

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MICHIGAN**

TIARA YACHTS, INC.,

Plaintiff,

v.

BLUE CROSS BLUE SHIELD OF MICHIGAN,

Defendant.

Civil Action No.: 1:22-cv-603

Judge: Hon. Robert J. Jonker

Magistrate Judge: Ray Kent

DEFENDANT'S MOTION FOR PROTECTIVE ORDER

Defendant Blue Cross Blue Shield of Michigan (“BCBSM”), through its undersigned counsel, hereby moves, pursuant to Fed. R. Civ. P. 26(c), for a protective order against Plaintiff Tiara Yachts, Inc.’s overbroad, irrelevant, and disproportionate discovery requests. BCBSM makes this request for the reasons stated in its accompanying brief, which is fully incorporated here.

Pursuant to W.D. Mich. LCivR 7.1, BCBSM’s counsel, Mark J. Zausmer, in good faith attempted to seek concurrence in the relief requested in this motion from Plaintiff Tiara Yachts’ counsel, Perrin Rynders, via phone on September 4, 2025.

Respectfully submitted,

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**BRIEF IN SUPPORT OF
DEFENDANT'S MOTION FOR PROTECTIVE ORDER**

CONCISE STATEMENT OF ISSUE PRESENTED

Is Defendant BCBSM entitled to a protective order where Plaintiff Tiara Yachts has served 74 discovery requests, which suffer from defects that include overbreadth, irrelevance, disproportionality, and seeking information from beyond the applicable statute of repose?

BCSBM Says: Yes

Plaintiff Says: No

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I. INTRODUCTION

Plaintiff has served 74 discovery requests—11 interrogatories and 63 requests for production—and the vast majority suffer from critical defects that should limit the scope of BCBSM’s responses. Plaintiff submitted: (1) several requests to BCBSM that demand production of every complaint and related communication BCBSM has received regarding alleged claim overpayments *since 1984*; (2) 20 requests for production related exclusively to a separate lawsuit from 2019 that Plaintiff was not involved in; (3) at least 20 requests for production in which Plaintiff asks for every document and communication “related to” certain topics; (4) several requests for documents and information that are outside the applicable statute of repose under ERISA; and (5) documents and information related to BCBSM’s internal investigations of its claims-processing system, regardless of whether the investigations related to Plaintiff.

These discovery requests are the epitome of a “fishing expedition,” in which Plaintiff relies on types of discovery requests that courts in this and other circuits have regularly found to be impermissible. Requests for documents and information from outside the timeframe relevant to a plaintiff’s claims, such as Plaintiff’s requests for 40 years’ worth of communications, are regularly barred. Further, courts categorically prohibit requests for documents “related to” a specified topic, finding that such requests do not describe what is sought with the required particularity. Finally, courts do not require responses to requests for documents or information that have no probative value in a case, such as Plaintiff’s 20 requests that relate entirely to a separate lawsuit, several others that relate exclusively to general policies and investigations that are not specifically related to Plaintiff’s claims, and requests for BCBSM’s corporate financial information despite that punitive damages are not at issue here.

BCBSM should not be required to fully respond to discovery requests that are so clearly beyond the permissible scope of discovery under the Federal Rules of Civil Procedure. This is particularly true here, where Plaintiff's counsel has litigated many cases against BCBSM and purports to know what relevant information BCBSM has available. BCBSM has met with Plaintiff's counsel to address the issues in this motion, but the parties did not reach a resolution. BCBSM therefore requests that the Court issue an order that protects BCBSM from responding to Plaintiff's discovery requests to the extent they are unreasonable.

II. FACTUAL BACKGROUND

A. Plaintiff's claims and factual allegations.

As alleged in Plaintiff's Complaint, Plaintiff sponsors the Plan, a self-insured employee benefit healthcare plan. ECF No. 1, PageID.1 ¶ 1. Plaintiff allegedly contracted with BCBSM to serve as the claims administrator for the Plan. *Id.* at PageID.3 ¶¶ 15, 17–18. To memorialize BCBSM's role, the parties signed a series of Administrative Services Contracts ("ASCs"), beginning in 2006. *Id.* at PageID.3 ¶ 17; *see* ECF No. 12-2. The ASC was renewed annually until it was terminated in December 2018. ECF No. 1, PageID.3 ¶ 17.

Plaintiff alleges that BCBSM improperly processed claims, which allegedly resulted in the Plan overpaying fees to healthcare providers. *See id.* at PageID.15-16 ¶¶ 101–08. According to Plaintiff, this either resulted from an "intentional" "systems flaw" called "flip logic," or was a result of "common" processing errors. *See id.* at PageID.6-7, 15 ¶¶ 37–50, 102–03.

Plaintiff further alleges *possible* data deficiencies that *could be* present in Plaintiff's claims data maintained by BCBSM, but fails to allege any actual deficiencies. Specifically, Plaintiff claims that its "claims data *should* reflect all information necessary to ascertain whether a claim was properly processed and/or paid" and that, "[t]o the extent it does not, BCBSM's failure to

collect and/or maintain such data would itself be a breach of fiduciary duty.” *See id.* at PageID.13 ¶ 92 (emphasis added).

Finally, Plaintiff alleges that BCBSM engaged in prohibited transactions under ERISA and breached its fiduciary duties through a “Shared Savings Program.” *See id.* at PageID.9-12 ¶¶ 70–85. The Shared Savings Program is a group health plan cost-savings program in which BCBSM contracted with and oversaw third-party vendors that adopted measures, including new technologies, for preventing or clawing back overpayments to healthcare providers due to billing errors. ECF No. 1-6, PageID.52-54. BCBSM’s customers were auto-enrolled in the Shared Savings Program, but self-insured customers like Plaintiff were able to opt-out. *Id.* at PageID.53.

To cover the costs of these services, BCBSM used a “shared savings” model. ECF No. 1, PageID.10 ¶ 73; ECF No. 1-6, PageID.52. That is, BCBSM retained 30% of amounts saved for its customers. ECF No. 1, PageID.11 ¶ 80; ECF No. 1-6, PageID.57. If no amount was saved, however, no fee was charged to the customer. ECF No. 1-6, PageID.57. The terms of the Shared Savings Program, including the shared savings model, were disclosed in the parties’ ASC. *See* ECF No. 12-4, PageID.158 ¶ 1 (“On and after the effective date of the new Shared Savings Program . . . BCBSM will retain as administrative compensation a percentage of all funds recovered through subrogation efforts as set forth in Schedule A.”); ECF No. 12-5, PageID.161 ¶ 17 (“BCBSM will retain as administrative compensation 30% of the recoveries or cost avoidance[.]”).

