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

ORAL ARGUMENT REQUESTED

BCBSM'S RESPONSE TO PLAINTIFF'S MOTION TO COMPEL PRODUCTION OF INTERROGATORY RESPONSES AND DOCUMENTS

CONCISE STATEMENT OF ISSUE PRESENTED

Should the Court grant Plaintiff Tiara Yachts' motion to compel production of interrogatory answers and documents where Defendant Blue Cross Blue Shield of Michigan has already fully complied with its discovery obligations?

BCBSM says: No.

Plaintiff says: Yes.

TABLE OF CONTENTS

CONCISE STATEMENT OF ISSUE PRESENTED ii

TABLE OF CONTENTS iii

I. INTRODUCTION 1

II. BACKGROUND 1

III. ANALYSIS 6

A. BCBSM's claims data production is complete. 6

B. BCBSM complied with the parties' April 14, 2026 stipulation with respect to its document productions. 7

C. BCBSM's interrogatory answers are complete. 8

IV. CONCLUSION 10

I. INTRODUCTION

This is yet another unnecessary discovery motion from Plaintiff. It now asks the Court to compel what Defendant Blue Cross Blue Shield of Michigan ("BCBSM") has already done, blatantly mischaracterizing both the facts and the parties' April 14, 2026 stipulation. As detailed below, BCBSM has produced complete claims data, including that which is necessary to identify any claims in which out-of-state, non-participating providers were paid at charge. BCBSM has also produced custodial documents in full compliance with the parties' April 14, 2026 stipulation. And BCBSM has provided complete interrogatory answers for this stage of discovery.

Plaintiff nonetheless demands that BCBSM process and produce nearly 1.8 million documents that hit on Plaintiff's egregiously overbroad search terms "within 7 days." Plaintiff has never offered to narrow those terms, which are not tailored to the claims and defenses at issue. Its justification is that these millions of documents—that neither name nor reference Plaintiff—may shed light on BCBSM's "general decision-making process." That is not a good-faith discovery request, and it is not proportionate to the needs of the case. For these reasons and those that follow, the Court should deny Plaintiff's motion.

II. BACKGROUND

Plaintiff's attempt to obtain documents and information beyond the scope of discovery in this case began with it serving *63* document requests on BCBSM. Based on the irrelevance, volume, and overbreadth of the requests, BCBSM served objections and filed a motion for a protective order. While the Court denied the specific relief requested in BCBSM's motion, it agreed that 63 document requests was too many and limited Plaintiff to 30 total document requests. ECF No. 109.

After the Court's order, Plaintiff served an amended set of 22 document requests. While the number of requests was reduced, the substantive overbreadth was not. BCBSM objected to the portions of Plaintiff's amended requests that are irrelevant, overbroad, and disproportionate to the needs of this case, but also agreed to search for and produce documents that are responsive to Plaintiff's requests and within the scope of discovery. To clarify that scope, BCBSM described several boundaries for its production, particularly that it would only search for documents dating back to July 1, 2014 and that any documents it produced—including those generally describing its claims processing and other systems—must relate to the claims in Plaintiff's complaint.

Consistent with its production obligations, BCBSM sent Plaintiff a list of search terms and BCBSM custodians on December 15, 2025 that were tailored to obtain responsive, in-scope documents. (**Exhibit A,** BCBSM Search Proposal). Plaintiff responded with a set of proposed amendments on December 23, 2025. (**Exhibit B,** Plaintiff Search Proposal). Plaintiff's proposal included expansion of the search timeframe and custodians list, as well as additional search terms that are facially outside the scope of discovery. *Id.*

For example, Plaintiff's proposed search term *("payment integrity" OR "shared savings" AND ("Pre-payment Forensic Billing Review" OR "Advanced Payment Analytics" OR "Subrogation" OR "Provider Credit Balance Recovery))* would encompass virtually every document and communication related to Shared Savings in the possession of the 21 BCBSM custodians that Plaintiff identified. Based on a preliminary analysis conducted by BCBSM's IT group, this search alone will result in 1,167,801 hits. For context, as discussed in connection with Plaintiffs' first motion to compel, there were, at most, only nine SSP recoveries potentially at issue here, totaling $16,813.65. ECF No. 100, PageID1750. And nearly that entire amount—all but $212.25—relates to subrogation recoveries, *id.*, which are not a valid legal basis for Plaintiff's breach of fiduciary duty claims, given that they involve recovery of payments from non-provider third-parties. (**Exhibit C,** P. Ozdarski Declaration).

Similarly, the proposed search term *((“pay” OR “at charge*” OR “allowed amount”) AND (flip OR logic OR “out of network” OR “host plan”) AND (aware OR consent* OR control OR global))* contains so many disjunctives that it facially will result in irrelevant hits, and the total hit count is 128,629. And the proposed search term *((non-par OR nonpar*) AND (system OR control OR process) AND (fraud OR inflat* OR improper OR over* OR inapprop* OR appropriate*))* is not limited to the general issues in this case, much less to Plaintiff’s alleged billing issues, and it results in 113,526 hits. Again for context, BCBSM conducted a preliminary analysis of Plaintiff’s claims data to identify what Plaintiff mischaracterizes as “flip logic” claims in its Complaint and proposed search terms. It conducted that analysis by filtering Plaintiff’s claims data using the formula described in detail below. Based on that preliminary analysis, which remains subject to expert review and further review by BCBSM, the total dollar amount of the claims that fall within this category (i.e., out-of-state, non-participating provider claims that are priced at charge) is less than $5,000.

