyone, we welcome a discussion. During the December 22 conference, Defendants offered to further inquire if Plaintiffs identified the individuals purportedly omitted. Plaintiffs did not identify those individuals during the conference. We ask Plaintiffs to identify those names so that Defendants can inquire. Discovery is ongoing and Defendants will amend and/or supplement their response to this Interrogatory as necessary as discovery proceeds.



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Interrogatory 7: All Versions of UHC's Evidence of Coverage Document for Each State

Plaintiffs inaccurately represent the parties' communications regarding EOCs. This topic is addressed above in the section addressing RFP 18. The parties' October 23 conference, and Defendants' November 12 letter show that Defendants are not "refusing to identify EOC documents beyond those of [the named] Plaintiffs." Defendants will meet and confer with Plaintiffs as we have suggested.

Interrogatory 8: Average Monthly Premiums

Interrogatory 8 asks Defendants to identify the "average monthly premium payments" made by insureds each year during the relevant period. Defendants have been and continue to investigate what information is reasonably available in response to this request. Defendants do not maintain the average monthly premium payments made by all insureds in the ordinary course of business and providing all data for all premium payments made over a 6-year period for millions of insureds would be burdensome and unwieldy.

During the December 22 conference, Defendants explained some of the difficulties in identifying such data. In response, Plaintiffs clarified that it would be acceptable for Defendants to identify total premiums received by UHC, regardless of source. Defendants indicated that they would continue to investigate and confer with Plaintiffs on this topic.

Defendants stand by their objections to Interrogatories No. 3, 11, and 12, which have been discussed extensively in our communications.

Please let us know if you have any questions or would like to further meet and confer about any of these issues.

Very truly yours,

A handwritten signature in black ink that reads "Michelle Grant". The signature is written in a cursive, flowing style.

Michelle S. Grant

EXHIBIT P

Clarkson

Glenn Danas, Esq.
Partner

Clarkson Law Firm P.C.
22525 Pacific Coast Highway
Malibu, CA 90265
Tel: (213) 788-4050
Direct: (213) 786-1071
Fax: (213) 788-4070
gdanas@clarksonlawfirm.com

January 20, 2026

VIA EMAIL

Nicole Engisch
Michelle S. Grant
Shannon L. Bjorklund
David C. Racine
DORSEY & WHITNEY LLP
500 South 6th Street, Suite 1500
Minneapolis, MN 55402
engisch.nicole@dorsey.com
grant.michelle@dorsey.com
bjorklund.shannon@dorsey.com
racine.david@dorsey.com

Nicholas J. Pappas
DORSEY & WHITNEY LLP
51 West 52nd Street
New York, NY 10019
pappas.nicholas@dorsey.com

Re: *Estate of Gene B. Lokken, et al. v. UnitedHealth Group, Inc., et al.*
No. 0:23-cv-3514 (JRT/SGE)

Counsel:

I write in response to your January 6, 2026 letter.

Plaintiffs stand by their statements that Defendants are refusing to meaningfully participate in discovery. Though the parties have exhaustively met and conferred over various discovery issues, such efforts have yet to yield results. To date, Defendants have produced only (1) Plaintiffs' administrative files; and (2) approximately 500 documents allegedly sufficient to show how Medical Directors are trained and how nH Predict is used at naviHealth—both categories of documents Defendants agreed to produce *before* the Court denied Defendants' motion to amend the scheduling order to bifurcate discovery in September 2025. Yet, despite Plaintiffs having served their discovery requests in May 2025, *eight months ago*, Defendants have produced nothing further, delayed discovery, stood on arguments that have been rejected by the Court multiple times, and put forward meritless or otherwise unsupported objections. Indeed, Defendants' obstruction has forced Plaintiffs to go back to the Court and raise several of the same issues from months ago.