Plaintiff alleges that the Shared Savings Program was a “scheme” specifically “devised” so that BCBSM could “profit” from purposely overpaying claims to providers. ECF No. 1, PageID.11-12 ¶¶ 84, 86. But the Complaint fails to allege that BCBSM in fact recovered any overpayments on behalf of the Plan under the Shared Savings Program or received compensation under the Shared Savings Program with respect to the Plan.

Based on these allegations, Plaintiff asserts two causes of action. First, BCBSM allegedly breached its fiduciary duties to the Plan under ERISA. *Id.* at PageID.18-20 ¶¶ 105–09. Second, BCBSM allegedly engaged in prohibited transactions in violation of 29 U.S.C. § 1106. *Id.* at PageID.21 ¶¶ 110–15.

B. Plaintiff’s facially disproportionate, unduly burdensome discovery requests.

Plaintiff served 11 interrogatories and 63 requests for production of documents on BCBSM on August 4, 2025. (**Ex. A**, Plaintiff’s First Discovery Requests). Plaintiff’s discovery requests are not tailored to obtaining information regarding whether BCBSM breached its fiduciary duties or engaged in prohibited transactions with respect to Plaintiff’s Plan. Rather, Plaintiff has requested:

- (1) Every complaint BCBSM has received regarding alleged overpayments *since 1984*, along with every related communication and document in BCBSM’s possession. (**Ex. A**, RFP Nos. 20, 21);
- (2) Every “program, policy, procedure, or disclosure” related to BCBSM’s BlueCard Program, also dating back to 1984. (**Ex. A**, RFP No. 45);
- (3) Essentially every document related to a purported “whistleblower” lawsuit that was filed 6 years ago in Wayne County Circuit Court. Plaintiff has dedicated *20 requests for production* to seeking this information, at least a significant portion of which is publicly available. (**Ex. A**, RFP Nos. 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 34, 36, 37, 38, 39, 40, 41, 42, 43);
- (4) The identity of every “Person responsible for the design and implementation of BCBSM’s 1997 claims ‘processing logic.’” (**Ex. A**, Interrogatory No. 4);
- (5) The identity of “all third-party vendors whom BCBSM has engaged to provide cost management services and savings programs,” including those other than the Shared Savings Program at issue here. (**Ex. A**, Interrogatory No. 10);
- (6) Every document in BCBSM’s possession that is “related to” certain topics, including BCBSM’s general policies and practices for identifying and responding to excessive and fraudulent claims, internal training regarding such claims, communications regarding unrelated investigations of such claims, BCBSM’s claims processing system, and internal audits to identify alleged overpayments. (**Ex. A**, RFP Nos. 2, 3, 4, 5, 6, 7, 8, 22, 23, 24, 25, 33). In addition to the use of the overly broad phrase “related to,” these requests do not have any time limitations.

- (7) All communications “related in any way to handling communications with BCBSM’s former, current, or prospective customers regarding an abusive provider’s practice(s),” regardless of whether those communications related to Plaintiff. (**Ex. A**, RFP No. 54);
- (8) “[A]ll documents and communications related to BCBSM’s Payment Integrity Services” and “all documents and communications with any service providers or third-party vendors, former and current, relating in any way to” Payment Integrity Services, even though BCBSM’s Payment Integrity Services encompass programs that extend well beyond those at issue in this lawsuit. (**Ex. A**, RFP Nos. 55, 56);
- (9) “[A]ll documents and communications relating to deficiencies, errors, and/or missing information in Your claims data for Plaintiff, the Plan, *or other ASC customers*,” thus explicitly fishing for information that has nothing to do with Plaintiff. (**Ex. A**, RFP No. 57);
- (10) “[A]ll documents and communications regarding BCBSM’s decision to implement the Shared Savings Program” and “all documents and communications relating to the costs that were avoided or recovered as a result of the Shared Savings Program,” even though neither topic relates to how the Shared Savings Program impacted Plaintiff. (**Ex. A**, RFP Nos. 58, 61);
- (11) “[A]ll documents and communications relating BCBSM’s (sic) investigation and/or analysis of claims impacted by its system logic” and “all documents and communications reflecting BCBSM’s disclosure of the implications of its system logic,” again regardless of how those documents and communications impacted Plaintiff; (**Ex. A**, RFP No. 62, 63);
- (12) All of BCBSM’s company financial statements. (**Ex. A**, RFP No. 35);
- (13) Documents and information that are targeted toward Plaintiff and the Plan, but extend well beyond ERISA’s 6-year statute of repose. (**Ex. A**, RFP Nos. 3, 31, 32, 44, 53, 60, Interrogatory Nos. 5, 6, 7, 8, 9); and
- (14) Documents and communications related to BCBSM’s internal investigation of the claims in this lawsuit and its claims processing systems generally. (**Ex. A**, RFP Nos. 46, 47, Interrogatory Nos. 1, 3).¹

¹ To the extent BCBSM’s motion and brief do not specifically address a discovery request, that is in no way intended to be an admission that the request is within the scope of discovery. BCBSM expressly reserves its right to object to any of Plaintiff’s discovery requests, regardless of whether the specific request has or has not been addressed in this motion.

With this motion, BCBSM seeks protection from Plaintiff's discovery requests to the extent they are unreasonable and otherwise outside the scope of permissible discovery.

III. LEGAL STANDARD

Under Fed. R. Civ. P. 26(c), “[a] party or any person from whom discovery is sought may move for a protective order” against discovery requests from another party that are not within the scope of permissible discovery, which under Fed. R. Civ. P. 26(b) means “nonprivileged matter that is relevant to any party’s claim or defense and proportional to the needs of the case.” Critically, “[t]he mere hope that additional discovery may give rise to winning evidence does not warrant the authorization of wide-ranging fishing expeditions.” *Tolliver v. Fed. Repub. Of Nigeria*, 265 F. Supp. 2d 873, 880 (W.D. Mich. 2003). Rule 26(c) permits the court to grant a party’s motion for protective order “for good cause” to protect the party “from annoyance, embarrassment, oppression, or undue burden or expense.”

The Court “has broad discretion to grant or deny protective orders, but such discretion is ‘limited by the careful dictates of Fed. R. Civ. P. 26.’” *Lewis v. St. Luke’s Hosp. Ass’n*, 132 F.3d 33, 1997 WL 778410 (6th Cir. 1997). This includes significant discretion to determine the type of protection to grant. Rule 26(c)(1) provides several examples of the type of protections that are available, including “(A) forbidding the disclosure or discovery; (B) specifying terms, including time and place or the allocation of expenses, for the disclosure or discovery; . . . [and] (D) forbidding inquiry into certain matters.”

IV. ANALYSIS

A. Courts regularly find that discovery requests for all documents and information “related to” a certain topic are overbroad.