In total, Plaintiff’s proposed searches and additional custodians would result in nearly 1.8 million hits. In the seven months since Plaintiff submitted these overbroad search requests to BCBSM, it has never attempted to narrow them.

A month after proposing its overbroad search terms, on January 28, 2026, Plaintiff filed a motion to compel. In that motion, Plaintiff addressed: (1) the production of claims data; (2) BCBSM’s interrogatory answers; and (3) the scope of BCBSM’s document production (without specifically addressing search terms). Over the next several weeks, the parties engaged in substantial back-and-forth, focused primarily on the data fields to be included in the production of Plaintiff's claims data.

The parties reached agreement on what fields to include on April 11, 2026. (**Exhibit D,** 04.11.2026 Email re Claims Data). As Plaintiff's counsel knows, those fields are identical to the "hundreds of fields" that Plaintiff states BCBSM has produced in other circumstances. *See* ECF No. 171, PageID.2723. The parties memorialized their agreement by filing a stipulation with the Court on April 14, 2026 that withdrew Plaintiff's January 29 motion to compel. Contrary to Plaintiff's contentions in the present motion, BCBSM has made a full production of Plaintiff's claims data based on the parties' agreement. But upon review of Plaintiff's motion, BCBSM identified two corrections that needed to be made.

As to the ITS_PRICING_METHOD field, BCBSM stated that to identify payments made at charge to out-of-state, non-participating providers, it is necessary to examine the ITS_PRICING_METHOD field and identify claims marked as "01." Based on follow-up conversations with BCBSM's Payment Integrity and IT teams, the ITS_PRICING_METHOD field is an internal calculation logic that does not appear in BCBSM's data. Instead, it can be derived or calculated based on data from other fields. If (1) PARTICIPATING_STATUS_CD is marked as a K or AB; (2) ITS_PROV_CLASSIFICATION is marked as a 3 or 9; (3) PAYEE_DIRECTION_CD is marked as "Subscriber;" and (4) the CHG_AMT equals the ALLOLWED_AMT, then one can deduce that the ITS_PRICING_METHOD field is an "01."

Further, after reviewing the claims data using this method, BCBSM realized that the PAYEE_DIRECTION_CD populated incorrectly in the initial claims data pull. BCBSM has corrected that issue and will provide the updated claims data to Plaintiff. Using the analysis described above, Plaintiff can identify the claims involving out-of-state, non-participating providers that were priced at charge.

Another part of the April 14 stipulation related to BCBSM's document productions, but Plaintiff repeatedly mischaracterizes this part of the stipulation throughout its motion. In the stipulation, BCBSM agreed to "make a substantial initial production of the documents *it has already collected through its internal custodial search by April 30, 2026*." ECF No. 140, PageID.2153 (emphasis added). As Plaintiff knows from numerous verbal and written discussions, BCBSM's internal custodial search included only the custodians and search terms that BCBSM sent to Plaintiff on December 15. (*See, e.g.*, **Exhibit D,** Item 3). Plaintiff never suggested that BCBSM expand its search for the initial productions.

BCBSM complied with its stipulated obligations when it produced 546 documents on April 30, 2026. BCBSM then supplemented that production on May 22, 2026 with an additional 310 documents, in addition to correcting a few non-substantive technical issues with the initial production. Then on June 19, 2026, BCBSM produced another 123 responsive documents, bringing its total custodial production to 979 documents. This series of productions, which is now complete, complies fully with the parties' April 14 stipulation. And at no point during that time—or, indeed, since December 23, 2025—has Plaintiff proposed additional search terms to BCBSM. This is so despite Plaintiff's commitment in the April 14 stipulation to "review the initial production and raise any further concerns with BCBSM thereafter." ECF No. 140, PageID.2153.

The final part of the April 14 stipulation that is relevant here is the parties' commitment "to work to resolve BCBSM's responses to Tiara Yachts' Interrogatories." ECF No. 140, PageID.2153. In its motion, Plaintiff specifically identifies three that it believes BCBSM has provided incomplete responses to: Interrogatory Nos. 3, 5, and 6.[1] Interrogatory No. 3 asks for BCBSM's opinion as to which of Plaintiff's claims were overpaid, and Interrogatory Nos. 5 and 6 ask BCBSM to identify claims that were impacted by its claims processing systems. As described in more detail below, BCBSM answered each by referring Plaintiff to its claims data production and noting that, if any answer beyond that is possible, BCBSM would need to complete an analysis of Plaintiff's claims data. As BCBSM has stated in this response, its analysis to date is only preliminary. BCBSM's interrogatory answers remain true and complete as of the date of this response.