I. A Ripe Dispute Exists Over the Scope of Plaintiffs' Claims

Plaintiffs' December 4, 2025 Letter highlights the dispute as to the scope of Plaintiffs' contract claims, particularly over the impact of Judge Tunheim's Orders. Dec. 4 Ltr. at 1–3. Defendants' January 6, 2026 Letter acknowledges that the parties disagree on this issue. Jan. 6 Ltr. at 1. Defendants' January 6 Letter further examines the allegations in Plaintiffs' First Amended Complaint, claiming it is unclear what contractual breaches are implicated. Jan 6 Ltr. at 2–4. Judge Tunheim's Orders merely limited the contract claims to breaches of "EOC terms," but did not limit the scope of what breached terms are implicated. Plaintiffs' position is that if there are EOC terms that have been breached and those breaches are touched by the allegations raised in Plaintiffs' First Amended Complaint, those breaches are a part of this case. Once again, Plaintiffs direct Defendants to the allegations in the FAC. To reiterate—Defendants may not refuse to respond to discovery simply because they do not agree with those allegations or even because they claim not to understand them. The Parties have met and conferred exhaustively on these requests, and Plaintiffs have repeatedly explained what information they seek to discover. Defendants continue to delay and obstruct discovery based on the same argument. The dispute about to whether Judge Tunheim's Orders intended to limit discovery is once again ripe for resolution by the Court.

II. A Ripe Dispute Exists as to the Relevant Time Period

Plaintiffs' December 4, 2025 Letter explains why some of Plaintiffs' discovery requests properly reach before the limitations period, including allowing Plaintiffs to compare data from before and after Defendants began using nH Predict, to reach documents about the development and development goals of nH Predict (which was developed before the limitations period), to reach any government investigations into this practice which may have occurred before the limitations period, and about UHC's acquisition of naviHealth (which occurred before the limitations period). Dec. 4 Ltr. at 3–4.

Despite Plaintiffs' explanations, Defendants claim that "[d]ocuments and data relating to the period before nH Predict was used with respect to UHC Medicare Advantage Plans logically shows nothing relating to the Plaintiffs' claims which arose years later." Jan. 6 Ltr. at 4. Setting aside the fact that discovery is not limited to Plaintiffs' individual claims, as held by the Court, Plaintiffs have explained why such data clears the low bar of relevance. The requested information is relevant because it tends to show: (1) how nH Predict works; (2) the development goals of nH Predict; (3) the anticipated benefits of nH Predict; (4) whether nH Predict was designed to supplant physician decision-making; (5) why UHC acquired naviHealth; (6) what UHC hoped to gain by acquiring naviHealth; (7) what changes UHC intended to make to naviHealth's practices upon acquisition and why; and (8) whether UHC intended to use naviHealth to supplant physician decision-making. Dec. 4. Ltr. at 4. Defendants cannot hand-wave away the relevance of this information, and Defendants steadfast refusal to produce such documents indicates a dispute ripe for resolution by the Court.

III. A Ripe Dispute Exists as to the Definition of Post-Acute Care

The Parties similarly disagree about the proper definition of post-acute care. In their discovery requests, Plaintiffs defined post-acute care to include inpatient rehabilitation facilities (IRFs), skilled nursing facilities (SNFs), and long-term rehabilitation (which the parties have agreed to mean long-term acute care facilities) (LTACs). However, Defendants have refused to

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search for or produce documents beyond documents relevant to skilled nursing care. To support their refusal to produce anything beyond skilled nursing-related documents, Defendants cite allegations in the complaint about nH Predict and three documents produced by UHC which purportedly show nH Predict is not used beyond skilled nursing claims.

First, Plaintiffs are not required to take Defendants' word that nH Predict is used only for skilled nursing claims, and the documents Defendants cite fail to support that proposition. These documents, which were part of a production *limited to skilled nursing-related documents*, suggest only that IRF or LTAC claims do not require generation of an nH Predict Outcome report. They do not prove, as Defendants claim, that nH Predict plays no role in processing IRF or LTAC claims. Citation to documents referencing "SNF nH Predict Outcomes" is similarly meaningless, as any similar documents related to IRF or LTAC nH Predict documents would have been excluded from Defendants production because Defendants refused to search for IRF- or LTAC-related documents. Defendants' citation to allegations implying Plaintiffs believe nH Predict applies to IRF or LTAC claims is similarly unavailing because (1) even if Defendants claim this is untrue, Plaintiffs are entitled to discovery to test their allegations; and (2) multiple Plaintiffs had IRF or prior authorization claims denied by UnitedHealth and naviHealth, as pleaded in the complaint, bringing documents relevant to those denials into the scope of discovery regardless of whether nH Predict was used. *See Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 351 (1978) (relevancy in discovery defined as "any matter that could bear on, or that reasonably could lead to other matter that could bear on, any issue that is or may be in the case."); *see also Precision Indus. v. Tyson Foods*, 2010 U.S. Dist. LEXIS 47994, *13 (D. Neb. Apr. 20, 2010) ("Relevancy is to be broadly construed for discovery issues and is not limited to the precise issues set out in the pleadings.").