Courts routinely hold that document requests seeking “all documents relating to” a topic are inherently overbroad. *See, e.g., Donnelly v. Arrington Dev., Inc.*, 2005 WL 8167556,

1:04CV889, at *1 (M.D.N.C. Nov. 8, 2005) (“it has been held that documents requests seeking ‘any and all’ documents ‘relating to’ are overly broad”); *see also Martin v. Trott Law, P.C.*, No. 15-12838, 2016 WL 9450599, at *5 (E.D. Mich. Dec. 22, 2016). Among other problems, such requests fail to satisfy the directive in Fed. R. Civ. P. 34(b)(1)(A) that every document request must describe “with reasonable particularity” each item or category of “items to be inspected.” *Donnelly*, 2005 WL 8167556, at *1.

Here, Plaintiff has submitted 20 Requests for Production that violate this principle: RFP Nos. 2, 3, 4, 5, 6, 7, 8, 22, 23, 24, 25, 33, 54, 55, 56, 57, 58, 61, 62, and 63. Each of these requests for production seeks all documents or communications “related to” certain topics, without any limitations on scope. As a result of its repeated failure in those requests to describe the documents sought with reasonable particularity, Plaintiff has not placed BCBSM on “reasonable notice of what is called for and what is not.” *Donnelly*, 2005 WL 8167556, at *1 (internal citations omitted). BCBSM therefore respectfully requests an order, pursuant to Fed. R. Civ. P. 26(c)(1)(A), that prevents BCBSM from having to respond to these facially overbroad requests. *See Donnelly*, 2005 WL 8167556, at *2 n.2 (“the court will not require an answer when the requests are overly broad on their face”).

B. Documents dated outside the limitations period are facially irrelevant to any claim or defense in this matter.

Under ERISA’s statute of repose, breach of fiduciary duty and prohibited transactions claims must be brought within six years after the alleged breach or violation occurred. 29 U.S.C. § 1113(1). Further, under the ERISA statute of limitations, this period is shortened to three years when a plaintiff has “actual knowledge of the breach or violation.” 29 U.S.C. § 1113(2). Setting aside any alleged factual issues underlying the question of whether Plaintiff had “actual

knowledge” sufficient for the three-year limitations period to apply, there is no question that ERISA’s six-year statute of repose applies to Plaintiff’s claims.

As many courts have held, discovery extending beyond an applicable limitations period is not proportional to the needs of a case. *See, e.g., Majestic Bldg. Maint., Inc. v. Huntington Bancshares Inc.*, 2:15-cv-3023, 2018 WL 3358641, at *10 (S.D. Ohio July 10, 2018); *see also Arenas v. Unified Sch. Dist.*, No. 15-cv-9359, 2016 WL 6071802, at *6 (D. Kan. Oct. 17, 2016) (limiting testimony to limitations period “to avoid unnecessary burden and expense”); *Greene v. Sears Prot. Co.*, No. 15 C 2546, 2017 WL 1134484, at *5 (N.D. Ill. Mar. 27, 2017) (“This Court agrees . . . that plaintiffs have provided no compelling argument that discovery going back” before the statute of limitations period “is warranted”); *Wilson v. MRO Corp.*, No. 16-cv-05279, 2017 WL 561333, at *2 (S.D. W. Va. Feb. 10, 2017) (limiting discovery “[i]n view of the applicable limitations period for Plaintiffs’ claims, and considering that the scope of discovery must be proportional to the needs of the case”).

Yet several of Plaintiff’s discovery requests facially violate these principles. As explained above, Plaintiff submitted three requests for production that expressly seek information *dating as far back as 1984*. (Ex. A, RFP Nos. 20, 21, and 45). Similarly, one of Plaintiff’s interrogatories seeks the identity of every single person responsible for implementing BCBSM’s claims processing logic *in 1997*. (Ex. A, Interrogatory No. 4). Next, six of Plaintiff’s requests for production and five of its interrogatories seek Plan-related information extending back to the start of Plaintiff’s contractual relationship with BCBSM in 2006, even though no information from before 2016 could possibly be actionable. (Ex. A, RFP Nos. 3, 31, 32, 44, 53, 60, Interrogatory Nos. 3, 5, 6, 7, 8, 9). Finally, the vast majority of Plaintiff’s requests do not contain *any* type of

time limitation and thus, read strictly on their plain language, would extend beyond the statute of repose.

BCBSM requests an order preventing it from having to respond to Plaintiff's discovery requests to the extent they seek documents and information from outside the scope of the ERISA statute of repose period.

C. Documents and information related to the Dennis Wegner lawsuit and several other topics are outside the scope of discovery in this matter.

Plaintiff has also submitted numerous discovery requests that are topically outside the scope of permissible discovery. Fed. R. Civ. P. 26(b), among its other limitations, permits discovery only of "nonprivileged matter that is relevant to any party's claim or defense" While BCBSM acknowledges that this language has been interpreted broadly, courts have also been clear that it is not unlimited. To the contrary, a party is entitled to obtain information in discovery only if "the material sought has some probative value in proving or disproving a claim or defense." *Wilson v. Plastic Omnium Auto Exteriors, L.L.C.*, No. 13-cv-15081, 2014 WL 5460634, at *2 (E.D. Mich. Oct. 27, 2014) (internal citations omitted).

Twenty of Plaintiff's requests for production relate entirely to a separate lawsuit that Plaintiff was not involved in. (Ex. A, RFP Nos. 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 34, 36, 37, 38, 39, 40, 41, 42, 43). The case was filed in Wayne County Circuit Court in 2019 by a former BCBSM employee. The caption is *Wegner v. Blue Cross Blue Shield of Michigan*, WCCC Case No. 19-001808-CD. While the plaintiff in that case purported to be a "whistleblower" with respect to certain aspects of BCBSM's claims-processing systems, the relevance of the lawsuit *to Plaintiff* is that the filing put Plaintiff on notice of potential claims it may have against BCBSM. But Plaintiff already has that public information in its possession. Otherwise, there is no indication that BCBSM's claims-processing systems *as they relate to Plaintiff* were at issue in the Wegner case.