III. ANALYSIS

Under Fed. R. Civ. P. 26(b), "parties may obtain discovery regarding any nonprivileged matter that is relevant to any party's claim or defense and proportional to the needs of the case[.]" As the Sixth Circuit has explained, Rule 26(b) was amended in 2015 "to require that all discovery be 'proportional' in nature." *Helena Agri-Enter., LLC v. Great Lakes Grain, LLC*, 988 F.3d 260, 273 (6th Cir. 2021). "It is now the power—and *duty*—of the district courts actively to manage discovery and to limit discovery that exceeds its proportional and proper bounds." *Id.* at 274 (internal quotation marks omitted).

A. BCBSM's claims data production is complete.

BCBSM has produced complete claims data to Plaintiff and will produce the updated version described above. Based on the explanation BCBSM provided above in the Background section, BCBSM believes this issue has been resolved.

[1] Plaintiff mentions Interrogatory Nos. 1 and 11 in passing but does not make any arguments as to why those interrogatories are deficient. Plaintiff therefore has not provided a basis for the Court to consider them. *Aghabekyan v. Knight*, No. 1:25-cv-497, 2026 WL 1458895, at *1 (W.D. Mich. Jan. 30, 2026) ("It is not the function of the Court to create legal arguments").

B. BCBSM complied with the parties' April 14, 2026 stipulation with respect to its document productions.

As already discussed, Plaintiff's contention that BCBSM's document productions do not comply with the April 14, 2026 stipulation rests on false premises. Plaintiff contends that BCBSM agreed in the stipulation to modify the search terms and timeframe it had already used to gather custodial documents, but this is inaccurate. The April 14 stipulation states plainly that BCBSM's productions would come from the documents BCBSM had "already collected through its internal custodial search." ECF No. 140, PageID.2153. BCBSM could not have been clearer in its communications with Plaintiff that these custodial documents were collected through BCBSM's initial set of search terms and custodians. (**Exhibit D**, Item 3). Yet Plaintiff opted to file this motion rather than comply with its own obligation under the stipulation to "review the production and raise any further concerns with BCBSM thereafter." ECF No. 140, PageID.2153.

Moreover, Plaintiff's issues with BCBSM's document productions are entirely superficial. Rather than describe any missing substance, Plaintiff simply complains about numbers. It states that BCBSM has made only a "meager, issue-ridden production of less than 1,000 documents," as opposed to 20,000 documents produced in the *Comau* matter, which as Plaintiff notes, was "substantially similar" to this case. ECF No. 171, PageID.2721, 2725. But BCBSM and Plaintiff had extensive discussions about reproducing documents that were previously produced in *Comau*. Initially, Plaintiff proposed a range of documents from *Comau* that it wanted re-produced. (**Exhibit E,** Plaintiff's Comau Proposal). The parties then engaged in a brief back-and-forth and agreed on specific documents from *Comau* to be re-produced. (**Exhibit F,** Comau Reproduction Agreement). Out of the 20,000 documents produced in *Comau* that Plaintiff describes in its motion, the number of them that Plaintiff wanted for this case *was 128*. That proportion exposes what Plaintiff really wants from this motion: (1) irrelevant documents from which its counsel can derive another meritless claim against BCBSM; and (2) a rhetorical ploy to paint BCBSM as a bad actor.

The relief Plaintiff requests in its motion makes this even clearer. Plaintiff claims that "BCBSM should be compelled to run Tiara Yachts' search terms on the identified custodians and produce all 'hits' on those terms within 7 days." ECF No. 171, PageID.2728. As described above, Plaintiff's search terms, which are facially not tailored to be relevant or proportionate to its claims, would result in nearly 1.8 million hits that are driven primarily by overbroad search terms in respect to claims that appear to have a value of around $20,000. The suggestion that BCBSM should produce a vast amount of irrelevant, commercially sensitive material without so much as a privilege review to attorneys who have made their living suing BCBSM demonstrates the manifest discovery abuses underlying Plaintiff's motion.

C. BCBSM's interrogatory answers are complete.

In addition to its objections to BCBSM's data and document productions, Plaintiff contends that three of BCBSM's interrogatory answers are insufficient. This contention also lacks merit.

Interrogatory No. 3 asks BCBSM to "[i]dentify 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." (**Exhibit G,** BCBSM Supplemental Answers to Interrogatories, at 3 (emphasis added)). Plaintiff mischaracterizes BCBSM's answer, which was initially and remains complete.

BCBSM initially answered that the production of its claims data would be a complete response and objected on work-product and other privilege grounds. After receiving Plaintiff's clarification that this interrogatory is a "contention interrogatory" that seeks BCBSM's overpayment opinions, BCBSM responded that its investigation of Plaintiff's allegations is ongoing and that any opinion it might reach with respect to alleged overpayments would require an analysis of Plaintiff's claims data. These statements remain true as of the date of this response, and, just like Plaintiff, BCBSM has not completed its analysis of Plaintiff's claims data. This is common in the context of contention interrogatories, and courts routinely hold that such interrogatories are premature until after expert discovery is completed. *See, e.g.*, *United States ex rel. Tyson v. Amerigroup Ill., Inc.*, 230 F.R.D. 538 (N.D. Ill. 2005).