Defendants' refusal to search for documents relevant to IRF or LTAC claims, despite Plaintiffs' explanation into why that information is relevant, ripens this dispute for the Court's resolution.

IV. Ripe Disputes Exist as to Several Discovery Requests

Defendants' January 6 Letter also memorializes Defendants' positions as to specific discovery requests, many of which Plaintiffs plan to raise in their motion to compel. Specifically, Plaintiffs plan to move to compel responses to Requests for Production Nos. 4, 5, 7, 12–17, and 19, and Interrogatories 3, 4, 11, and 12.

RFP Nos. 4 & 5

RFP No. 4 seeks documents and communications about Defendants' policies, operating procedures, protocols, methods, practices, memoranda, and reports concerning how they assess and adjudicate post-acute care claims, including documents related to employee training. RFP No. 5 seeks internal documents and communications discussing or analyzing nH Predict, including compliance with or adherence to generally accepted standards of medical practice and Defendants' coverage documents.

Defendants have produced a limited universe of documents responsive to RFP No. 4, but their responses to RFPs Nos. 4 and 5 exclude documents from before July 1, 2019 and documents related to IRF or LTAC claims, and custodial searches exclude custodians relevant to those claims. Given that the Parties have reached an impasse on these issues, RFPs Nos. 4 and 5 are ripe for

resolution by the Court.

RFP No. 7

RFP No. 7 seeks documents related to the development and use of nH Predict. Defendants refuse to produce documents responsive to this request, and instead posit that the limited documents produced in response to RFP No. 4 are sufficient to satisfy this request. Jan. 6 Ltr. at 10–11. These documents are not responsive to this request. Further, Defendants stand by their objections that documents relating to “the development, design, creation, and approval of nH Predict, including the data, rules, and source code,” are “irrelevant, burdensome, and not proportional.” *Id.* at 11. Thus, this dispute is ripe for resolution by the Court.

RFP No. 12

RFP No. 12 seeks documents and communications about the acquisition of naviHealth by Defendants, including projected cost-savings as a result of the acquisition of naviHealth. Plaintiffs have explained this information is relevant to “show: (1) why UnitedHealth acquired naviHealth; (2) what UnitedHealth hoped to gain by acquiring naviHealth; (3) what changes UnitedHealth intended to make to naviHealth’s practices and why; and (4) whether UnitedHealth intended to use naviHealth to supplant physician decision-making, among other things.” Dec. 4 Ltr. at 8. Standing on their rejected arguments about the scope of Plaintiffs’ contract claims, Defendants continue to claim this information is not relevant and refuse to produce documents. Jan. 6 Ltr. at 12–13. Thus, the parties have reached an impasse and this dispute is ripe for resolution by the Court.

RFP No. 13

RFP No. 13 seeks documents and data about the value, earnings, and revenue of Defendants’ businesses. Plaintiffs have explained this information is relevant to “show[] the financial impact of Defendants’ unlawful practices and tends to demonstrate Defendants’ motivations for their unlawful misconduct.” Dec. 4 Ltr. at 8. Standing on their rejected arguments about the scope of Plaintiffs’ contract claims, Defendants broadly claim this information is not relevant. Jan. 6 Ltr. at 13. Thus, the parties have reached an impasse and this dispute is ripe for resolution by the Court.