Plaintiff also submitted several requests for documents and communications related to BCBSM's internal investigations of this lawsuit and its claims-processing systems generally. (Ex. A, RFP Nos. 46, 47, Interrogatory Nos. 1, 11). Plaintiff's Interrogatory No. 1 and RFP Nos. 46 and 47 request information, including notes and other mental impressions, from every communication that anyone within BCBSM has had *regarding this case*. Even setting aside the obvious privilege and work-product issues implicated with identifying or producing documents and information created by or at the direction of counsel, actions that occurred after the termination of Plaintiff's contractual relationship with BCBSM could not give rise to a claim, and such actions are neither probative with respect to Plaintiff's claims nor proportional to the needs of this case. Similarly, Interrogatory No. 11 seeks extensive information about BCBSM's internal investigations of complaints related to its claims-processing system since 2017, regardless of whether the complaints related in any way to Plaintiff. This does not fall within the scope of permissible discovery. *See, e.g., Roe v. Univ. of Cincinnati*, No. 1:22-cv-00376, 2025 WL 1696974, at *4 (S.D. Ohio June 17, 2025) ("Neither UC's methodology for investigating separate claims of sexual misconduct in general nor the Department Education's investigations into UC *over the previous decade* appear to have any proportional bearing on Plaintiffs' theory of liability").

Plaintiff's RFP No. 35 seeks copies of BCBSM's "Annual Statements, quarterly and annual DIFS statements, and Statutory Financial Statements from the start of the Contractual Periods [i.e., 2006] until the present." This information is also not within the scope of discovery. Financial information may be relevant when punitive damages are at issue, but Plaintiff has not made a punitive damage claim in this matter. *See, e.g., Corizon Health, Inc. v. CorrecTek, Inc.*, No. 5:17-cv-35, 2017 WL 7693390, at *4 (W.D. Ky. Dec. 12, 2017). Even when punitive damages are at issue, "[m]ost courts addressing the proper scope of financial discovery have limited such

discovery ‘to the period providing a picture of the defendant’s **current** financial condition and net worth, usually the most recent year or two.’ *Id.* Moreover, BCBSM’s financial condition is particularly irrelevant at this early stage of litigation, where a number of potentially dispositive preliminary issues (e.g., Plaintiff’s signed release and time limitations) still need to be determined. BCBSM therefore respectfully submits that it should not have to disclose any financial information, at least at this stage. *See R.A. Jones & Co. v. Omni Tech. Inc.*, No. 08-189, 2009 WL 10676892, at *2 (E.D. Ky. Jun. 12, 2009) (“the court declines to require defendant to produce the requested financial information at this early stage of discovery”).

Finally, Plaintiff asks for the identity of “all third-party vendors whom BCBSM has engaged to provide cost management services and savings programs,” including those other than the Shared Savings Program that is at issue here. (**Ex. A**, Interrogatory No. 10). The problem with this request is that it expressly seeks information that is outside the scope of Plaintiff’s claims. Plaintiff’s claims—to the extent they can be even arguably actionable—are not that there were issues generally with BCBSM’s claim processing and Shared Savings Program, but that BCBSM breached fiduciary duties it allegedly owed *to Plaintiff specifically*. BCBSM is aware of efforts by Plaintiff’s counsel to sign additional clients on whose behalf he can sue BCBSM, but that endeavor is not within the scope of discovery. BCBSM is willing to provide information in discovery *that relates to Plaintiff’s claims*, but any information outside of that scope would have no probative value as to Plaintiff’s claims in this lawsuit.

D. Plaintiff’s discovery requests are intentionally overbroad and disproportionate to the needs of this case.

This is not a situation in which Plaintiff submitted overly broad and irrelevant discovery requests out of ignorance of the information BCBSM has in its possession that Plaintiff might use to support its claims. To the contrary, Plaintiff is represented by counsel in this matter who has

litigated many cases against BCBSM over the past two decades. Indeed, Plaintiff's counsel does not hesitate to regularly remind BCBSM of his extensive knowledge of the various types of documents, data, and information that BCBSM has available to it. (*See, e.g., Ex. B, Rynders Correspondence 8.22.25, at 2*). Plaintiff's counsel has the knowledge and skill to make reasonable requests with the particularity required under the Federal Rules of Civil Procedure, instead of requesting every single document and communication BCBSM has that "relate to" its processing of health insurance claims over the past 40 years. "The mere hope that additional discovery may give rise to winning evidence does not warrant the authorization of wide-ranging fishing expeditions." *Tolliver*, 265 F. Supp. 2d at 880.

V. CONCLUSION

Given the facial problems with Plaintiff's discovery requests, BCBSM respectfully requests that the Court grant its motion and issue a protective order that protects BCBSM from responding to Plaintiff's discovery requests to the extent they are unreasonable. To be clear, BCBSM has no intention of withholding relevant documents and information in this lawsuit. In both its verbal communications with opposing counsel before it filed this motion and in the written discovery responses that BCBSM timely served on Plaintiff, BCBSM has made clear that it will search for relevant documents and information (including Tiara Yachts' electronic claims data within the relevant timeframe) using mutually agreeable search terms within the scope of permissible discovery. BCBSM seeks a protective order that limits Plaintiff's requests to their proper scope, as described in this motion.

Dated: September 4, 2025

Respectfully submitted,

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EXHIBIT A

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

TIARA YACHTS, INC.,

Plaintiff,

v.

BLUE CROSS BLUE SHIELD OF MICHIGAN,

Defendant.

Case No. 1:22-cv-603

Honorable Robert J. Jonker

Magistrate Judge Ray Kent

**PLAINTIFF'S FIRST SET OF INTERROGATORIES AND
REQUESTS FOR PRODUCTION OF DOCUMENTS TO DEFENDANT**

Plaintiff Tiara Yachts, Inc. ("Plaintiff" or "Tiara") submits the following interrogatories and requests for production of documents under Fed. R. Civ. P. 33 and 34 to Defendant Blue Cross and Blue Shield of Michigan. Defendant is required to answer and supplement these interrogatories and requests for production of documents in full compliance with those rules.

GENERAL DEFINITIONS

Except as specifically noted in a particular discovery request, the following definitions shall apply to each of the following terms throughout these discovery requests:

1. "Document" or "documents" means anything covered by Fed. R. Civ. P. 34(a).
2. "Defendant," "BCBSM," "you," and "your" means or refers to Blue Cross and Blue Shield of Michigan; its employees, agents, attorneys, representatives, subsidiaries, and accountants; and every person or entity that possesses information or documents on behalf of Blue Cross and Blue Shield of Michigan.

3. "Communication" or "communications" means any spoken or written transfer of information or documents from one or more persons to one or more other persons.

4. "Person" or "persons" means and includes, without limitation, any natural person, firm, association, organization, partnership, business trust, corporation, limited liability company, public entity, or any other type of entity

5. "Identity" or "identify," when used with reference to a natural *person*, means to state with respect to such person:

- a. His or her name.
- b. His or her present residence address and telephone number.
- c. The identity of the person or entity by whom he or she is employed, or with whom he or she is affiliated.
- d. His or her title, duty, or position at his or her place or place of employment/affiliation.
- e. His or her past and present relationships to Defendant.

Once a person has been identified, it is sufficient thereafter when identifying that person merely to state his/her/its name.