Interrogatory No. 5 asks BCBSM to "Identify and describe every way in which Plaintiff and its Plan was impacted by BCBSM's claims processing logic," and Interrogatory No. 6 similarly asks BCBSM to "Identify every Claim relating to Plaintiff and its Plan, by unique claim number, that was impacted by BCBSM's claims processing logic." **(Exhibit G,** at 6-7). BCBSM responded to each that its production of claims constitutes a full and complete answer, and also noted that an analysis of that claims data would be necessary to the extent anything further is responsive. *Id.*

Interrogatory Nos. 5 and 6 differ from Interrogatory No. 3 in that they do not ask for BCBSM's opinion. Rather, the interrogatories seek information that is readily apparent from Plaintiff's claims data, and BCBSM therefore referred Plaintiff to the claims data that has been produced. Those answers remain true and complete. And in any event, to the extent these interrogatories *do* seek BCBSM's opinions, they require a complete analysis of Plaintiff's claims data and are subject to the same timing issues as Interrogatory No. 3.

BCBSM respectfully submits that the Court should reject Plaintiff's attempt to compel supplementation of already-complete interrogatory answers and accelerate the discovery schedule in this matter. To the extent BCBSM's opinions are required in answer to the interrogatories at issue, it should have an opportunity to complete its analysis in accordance with the discovery and expert deadlines that the Court has established.

IV. CONCLUSION

BCBSM submits that Plaintiff's motion to compel presents nothing for the Court to compel, and the Court should therefore deny Plaintiff's motion.

Respectfully submitted,

ALLEN OVERY SHEARMAN STERLING US LLP

By: s/ Daniel Lewis
Daniel Lewis (Adm. in W.D. MI, NY Reg. 4084810)
Jeffrey D. Hoschander (Adm. in W.D. MI, NY Reg. 4496337)
599 Lexington Avenue
New York, NY 10022
Telephone: +1.212.848.4000
Facsimile: +1.202.508.8100
daniel.lewis@aoshearman.com
jeff.hoschander@aoshearman.com

Todd M. Stenerson (P51953)
1101 New York Avenue, NW
Washington, DC 20005
Telephone: +1.202.508.8093
Facsimile: +1.202.661.7484
todd.stenerson@aoshearman.com

ZAUSMER, P.C.

By: s/ Mark J. Zausmer
Mark J. Zausmer (P31721)
Michael A. Schwartz (P74361)
Nathan S. Scherbarth (P75647)
Jason M. Schneider (P79296)
32255 Northwestern Hwy., Ste. 225
Farmington Hills, MI 48334
Telephone: +1.248.851.4111
Facsimile: +1.248.851.0100
mzausmer@zausmer.com
mschwartz@zausmer.com
nscherbarth@zausmer.com
jschneider@zausmer.com

Dated: July 24, 2026 *Attorneys for Defendant*

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. BCBSM Search Proposal

Exhibit B. Plaintiff Search Proposal

Exhibit C. P. Ozdarski Declaration

Exhibit D. 04.11.2026 Email re Claims Data

Exhibit E. Plaintiff's Comau Proposal

Exhibit F. Comau Reproduction Agreement

Exhibit G. BCBSM Supplemental Answers to Interrogatories

EXHIBIT A

TIARA YACHTS SEARCH TERMS

Timeframe: July 1, 2014 through April 16, 2021

Custodians

- Joan Bauman
- Whitney Briggs
- Kim Jones-Schneider
- Paul Ozdarski
- Allyson Rogers
- Marcia Varner
- Dale Domas
- Jennifer Kuhar
- Ashley Quinn
- Carol Gawronski
- Robert Hopper
- Nadiya Delaney

Search Terms

- "payment integrity" AND (tiara OR s2)
- "shared savings" AND (tiara OR s2)
- flip! AND logic AND (tiara OR s2)
- "non par" AND "out of state" AND (tiara OR s2)
- overpayment AND (tiara OR s2)
- provider AND overpayment AND (tiara OR s2)
- facility AND overpayment AND (tiara OR s2)
- professional AND overpayment AND (tiara OR s2)
- provider AND dispute AND (tiara OR s2)
- facility AND dispute AND (tiara OR s2)
- professional AND dispute AND (tiara OR s2)
- employee AND dispute AND (tiara OR s2)
- enrollee AND dispute AND (tiara OR s2)
- training /5 NASCO
- guide /5 NASCO
- "non par pay sub blue card claims" AND (tiara OR s2)
- schedule AND (tiara OR s2)
- account AND (tiara OR s2)
- terminat! AND (tiara OR s2)
- (return OR recover!) AND (tiara OR s2)

EXHIBIT B

TIARA YACHTS SEARCH TERMS

Timeframe: January 1, 2006 through April 16, 2021

Custodians

- Joan Bouman
- Whitney Briggs
- Kim Jones-Schneider
- Paul Ozdarski
- Allyson Rogers
- Marcia Varner
- Dale Domas
- Jennifer Kuhar
- Ashley Quinn
- Carol Gawronski
- Robert Hopper
- Nadiya Delaney
- Lori Shannon
- Jeffrey Connelly
- Gary Gavin
- David Malik
- Rod Begosa
- Dianne Malmgren
- Dennis Wegner
- Brendan Edwards
- Sarda Paul