RFP Nos. 14 & 15

RFPs Nos. 14 and 15 seek documents and communications concerning internal or government investigations into Defendants’ post-acute care policies or practices and documents produced to the government as a result of those investigations. Despite the parties knowing at least one directly on-point investigation exists, Defendants flatly refuse to produce any documents responsive to these requests. Thus, the parties have reached an impasse and this dispute is ripe for resolution by the Court.

RFP No. 16

RFP No. 16 seeks documents and communications relating to naviHealth employee performance expectations, evaluations, and bonus compensation. Plaintiffs have explained this information is relevant because Plaintiffs have reason to believe Defendants directly financially

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incentivize employees to adhere to nH Predict's recommendations and deny care. Defendant refuses to produce this information with respect to SICC employees, though Defendant provided no reason for doing so. Defendants also claim comparative data is not relevant here, but not so— if naviHealth employees were not incentivized to deny care until UHC started using or acquired naviHealth, that would be evidence that UHC pressured employees to adhere to nH Predict and deny care. To make that comparison, Plaintiffs require data from before July 1, 2019. Because of Defendants' unsupported refusal to produce this information, the parties have reached an impasse and this dispute is ripe for resolution by the Court.

RFP No. 17

RFP No. 17 seeks documents and communications relating to disciplinary actions taken against naviHealth employees for failure to meet performance expectations. Plaintiffs have explained that this is relevant because “documents showing naviHealth disciplines employees who do not adhere to nH Predict's recommendations tend to resolve the key issue in the case.” Dec. 4 Ltr. at 9. Defendants vaguely cry burden, but fail to propose limitations to render this request less burdensome. Given Defendants flat refusal to produce documents based on unsupported objections and Defendants' unwillingness to change their position after numerous meet and confers, the parties have reached an impasse and this dispute is ripe for resolution by the Court.

RFP No. 19

RFP No. 19 seeks documents and communications relating to Defendants' “Responsible AI Board” as identified in a Wall Street Journal article. Plaintiffs believe this entity is directly responsible for Defendants' AI policies and vetting the use of AI programs like nH Predict. First, Defendants said no such board or documents exist. Next, Defendants conceded it exists, but faulted Plaintiffs for not using the precise name of the board in asking for documents. Now, after finally acknowledging the existence of this board, Defendants claim the documents are not relevant. *See* Jan. 6 Ltr. at 16. Given Defendants' flat refusal to produce documents based on a relevance objection and Defendants' unwillingness to change their position after numerous meet and confers, the parties have reached an impasse, and this dispute is ripe for resolution by the Court.

Interrogatory No. 3

Interrogatory No. 3 seeks to identify “all Employees involved in decisions to issue NOMNCs to insureds during the Relevant Period.” Defendants provide no response to this interrogatory in their January 6 Letter, but their amended responses fail to identify any of the 130 medical directors besides those who denied Plaintiffs' claims. Defendants' response also fails to identify prior medical directors who worked for naviHealth during the relevant period or to identify SICC, who are also involved in decisions to issue NOMNCs to insureds as they issue NOMNC recommendations to medical directors. Defendants' response is insufficient, hinders Plaintiffs' ability to identify deponents, and is not responsive to Plaintiffs' request. Because Defendants refuse to completely answer Plaintiffs' interrogatory, the parties have reached an impasse, and this dispute is ripe for resolution by the Court.

Interrogatory No. 4

Interrogatory No. 4 seeks to identify “all Employees responsible for training naviHealth Medical Directors and SICCs during the Relevant Period.” In their original responses, Defendants identified four individuals who were “involved in training naviHealth medical directors.” In Defendants’ amended responses, Defendants identified *six* individuals who were involved in training medical directors and revealed that their responses were limited to employees responsible for training medical directors who processed skilled nursing claims. After Plaintiffs identified *two additional trainers* discovered from an independent source, Defendants admitted in their December 15, 2025 Letter that the two previously undisclosed individuals identified by Plaintiffs were also responsible for training medical directors for post-acute care claims, including inpatient rehabilitation and long-term rehabilitation. Thus, Defendants’ initial responses only identified *half* of the responsive individuals Defendants have since disclosed.