6. "Identity" or "identify," when used with respect to a *document*, means to assign a unique alpha-numeric designation to such document and to state:

- a. The type of document (letter, memorandum, etc.).
- b. The identity of the author/addressor of the document.
- c. The identity of the addressee of the document.
- d. The identity of all recipients of indicated or blind copies.
- e. Its date.
- f. Its subject matter.
- g. The total number of pages.
- h. The identity of all attachments or appendices.
- i. The identity of all persons to whom it or its contents were distributed, shown, or explained.
- j. The identity of the present custodian.
- k. The identity of each natural person whose testimony could be used to authenticate the document.

All subsequent references to a document once identified may be made by stating the document identification number assigned by you pursuant to the above instruction.

7. "Identity" or "identify," when used with reference to a *communication*, means to:
- a. Identify the person or persons making or originating the communication.
 - b. Identify the person or persons to whom or in whose presence the communication was made.
 - c. State when and where the communication was made.
 - d. Identify all documents that embody, relate to, or refer to the communication.
 - e. State the substance of the communication.

For each communication for which a claim of privilege or work-product is made, respond to sub-parts a through e above; state the subject matter of the communication; identify all persons to whom some or all of the contents of the communication were communicated; and state the nature of the privilege or work-product claim asserted.

8. "Identity" or "identify," when used with respect to a *fact* or *reason*, means to state for each such fact or reason:

- a. All events, conditions, data observations, or states of affairs that support or relate to the fact or reason.
- b. All subsidiary facts, data, or observations from which or by which the fact or reason is observed, inferred, or detected.
- c. The logical reasoning by which the fact or reason is inferred from subsidiary events, conditions, observations, data, or states of affairs.
- d. All corroborating facts, reasons, or data.

9. "Identify" or "identify," when used with respect to a *Claim* or *Claims* means to state:

- a. the claim(s) number;
- b. the billed amount(s);
- c. the amount(s) paid;
- d. the reason for any discount, network rate, or repricing that was applied (or not applied); and
- e. whether any subsequent negotiation or refund request was made.

10. The term "specify" as used herein shall mean:

- a. To describe fully and in detail by reference to underlying facts rather than by reference to ultimate facts or conclusions of fact or laws.
- b. Where applicable, to particularize as to (i) time, (ii) place, and (iii) manner.
- c. To set forth all relevant facts necessary to the complete understanding of the act, process, event, or thing in question.

11. The words "any," "each," "all," and "every," include the singular and the plural, and they shall be deemed interchangeable.

12. When an inquiry is made for information related to an occurrence "between" two dates, the inquiry seeks information for the period including the years or dates designated.

13. As used herein, the singular includes the plural and the plural includes the singular. Similarly, words of one gender shall be deemed to include words of all genders.

14. The term "Complaint" as used hereafter shall mean, unless otherwise specifically noted, the Complaint filed by Plaintiff in the captioned matter.

SPECIAL DEFINITIONS

1. "ASC" shall mean the Administrative Services Contract entered into by and between Tiara Yachts, Inc. and BCBSM, together with all schedules, amendments, riders, renewals, exhibits, or other modifications during the Contractual Period.

2. "Claim(s)" "claims(s)" means any request for payment or reimbursement of medical, hospital, pharmaceutical, or other health-related expenses incurred by an Enrollee from a Provider, as further defined in the parties' former ASC.

3. "Contractual Period(s)" means from January 1, 2006 until December 31, 2018.

4. "Employee" as defined in the parties' former ASC, means the following who were eligible and enrolled for coverage, (i) employees as designated by the Plan; (ii) if applicable, retirees and their surviving spouses as designed by the Plan; and (iii) COBRA beneficiaries.

5. **"Enrollee"** as defined in the parties' former ASC, means an individual who is enrolled in Tiara's self-funded health benefit Plan, either as an Employee, spouse, or as a dependent of an Employee.

6. **"Plan"** means the S2 Yachts, Inc. Employee Benefit Plan, sponsored by Tiara.

7. **"Provider"** means any healthcare provider or facility that submits claims to BCBSM to be paid.

8. **"Wegner's Complaint"** means the complaint filed by Dennis Wegner against BCBSM in *Dennis Wegner v. BCBSM*, No 19-001808-CD (Wayne Cnty. Cir. Ct.).

INSTRUCTIONS

1. Each Discovery Request is to be answered separately in writing. However, if the answer to any Discovery Request would be the same as the answer to any other Discovery Request, the answer may be incorporated by reference thereto.

2. In answering these Discovery Requests, you are required to furnish such information in answer thereto as is available to you or that is available to or could be obtained by BCBSM from its subsidiaries, affiliates, employees, agents, representatives, sureties, or indemnitors.

3. All electronically stored information (ESI) and computerized information or records must be produced in its native format and with a load file set that ties together the native file, text, and metadata. Paper documents, including notes or spreadsheets in paper form, shall be produced as Single-page Group IV TIFF images at 300 x 300 dpi resolution for black and white pages or single-page JPEG images at 300 x 300 dpi resolution for color pages. The production shall be searchable and shall include the appropriate Load/Utilization files which will, at a minimum, contain the following fields:

- a. Beginning Production Number
- b. Ending Production Number
- c. Beginning Attachment Production Number
- d. End Attachment Production Number
- e. Custodian/Source
- f. Confidentiality
- g. Document Type
- h. Document Properties
- i. Page Counts
- j. Created Date
- k. Last Modified Date
- l. OCR .TXT file
- m. MD5 Hash

4. If you know of the existence, past or present, of any document described in a document request but are unable to produce such document because it is not presently in your possession, custody or control, you shall so state in your response to such request, and you shall identify such document, and the individual(s) in whose possession, custody or control the document was last known to reside. If such document no longer exists, state when, how and why such document ceased to exist.

5. These Discovery Requests shall be deemed continuing so as to require you to file supplementary answers if you obtain further or different information between the time of answering these Discovery Requests and the time of trial.

6. If, because of a claim of attorney-client privilege, work product, or other protection, you withhold from production any document called for by these document requests, please provide a written schedule or log setting forth for each document withheld the following information:

- a. The nature of the privilege claimed (e.g., attorney-client, work product, etc.).
- b. The name of any attorney with respect to whom the privilege is claimed.
- c. The basis for claiming the privilege as to the specific information or document involved.
- d. The author, addressee, persons to whom copies were furnished, and date.
- e. A description of the subject matter of each such document.
- f. The current custodian of each copy of the document.

INTERROGATORIES

1. Since July 1, 2022, identify every communication BCBSM had with any Person who has provided a statement or information related in any way to any of the allegations contained in the Complaint, including, for each communication, the name of the Person contacted and the date, time, length, and content of each such communication.