Search Terms

- “payment integrity” AND (tiara OR s2)
- “shared savings” AND (tiara OR s2)
- flip! AND logic
- “non par” AND “out of state” AND (tiara OR s2)
- overpayment AND (tiara OR s2)
- provider AND overpayment AND (tiara OR s2)
- facility AND overpayment AND (tiara OR s2)
- professional AND overpayment AND (tiara OR s2)
- provider AND dispute AND (tiara OR s2)
- facility AND dispute AND (tiara OR s2)
- professional AND dispute AND (tiara OR s2)
- employee AND dispute AND (tiara OR s2)
- enrollee AND dispute AND (tiara OR s2)

- training /5 NASCO
- guide /5 NASCO
- "non par pay sub blue card claims"
- schedule AND (tiara OR s2)
- account AND (tiara OR s2)
- terminat! AND (tiara OR s2)
- (return OR recover!) AND (tiara OR s2)

"payment integrity" OR "shared shavings" AND ("Pre-payment Forensic Billing Review" OR "Advanced Payment Analytics" OR "Subrogation" OR "Provider Credit Balance Recovery")

Flip* AND logic AND (non-par* OR nonpar*)

Flip* AND logic AND (tiara or s2)

Abus* AND (provider* OR bill*) AND (non-par OR nonpar*)

"non-par pay sub" w/5 "Blue Card"

(non-par OR nonpar*) AND (system or control or process) AND (fraud OR inflat* OR improper OR over* OR inapprop* or appropriate*)

(NASCO w/3 Classic) AND (flip OR "Blue Card" or BlueCard OR host) AND (nonpar OR non-par OR "out-of-state" or "out-of-network")

("pay" OR "at charge*" OR "allowed amount") AND (flip OR logic OR "out of network" OR "host plan") AND (aware OR consent* OR control OR global)

flip* w/10 (non-par OR "non par" OR "out-of-network" OR "out of network" OR OON OR BlueCard OR "Blue Card")

flip w/10 ("pay at charge" OR "100% of charge" OR "allow* at 100%" OR "billed OR allow* OR ("host pricing" OR "host plan")

("Global Issues" OR "high impact") AND workgroup

("Global Issues" OR "high impact") AND (BlueCard OR "Blue Card" OR flip OR non-par OR "non par" OR "host plan")

(fiduciary OR ERISA) w/15 (lack OR failure OR breach OR oversight OR risk OR control) AND (BlueCard OR "Blue Card" OR non-par OR "non par" OR flip*)

("Host allowed" OR "host pricing" OR "host plan allowed") AND (contradict* OR conflict* OR "in direct contradiction" OR "not consistent") AND (flip OR BlueCard OR "Blue Card")

(credit* or reimburs*) /10 (non-par* OR nonpar* OR Bluecard OR (out /4 (state or network)) OR ("out-of-state" OR "out-of-network" OR Host)

(process* /10 "at charge") AND (tiara OR s2) (credit* or reimburs*) /10 (non-par* or nonpar* or Bluecard OR “Blue Card” or (out /4 (state or network)) or “out-of-state” or “out-of-network” or Host)

(Haberling or Hofmann or “advantageben.com” or Walsh or VanFaasen or Marzolf) AND (S2 or Tiara)

“flip k”

(“shared savings” w/10 (PCPM OR invoice OR “savings invoice” OR “detailed reporting” OR e-bookshelf)) AND (“retain 30%” OR “30% of each recovery”)

EXHIBIT C

DECLARATION OF PAUL OZDARSKI

I, Paul Ozdarski, declare as follows under penalty of perjury under the laws of the United States of America:

1. I make this declaration on my personal knowledge.

2. I am currently a Director in the Payment Integrity Operations Department at Blue Cross Blue Shield of Michigan ("BCBSM"). I have been in my current role for 1 years and with the Payment Integrity Department for 9 years.

3. My responsibilities include payment integrity activities including system architecture, project delivery, audit and operations, InterPlan Operation (BlueCard) representation for BCBSM, and Claim Operations.

4. It is my understanding that Tiara Yachts has brought this lawsuit against BCBSM alleging that BCBSM breached its fiduciary duties by applying its Shared Savings Program to Tiara Yachts' claims.

5. The Shared Savings Program is a cost-sharing program designed to save BCBSM's customers money by conducting, for example, advanced pre- and post-payment insurance claim analytics.

6. The Shared Savings Program was implemented in 2018. For existing customers at the time, including Tiara Yachts, the Program went into effect in April 2018.

7. Tiara Yachts terminated its contract with BCBSM in December 2018.

8. After Tiara Yachts' termination, there was an approximately two-year runout period in which BCBSM reconciled existing claims with dates of service prior to December 31, 2018 on Tiara Yachts' behalf.

9. This reconciliation only included application of Retro Data Mining and Recovery

and Subrogation services.

10. Thus, less than half of the services available under the Shared Savings Program were applied to claims connected with Tiara Yachts.

11. In total, Tiara Yachts' claims resulted in only *nine recoveries* in connection with the Shared Savings Program.

12. The total amount recovered for those claims was $56,045.42.

13. As compensation for the services it provided under the Shared Savings Program, BCBSM retained a 30% share of any savings Tiara Yachts' realized from the services.