Plaintiffs are concerned that Defendants may be concealing the identities of other relevant individuals, particularly trainers in the inpatient rehabilitation or long-term rehabilitation settings. Indeed, even though the initial discovery response contained no limitations on the trainers identified, Defendants’ recent letter now states that Defendants identified only “*key individuals* responsible for training naviHealth Medical Directors and Care Coordinators regarding continued stay reviews for SNFs from July 1, 2019 to the present.” Jan. 6 Ltr. at 16 (emphasis added). Not only have Defendants failed to identify responsive individuals on multiple occasions, but each new response from Defendants reveals limitations on their responses that Defendants failed to disclose to Plaintiffs. Because Defendants refuse to completely answer Plaintiffs’ interrogatory and because of the conflicting nature of Defendants’ response, the parties have reached an impasse, and this dispute is ripe for resolution by the Court.

Interrogatory No. 11

Interrogatory No. 11 asks Defendants to identify the individuals involved in the development of nH Predict, as those individuals may be crucial deponents in this case. Plaintiffs explained that this information is relevant because these individuals have information about: (1) how nH Predict works; (2) the development goals of nH Predict; (3) the anticipated benefits of nH Predict; and (4) whether nH Predict was designed to supplant physician decision-making. Defendants do not address this interrogatory in their January 6 Letter, but their amended responses indicate the basis for their refusal to respond to this interrogatory is because they argue Plaintiffs’ allegations are “based on a faulty premise regarding the use of nH Predict.” Factual contentions are not a basis for Defendants to refuse to respond to discovery. Because Defendants refuse to answer Plaintiffs’ interrogatory, the parties have reached an impasse, and this dispute is ripe for resolution by the Court.

Interrogatory No. 12

Interrogatory No. 12 asks Defendants to identify the members of the “Responsible AI Board.” Defendants do not address this interrogatory in their January 6 Letter and refuse to respond to it in their amended responses. For the same reasons identified regarding RFP No. 19, the parties have reached an impasse, and this dispute is ripe for resolution by the Court.

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Plaintiffs will bring these issues before the Court in their forthcoming motion to compel.

If you disagree that the parties are at an impasse on any of these issues or believe further conference would be useful, please let me know by January 22.

Very truly yours,



Glenn A. Danas

EXHIBIT Q



MICHELLE S. GRANT
Partner
(612) 340-5671
grant.michelle@dorsey.com

January 26, 2026

VIA ELECTRONIC MAIL

Ryan J. Clarkson
Glenn A. Danas
Zarrina Ozari
Michael A. Boelter
CLARKSON LAW FIRM, P.C.
22525 Pacific Coast Highway
Malibu, CA 90265
rclarkson@clarksonlawfirm.com
gdanas@clarksonlawfirm.com
zozari@clarksonlawfirm.com
mboelter@clarksonlawfirm.com

Karen Hanson Riebel
David W. Asp
Derek C. Waller
Emma Ritter Gordon
LOCKRIDGE GRINDAL NAUEN PLLP
100 Washington Ave. South, Ste. 2200
Minneapolis, MN 55401
khriebel@locklaw.com
dwasp@locklaw.com
dcwaller@locklaw.com
erittergordon@locklaw.com

James Pizzirusso
Nicholas Murphy
HAUSFELD LLP
1201 17th St., NW, Ste. 600
Washington, DC 20006
jpizzirusso@hausfeld.com
nmurphy@hausfeld.com

Re: *Estate of Gene B. Lokken, et al. v. UnitedHealth Group Inc., et al.*
Case No. 0:23-cv-3514 (JRT/SGE)

Counsel:

You will receive a separate email shortly with a link to access a production of documents on behalf of Defendants in the above-referenced case. This production volume is UHG_Lokken_003.

The Bates range for this production is UHG_Lokken_00020205-UHG_Lokken_00054936 and consists of an initial production of custodial documents from the searches outlined in my letter dated December 15, 2025. The production is password protected, and the password to download is [REDACTED]. If you have any difficulty accessing or downloading this production, please let me know.

Very truly yours,

Michelle S. Grant