ANSWER:

2. Identify the persons most knowledgeable about BCBSM's claims processing systems, including those used in connection with BCBSM's Shared Savings Program and claims processing logic systems (including, its NASCO platform).

ANSWER:

3. Identify all Claims during the Contractual Period related to Plaintiff and its Plan where you identified a Provider was overpaid, and for each particular Claim explain how the overpayment was discovered and what, if anything, was done in response.

ANSWER:

4. Identify each Person responsible for the design and implementation of BCBSM's 1997 claims "processing logic," pursuant to which BCBSM began paying the charged amount for certain claims submitted by out-of-state non-participating providers to which a member had been referred by a participating provider and any documents related in any way to the design and implementation of such amended claims processing logic. *See* Complaint, **Exhibit C** (ECF No. 1-4, PageID.40-43).

ANSWER:

5. Identify and describe every way in which Plaintiff and its Plan was impacted by BCBSM's claim processing logic (its flip logic system), as discussed in **Exhibit A** and **Exhibit C** to Plaintiff's Complaint (ECF No. 1-2, PageID.25-29, BCBSM-Comau 00029292-00029295; ECF No. 1-4, PageID.40-43, BCBSM-Comau 00029315-29317).

ANSWER:

6. Identify every Claim relating to Plaintiff and its Plan, by unique claim number, that was impacted by BCBSM's claims processing logic, as discussed in **Exhibit C** to Plaintiff's Complaint (ECF No. 1-4, PageID.40-43, BCBSM-Comau 00029315-29317), including identifying any documents or communications relating to the analysis or investigation of such impact.

ANSWER:

7. Identify every Claim during the Contractual Period relating to Plaintiff and its Plan, by unique claim number, for which BCBSM retained a fee pursuant to the Shared Savings Program.

ANSWER:

8. Identify, and describe in detail, all cost management services and programs within BCBSM's base administrative fee, that BCBSM provided to Plaintiff and its Plan *prior* to implementing the Shared Savings Program, and any documents reflecting such services.

ANSWER:

9. Identify, and describe in detail, all cost management services and programs within BCBSM's base administrative fee, that BCBSM provided to Plaintiff and its Plan *after* implementing the Shared Savings Program, and any documents reflecting such services, including those services identified in **Exhibit E** and **Exhibit F** of Plaintiff's Complaint (ECF No. 1-6, PageID.51-59, BCBSM-Comau 00019835-00019842; ECF No. 1-7, PageID.60-72, BCBSM-Comau 00029035-00029046).

ANSWER:

10. Identify all third-party vendors whom BCBSM has engaged to provide cost management services and savings programs, including vendors like MultiPlan, as identified in **Exhibit E** and **Exhibit F** of Plaintiff's Complaint (ECF No. 1-6, PageID.51-59, BCBSM-Comau 00019835-00019842; ECF No. 1-7, PageID.60-72, BCBSM-Comau 00029035-00029046).

ANSWER:

11. Identify each and every report, summary, communication, study, or investigation that BCBSM prepared or initiated as a result of the complaints, issues, inquiries, concerns, and notifications raised by any BCBSM employee since January 1, 2017, regarding BCBSM's claims processing systems, including those concerns discussed in **Exhibit A** and **Exhibit C** to Plaintiff's Complaint (ECF No. 1-2, PageID.25-29, BCBSM-Comau 00029292-00029295; ECF No. 1-4, PageID.40-43, BCBSM-Comau 00029315-29317).

ANSWER:

[Intentionally left blank].

REQUESTS FOR PRODUCTION OF DOCUMENTS

1. Produce a privilege log for all documents withheld on the basis of the attorney-client privilege and/or work-product doctrine.

RESPONSE:

2. Produce all documents and communications you relied upon in answering the above interrogatories, or which support the answers given in response to the above interrogatories.

RESPONSE:

3. For all claims associated with Plaintiff during the Contractual Periods, produce all documents, including communications, between BCBSM and any Provider related to BCBSM disputing the amount being sought by the Provider, Employee, or Enrollee.

RESPONSE:

4. Produce all documents relating to BCBSM's policies, practices, or systems for identifying excessive claims submitted by Providers, Employees, or Enrollees.

RESPONSE:

5. Produce all documents relating to BCBSM's policies, practices, or systems for identifying fraudulent claims submitted by Providers, Employees, or Enrollees.

RESPONSE:

6. Produce all documents relating to BCBSM's policies, practices, or systems discussing what response actions should be taken when a claim submitted by a Provider, Employee, or Enrollee is identified as potentially excessive, duplicative, or fraudulent.

RESPONSE:

7. Produce all documents relating to internal training, instructions, or directives about identifying or responding to excessive or fraudulent claims submitted by Providers, Employees, or Enrollees.

RESPONSE:

8. Produce all documents, including internal and external communications, relating to identifying, investigating or responding to excessive or fraudulent claims submitted by Providers, Employees, or Enrollees.

RESPONSE:

9. Produce all documents, including internal BCBSM communications, related to Dennis Wegner's Complaint, concerns, and/or investigation into excessive payments made to Providers, Employees, or Enrollees.

RESPONSE:

10. Produce all internal communications related to the termination of Dennis Wegner's employment.

RESPONSE:

11. Produce all documents, including internal BCBSM communications, relating to Rod Begosa's involvement with the allegations made by Dennis Wegner regarding excessive payments made to Providers, Employees, or Enrollees.

RESPONSE:

12. Produce all documents, including internal BCBSM communications, relating to Robert Hopper's, Lori Shannon's, Gary Gavin's, David Malik's involvement with, and/or Ken Dallafior's knowledge about, the allegations made by Dennis Wegner, in Wegner's Complaint, regarding excessive payments made to Providers, Employees, or Enrollees.

RESPONSE:

13. Produce any documents, including internal BCBSM communications, related to you directing Dennis Wegner to cease inquiring about the amount of claims for which Providers, Employees, or Enrollees were being reimbursed, to "stand down," or to refrain in any way from alerting any BCBSM customers of overpayments made to Providers, Employees, or Enrollees, as alleged in Wegner's Complaint.

RESPONSE:

14. Produce any documents, including internal BCBSM communications, related to Dennis Wegner complaining, notifying, or expressing his concerns to David Malik, or any other BCBSM employee, regarding Providers, Employees, or Enrollees being overpaid for certain claims.

RESPONSE:

15. Produce all documents, including internal and external communications, related to Dennis Wegner receiving customer alerts about excessive payments made to Providers, Employees, or Enrollees, including a customer's concern about significant medical claims in excess of \$250,000, as alleged in Wegner's Complaint.

RESPONSE:

16. Produce all documents, including internal and external communications, related to Dennis Wegner's research and discovery of two BCBSM customers being billed for excessive payments made to Providers, Employees, or Enrollees, totaling \$125,000 and \$75,000, as alleged in Wegner's Complaint.