14. The amount BCBSM retained for compensation, which is the amount of Tiara Yachts' ERISA claim against BCBSM in connection with the Shared Savings Program, was $16,813.65.

15. Further, nearly the entire amount that BCBSM retained—all but $212.25—related to recoveries from the Shared Savings Program's subrogation services.

Paul Ozdarski

PAUL OZDARSKI

DATED: September 24, 2025

docusign

Certificate Of Completion

Envelope Id: EFC2D550-D614-4035-97EA-5A9BD3581814		Status: Completed
Subject: Complete with Docusign: Declaration of Paul Ozdarski (Motion to Compel) FINAL-CLEAN(757334.1).docx		
Source Envelope:		
Document Pages: 2	Signatures: 1	Envelope Originator:
Certificate Pages: 5	Initials: 0	Slicker, Lisa C
AutoNav: Enabled		600 E Lafayette Blvd
EnvelopeId Stamping: Disabled		Detroit, MI 48226-2927
Time Zone: (UTC-05:00) Eastern Time (US & Canada)		LSlicker@bcbsm.com
		IP Address: 136.226.85.76

Record Tracking

Status: Original 9/24/2025 3:36:46 PM	Holder: Slicker, Lisa C LSlicker@bcbsm.com	Location: DocuSign

Signer Events	Signature	Timestamp
Paul Ozdarski pozdarski@bcbsm.com Payment Integrity Manager Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 12/10/2020 9:16:22 AM ID: 9b48f101-7dda-4206-b85c-57321798fa8d	Paul Ozdarski Signature Adoption: Pre-selected Style Using IP Address: 136.226.85.105	Sent: 9/24/2025 3:38:00 PM Viewed: 9/24/2025 3:42:24 PM Signed: 9/24/2025 3:42:33 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Jason Schneider jschneider@zausmer.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 9/24/2025 3:38:01 PM Viewed: 9/24/2025 3:38:38 PM
Ka'Nea Caldwell kcaldwell1@bcbsm.com Counsel for BCBSM Associate General Counsel, BCBSM Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/5/2025 2:26:05 PM ID: 04a6defe-bdec-42e9-ab6d-6e0a287c125e	COPIED	Sent: 9/24/2025 3:38:01 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/24/2025 3:38:01 PM
Certified Delivered	Security Checked	9/24/2025 3:42:24 PM
Signing Complete	Security Checked	9/24/2025 3:42:33 PM
Completed	Security Checked	9/24/2025 3:42:33 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, BCBSM Console (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact BCBSM Console:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jwilliams3@bcbsm.com

To advise BCBSM Console of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jwilliams3@bcbsm.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from BCBSM Console

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jwilliams3@bcbsm.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with BCBSM Console

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jwilliams3@bcbsm.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify BCBSM Console as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by BCBSM Console during the course of your relationship with BCBSM Console.

EXHIBIT D

Jason M. Schneider

From:	Jason M. Schneider
Sent:	Saturday, April 11, 2026 11:20 AM
To:	Rynders, Perrin
Cc:	Mark J. Zausmer
Subject:	Tiara/BCBSM - 4/10 Meet and Confer Follow-Up

Perrin,

Thank you for speaking with us yesterday afternoon. Here is a memorialization of what we discussed:

1) **Claims Data:** BCBSM agrees to provide claims data corresponding with the list of data fields that you sent us on 4/4.

2) **Wegner / Comau Documents:** BCBSM agrees to provide documents from the Comau production that are responsive to the Wegner-related categories in Tiara's document requests. This encompasses: (a) Comau-related arbitration and litigation documents; (b) communications between/among the "high-impact workgroup;" and (c) internal presentations, guidebooks, etc. related to Payment Integrity and similar systems.

   As we mentioned on the phone, there is a significant number of documents in the Bates ranges you sent us on 3/30 that we do not think are relevant here. Wegner was a document custodian in the Comau matter because he was Comau's account manager, so there is a very large number of account-level communications regarding Comau's contract documents, renewals, annual/quarterly settlements, etc. We agreed on the phone that Tiara is not expecting BCBSM to reproduce these documents.

3) **Search Terms / Date Limitation:** Here is our proposal for resolving this issue, at least for now: (a) BCBSM will make a substantial production by April 30; (b) that production will include (from the universe of documents we have already gathered based on the search terms we originally sent) responsive systems descriptions, policies, etc. that *applied to* Tiara Yachts, even if Tiara is not specifically mentioned; (c) if there are responsive pre-2014 documents in the current population, we will produce those; (d) once you have had a chance to review the initial production, we can have further discussions about what you think you need to support Tiara's claims.

Please let us know if this aligns with your understanding of what we agreed to. If so, we can get on the phone Monday morning with Judge Kent to inform him that Tiara will withdraw its motion to compel.