RESPONSE:

17. Produce all documents, including internal and external communications, related to BCBSM reimbursing a customer in excess of \$600,000 for overbilling, as alleged in Wegner's Complaint.

RESPONSE:

18. Produce all documents related to Dennis Wegner's investigation into excessive payments made to Providers, Employees, or Enrollees, including any internal memos, communications, notes, or summaries created by Dennis Wegner.

RESPONSE:

19. Produce all emails involving Dennis Wegner related in any way to alleged or actual overpayments to Providers, Employees, or Enrollees; excessive charges from Providers, Employees or Enrollees; fraudulent charges from Providers, Employees, or Enrollees; or any other concerns related to an inaccurate Provider, Employee or Enrollee payment or payment requests.

RESPONSE:

20. Produce all documents, including internal BCBSM communications, in which an individual, including current or former employees, has complained, expressed concern, or notified you in any way of excessive payments being made to Providers, Employees, or Enrollees from 1984 to present.

RESPONSE:

21. Produce all documents, including communications, between you and any Provider, Employee, or Enrollee related to excessive or fraudulent claims submitted from 1984 to present.

RESPONSE:

22. Produce all documents, including internal BCBSM communications, related to the system(s) that BCBSM used to process Plaintiff's and the Plan's Claims that potentially caused (or causes) too much money to be paid for certain claims of Providers, Employees, or Enrollees.

RESPONSE:

23. Produce all documents and internal communications regarding the inability of BCBSM's claims processing system to prevent Providers, Employees, or Enrollees from being overpaid.

RESPONSE:

24. Produce all studies, reports, surveys, summaries, analyses, memoranda, guidelines, or other documents pertaining to BCBSM's internal processing and payment of excessive or fraudulent claims.

RESPONSE:

25. Produce all documents supporting your defenses in this case.

RESPONSE:

26. Produce all documents you have identified in your Rule 26(a)(1) initial disclosures.

RESPONSE:

27. Produce all documents evidencing your policies, practices, and procedures relating to inquiries (both internal and external) about responding to complaints of Providers, Employees, or Enrollees being overpaid for claims.

RESPONSE:

28. Produce all ASC Billing Reports relating to Plaintiff and its Plan.

RESPONSE:

29. Produce a copy of the fee schedule (or similar document) that BCBSM had with each Provider, that submitted Claims related to Plaintiff and its Plan, for the Contractual Periods.

RESPONSE:

30. Produce all documents explaining or discussing how BCBSM's claims processing software works, including training manuals, explanations for customers, and software guides.

RESPONSE:

31. Produce a complete electronic set of all of the Claims data relating to the Claims you processed on behalf of Plaintiff and its Plan.

RESPONSE:

32. To the extent not contained in the immediately preceding request, produce electronic data showing the amount of each Claim submitted by any Provider, Employee, or Enrollee to BCBSM for any person covered by Plaintiff and its Plan, and the corresponding data showing the amount of the Claim for which the Provider, Employee, or Enrollee was paid.

RESPONSE:

33. Produce all documents related to any audit or investigation conducted by BCBSM or any third party engaged by BCBSM to identify overpayments made to Providers, Employees, or Enrollees on behalf of Plaintiff and its Plan.

RESPONSE:

34. Produce all documents related to any committees, action teams, groups of individuals, or individuals that investigated or examined (or oversaw any investigation or examination) the allegations regarding BCBSM's claims processing system made by Dennis Wegner in Wegner's Complaint, or any issues related to or similar to what Mr. Wegner alleged in his lawsuit, or prior to his lawsuit, regarding BCBSM's claims processing system.

RESPONSE:

35. Produce a copy of your Annual Statements, quarterly and annual DIFS Statements, and Statutory Financial Statements from the start of the Contractual Periods until the present.

RESPONSE:

36. Produce any and all documents in Defendant's possession, custody, or control constituting, reflecting, or relating to the *Wegner* Case, including, but not limited to Complaint(s), Answer(s), Arbitration hearing transcripts, Motions and responses to Motions, Appeal petitions, all Opinions and Orders issued by any court, Charges filed with any Administrative Agency related to the legal action and all related Position Statements, Determinations, or Orders.

RESPONSE:

37. Produce all transcripts or recordings (including both audio and video) of any under-oath testimony of any BCBSM employee, former employee, expert, consultant, or other agency of BCBSM's made in connection with the *Wegner* Case.

RESPONSE:

38. Produce a copy of every deposition transcript (including exhibits) from any deposition taken in the *Wegner* Case.

RESPONSE:

39. Produce a copy of every discovery answer from any party in the *Wegner* Case.

RESPONSE:

40. Produce all witness lists (including both lay and expert witnesses) from the *Wegner* Case.

RESPONSE:

41. Produce all exhibit lists filed or exchanged in the *Wegner* Case.

RESPONSE:

42. Produce all exhibits listed on any exhibit list filed or exchanged in the *Wegner* Case.

RESPONSE:

43. Produce all expert reports from the *Wegner* Case.

RESPONSE:

44. Produce each Schedule B as referenced in Plaintiff's ASCs and/or Schedule As to its ASC.

RESPONSE:

45. Produce a copy of each program, policy, procedure, or disclosure of the BlueCard Program, including any amendments, that existed from March 1, 1984, until present.

RESPONSE:

46. Produce any communications, including any notes related to any such communications, with every Person whom You contacted, consulted, or interviewed in relation to this case.

RESPONSE:

47. Produce all notes, summaries, or transcripts from any interview of any employee, former employee, or potential witness related to this case.

RESPONSE:

48. Produce all documents and communications related to any Provider Investigation Request, as that term may be used by the Blue Cross Blue Shield Association Inter-Plan Programs Manual, that You sent to any Par/Host Plan, as that term is commonly used by entities apart of the BCBSA, for any Provider that provided services to an Enrollee of the Plan.

RESPONSE:

49. Produce any documents and communications showing all vendors that BCBSM engaged to conduct forensic bill review, payment analytics, and provider credit recovery, or any other cost containment programs, and any documents, communications, and reports related to such engagements.

RESPONSE:

50. Produce any documents and communications involving every member and employee, current and former, of the account management team and "cross functional stakeholders" at BCBSM, as referenced in the 2017/9/12 E-mail from Robert Hopper, bates stamped BCBSM-Comau 00029292, **Exhibit A** to Plaintiff's Complaint (ECF No. 1-2, PageID.26-28).

RESPONSE:

51. Produce all documents and communications regarding the "scrip for account management team to follow in their conversation with groups" as referenced in the 2017/9/12 E-mail from Robert Hopper, bates stamped BCBSM-Comau 00029292, **Exhibit A** to Plaintiff's Complaint (ECF No. 1-2, PageID.26-28).

RESPONSE:

52. Produce any documents You have provided to or obtained from non-parties, whether by a subpoena or voluntary disclosure, that refer or relate to the subject matter of this litigation.

RESPONSE:

53. Produce all Annual and Quarterly Settlements related to Plaintiff and its Plan.

RESPONSE:

54. Produce all communications with any BCBSM account representative or employee related in any way to handling communications with BCBSM's former, current, or prospective customers regarding an abusive provider's practice(s) and any documents, scripts, agendas, and training materials related in any way to such communications.

RESPONSE:

55. Produce all documents and communications related to BCBSM's Payment Integrity Services (as identified in the Payment Integrity: Ensuring the Accuracy of Claims, **Exhibit F** to Complaint, ECF No. 1-7, PageID.62-72).

RESPONSE:

56. Produce all documents and communications with any service providers or third-party vendors, former and current, relating in any way to BCBSM's Payment Integrity Services (as identified in the Payment Integrity: Ensuring the Accuracy of Claims, **Exhibit F** to Complaint, ECF No. 1-7, PageID.62-72).

RESPONSE:

57. Produce all documents and communications relating to deficiencies, errors, and/or missing information in Your claims data for Plaintiff, the Plan, or other ASC customers.

RESPONSE:

58. Produce all documents and communications regarding BCBSM's decision to implement the Shared Savings Program with respect to its self-funded customers.

RESPONSE:

59. Produce all documents and communications reflecting BCBSM's disclosure of the Shared Savings Program to Plaintiff.

RESPONSE:

60. Produce all of Plaintiff's monthly customer invoices, from 2006 to present.

RESPONSE:

61. Produce all documents and communications relating to the costs that were avoided or recovered as a result of the Shared Savings Program, which relate to Tiara or BCBSM self-funded customers generally.

RESPONSE:

62. Produce all documents and communications relating BCBSM's investigation and/or analysis of claims impacted by its system logic, as discussed in **Exhibit C** to Plaintiff's Complaint (ECF No. 1-4, PageID.41-43, BCBSM-Comau 00029315-29317), including but not limited to, BCBSM's investigation of claims processed in 2016 where BCBSM found \$23 million in potential savings.

RESPONSE:

63. Produce all documents and communications reflecting BCBSM's disclosure of the implications of its system logic, as discussed in **Exhibit C** to Plaintiff's Complaint (ECF No. 1-4, PageID.41-43, BCBSM-Comau 00029315-29317), to Plaintiff or BCBSM's self-funded customers generally.

RESPONSE:

Respectfully submitted,

VARNUM LLP

Attorneys for Tiara Yachts, Inc.

Dated: August 4, 2025

By: /s/ Herman D. Hofman
Perrin Rynders (P38221)
Aaron M. Phelps (P64790)
Herman D. Hofman (P81297)
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CERTIFICATE OF SERVICE

I hereby certify that on August 4, 2025, I served via electronic mail a copy of **PLAINTIFF'S FIRST SET OF INTERROGATORIES AND REQUESTS FOR PRODUCTION OF DOCUMENTS TO DEFENDANT** upon the following:

ALLEN OVERY SHEARMAN STERLING US LLP

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Date: August 4, 2025

By: /s/ Theresa Christians
Theresa Christians

EXHIBIT B

VARNUM

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August 22, 2025

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**Re: Tiara Yachts, Inc. v. Blue Cross Blue Shield of Michigan
Case No. 1:22-cv-00603**

Dear Counsel:

Our propounded discovery requests are intended to obtain all information relevant to the issues raised by the complaint or that could lead to such information. Naturally, Tiara Yachts does not know exactly what BCBSM has, or how BCBSM might refer to various items of information. Therefore, the discovery requests must be read fairly by you and your client. The purpose of this letter is to invite conversation to avoid possible dispute and the need for motion practice.

First, to state the obvious, Tiara Yachts is not interested in irrelevant information. If its requests seem to you to ask for irrelevant information, I would like to discuss that with you before getting a boilerplate objection. We should clarify any ambiguities in what is being sought considering Tiara Yachts' not knowing what BCBSM has or how it refers to what it has.

Second, and similarly, if the discoverable information is available in multiple places or formats, we should discuss getting all the information from the places or in the formats that most effectively and efficiently convey all of the information. Tiara Yachts is not interested in duplication. On the other hand, it is interested in completeness.

Third, while Tiara Yachts will be satisfied with getting all information (including documents) "sufficient to show" whatever is being sought, such sufficiency needs to be something we agree on. I cannot just take BCBSM's word that what has been produced is "sufficient." That is something we should discuss and agree on.

Fourth, while I can be reasonably patient with a "rolling production," the production actually needs to be rolling. That means answers are propounded when they are known. And documents are produced when they are found. "Rolling" does not mean producing information and documents slowly. For example, BCBSM litigated with Dennis Wegner: relative to requests about him and his case against BCBSM, we are not asking for anything that would not be normally sought and gathered in such litigation, but if I am mistaken about that BCBSM nevertheless has

Mr. Daniel Lewis and Mr. Mark Zausmer

August 22, 2025

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what was gathered and produced in that litigation and should produce it again with the first tranche of responses.

Fifth, I have been through the production of claims data by BCBSM many times. BCBSM has a track record of not responding completely. We have asked for “a complete electronic set of all of the Claims data...” By “complete” we mean everything: every claim, every field, etc. In the past BCBSM has tried to say some fields are not necessary. We disagree. Besides, the easiest thing for BCBSM is to produce everything, not write a program to produce less than everything. Tiara Yachts has a February 28 deadline for expert reports. The very first step in getting ready to meet that deadline is to obtain all claims data. If there is anything to discuss to make that happen in a timely fashion, please let me know so we can schedule a prompt telephone call or video conference. My intention is to get all claims data promptly. (I should add that the claims data is not something that can be produced piecemeal or in tranches. That opens the door to errors when the data has to be combined. We need all claims data all at once and on time.)

Lastly, I welcome conversation about anything raised in this letter, or anything else you think will make discovery most efficient and effective.

Thank you for your attention.

Sincerely,

VARNUM



Perrin Rynders

PR/ibp

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MICHIGAN**

TIARA YACHTS, INC.,

Plaintiff,

v.

BLUE CROSS BLUE SHIELD OF MICHIGAN,

Defendant.

Civil Action No.: 1:22-cv-603

Judge: Hon. Robert J. Jonker

Magistrate Judge: Ray Kent

INDEX OF EXHIBITS

Exhibit A Plaintiff's First Discovery Requests.

Exhibit B August 22, 2025 Correspondence from Perrin Rynders.