Best,

Jason M. Schneider
Shareholder
Zausmer
ATTORNEYS & COUNSELORS
32255 Northwestern Highway, Suite 225
Farmington Hills, MI 48334
Direct: (248) 254-4849

EXHIBIT E

Jason M. Schneider

From:	Rynders, Perrin <prynders@varnumlaw.com>
Sent:	Monday, March 30, 2026 4:17 PM
To:	Mark J. Zausmer; Jason M. Schneider
Cc:	Lewis, Daniel
Subject:	Comparison of Tiara Responses to Comau (002)(28899582.1)
Attachments:	Comparison of Tiara Responses to Comau (002)(28899582.1).pdf

[EXTERNAL EMAIL]
Mark and Jason:

Attached is a comparison of requests made in this case that were also requested in the *Comau* case (not everything—just those which relate to Wenger) showing the Bates ranges assigned to the documents BCBSM produced in *Comau*. They are, specifically, BCBSM-Comau 00001547-00002354 and BCBSM-Comau 00002357-00029440. I will also send you communications where BCBSM de-designated certain of those documents—what was de-designated then should not be designated as confidential now.

What will make this easiest for everyone is to keep the original BCBSM-Comau Bates numbering on each document and to add a BCBSM-Tiara Yachts Bates numbering. That way I know whether I've gotten everything I'm supposed to get (and you can prove that I have).

Thanks.

VARNUM

Varnum LLP
333 Bridge Street NW, Suite 1700
Grand Rapids, Michigan 49504
varnumlaw.com

Perrin Rynders
Partner

Direct: 616-336-6734
Email: prynders@varnumlaw.com

EXHIBIT F

Jason M. Schneider

From:	Jason M. Schneider
Sent:	Thursday, April 23, 2026 3:45 PM
To:	'Rynders, Perrin'
Cc:	Phillips, Isabella B.; Selvius, Gage M.; Mark J. Zausmer; Lewis, Daniel
Subject:	RE: Tiara Yachts v. BCBSM - Responsive "Wegner" Documents

Perrin,

Agreed on BCBSM-Comau00029066-0002929**5** and BCBSM-Comau00029428-00029431.

Also confirming that we'll be providing a new version of the Excel spreadsheet you mentioned with only S2 Yachts unredacted, as we discussed on the phone.

The other documents—BCBSM-Comau00029418-00029426 and BCBSM-Comau00029432—I don't believe are relevant. They relate entirely to a non-Tiara member, and it does not seem appropriate to produce information in this case that relates solely to a non-Tiara claim.

Best,

Jason M. Schneider
Shareholder
Zausmer
ATTORNEYS & COUNSELORS
32255 Northwestern Highway, Suite 225
Farmington Hills, MI 48334
Direct: (248) 254-4849

From: Rynders, Perrin <prynders@varnumlaw.com>
Sent: Tuesday, April 21, 2026 9:12 PM
To: Jason M. Schneider <JSchneider@zausmer.com>
Cc: Phillips, Isabella B. <ibphillips@varnumlaw.com>; Selvius, Gage M. <gmselvius@varnumlaw.com>; Mark J. Zausmer <MZausmer@zausmer.com>; Lewis, Daniel <daniel.lewis@aoshearman.com>
Subject: RE: Tiara Yachts v. BCBSM - Responsive "Wegner" Documents

[EXTERNAL EMAIL]
Jason, as you know it's a lot of documents to review. There are a few additions that I think you'll agree should be included (see my suggestions in your e-mail below in red), but otherwise I think you can go forward with the production. If we find something that seems covered by our agreement, I'll let you know and we'll work it out.

From: Jason M. Schneider <JSchneider@zausmer.com>
Sent: Friday, April 17, 2026 3:25 PM
To: Rynders, Perrin <prynders@varnumlaw.com>
Cc: Phillips, Isabella B. <ibphillips@varnumlaw.com>; Selvius, Gage M. <gmselvius@varnumlaw.com>; Mark J. Zausmer <MZausmer@zausmer.com>; Lewis, Daniel <daniel.lewis@aoshearman.com>
Subject: Tiara Yachts v. BCBSM - Responsive "Wegner" Documents

Perrin,

Here are the Bates ranges for the responsive "Wegner" documents from the *Comau* production:

- BCBSM-Comau00001547-0002350
- BCBSM-Comau00016906-00016921
- BCBSM-Comau00018020-00018038
- BCBSM-Comau00018049-00018085
- BCBSM-Comau00018134-00018139
- BCBSM-Comau00018164-00018167
- BCBSM-Comau00019552-00019556
- BCBSM-Comau00019659-00019662
- BCBSM-Comau00019822-00019851
- BCBSM-Comau00024067-00024092
- BCBSM-Comau00024621-00024650
- BCBSM-Comau00024693-00024694
- BCBSM-Comau00024799-00024802
- BCBSM-Comau00025588-00025602
- BCBSM-Comau00026239-00026254
- BCBSM-Comau00026891-00026897
- BCBSM-Comau00027150-00027153
- BCBSM-Comau00027406-00027409
- BCBSM-Comau00029017-00029065
- BCBSM-Comau00029066-00029292 – also include 00029293-00029295 to finish e-mail thread

NOTE: 00020206-29304 will be produced in different form, with Comau redacted and Tiara Yachts unredacted

- BCBSM-Comau00029305-00029317
- BCBSM-Comau00029327-00029329
- BCBSM-Comau00029339-00023941
- BCBSM-Comau00029351-00029357
- BCBSM-Comau00029367-00029417 – also include 00029418-00029426 (the last being a native spreadsheet and 00029428-00029432 (the last being a native spreadsheet
- BCBSM-Comau00029439-00029440

Given the April 30 production deadline, it would be helpful if you could let us know by next Thursday (4/23) whether this aligns with your understanding.

Best,

Jason M. Schneider
Shareholder
Zausmer
ATTORNEYS & COUNSELORS
32255 Northwestern Highway, Suite 225
Farmington Hills, MI 48334
Direct: (248) 254-4849

EXHIBIT G

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MICHIGAN

TIARA YACHTS, INC.,

Plaintiff,

v.

BLUE CROSS BLUE SHIELD OF MICHIGAN,

Defendant.

Case No. 1:22-cv-603
Hon. Robert J. Jonker
Mag. Ray Kent

DEFENDANT'S SUPPLEMENTAL ANSWERS TO PLAINTIFF'S FIRST SET OF INTERROGATORIES

Defendant Blue Cross Blue Shield of Michigan ("BCBSM"), with the assistance of counsel, states as follows for its Supplemental Answers to Plaintiff's First Set of Interrogatories:

ANSWERS

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: BCBSM objects to this interrogatory as overly broad, unduly burdensome, and not proportional to the needs of this case to the extent it seeks "every communication" since July 1, 2022 with "any Person who has provided a statement or information." Additionally, Tiara Yachts' claims are based entirely on actions that occurred between July 1, 2016, the statute of repose cutoff, and April 16, 2021, the date Tiara Yachts signed its final settlement with BCBSM. Any communications after that date are irrelevant to Tiara Yachts' claims. *See, e.g.*, *Arenas v. Unified Sch. Dist.*, 2016 WL 6071802, at *6 (D. Kan. Oct. 17, 2016) (limiting testimony to limitations period "to avoid unnecessary burden and expense"); *see also Greene v. Sears Prot. Co.*, 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.*, 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").

Further, July 1, 2022 is the date Tiara Yachts filed its Complaint. Many communications BCBSM had after that date regarding Tiara Yachts would be protected by the attorney-client privilege or work product doctrine. While the interrogatory primarily encompasses information that would be included in a privilege log, requesting that BCBSM even conduct a custodial search for communications responsive to this interrogatory, given their lack of relevance and privileged nature, would be unduly burdensome and not proportional to the needs of this case.

SUPPLEMENTAL ANSWER: Subject to and without waiving its objections, BCBSM has confirmed, based on the investigation it has conducted to date, that no responsive, non-privileged communications exist.

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: BCBSM objects to this interrogatory as vague and virtually impossible to answer with respect to the phrase "the persons most knowledgeable about BCBSM's claims processing systems." BCBSM's claims processing systems are an extremely complex network of programs. Hundreds of BCBSM employees are responsible for overseeing countless aspects of these systems.

Subject to and without waiving its objections, based on the information BCBSM has been able to obtain through the reasonable investigation it has conducted to date, Kimberly Jones-

Schneider and Paul Ozdarski are likely the most knowledgeable people within BCBSM regarding BCBSM's claims processing in connection with the Shared Savings Program and logic systems.

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: BCBSM objects to this interrogatory as overly broad because it seeks information from outside the time period applicable to Tiara Yachts' claims, July 1, 2016 through April 16, 2021. *See, e.g.*, *Arenas v. Unified Sch. Dist.*, 2016 WL 6071802, at *6 (D. Kan. Oct. 17, 2016) (limiting testimony to limitations period "to avoid unnecessary burden and expense"); *see also Greene v. Sears Prot. Co.*, 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.*, 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"). BCBSM further objects to the term "overpaid" as vague and ambiguous.

BCBSM further objects to this interrogatory as overly broad and unduly burdensome, as Tiara Yachts has failed to identify any of its claims it believes were "overpaid."

BCBSM also objects to this interrogatory to the extent it seeks information protected from disclosure by the attorney-client privilege, the work product doctrine, and/or any other privilege or protection.

Subject to and notwithstanding its objections, BCBSM agrees to search for and produce, subject to an appropriate protective order, all of Tiara Yachts' electronic claims data from July 1, 2016 through April 16, 2021. Pursuant to FRCP 33(d), the burden of deriving or ascertaining the answer to Tiara Yachts' question will be substantially the same for both BCBSM and Tiara Yachts, and BCBSM's production of Tiara Yachts' claims data is a complete answer to this interrogatory. BCBSM agrees to meet and confer with Tiara Yachts on agreed-upon search terms and will produce responsive, relevant, non-privileged documents identified by those agreed-upon search terms. BCBSM further agrees to meet and confer with Tiara Yachts to discuss appropriate limits for the remaining requests.

SUPPLEMENTAL ANSWER: Answering further, still subject to and without waiving BCBSM's objections, BCBSM has been unable, to date, to locate any instances in which it previously identified a claim by Tiara Yachts or the Plan as having been "overpaid." Its investigation is ongoing and will ultimately include an analysis of Tiara Yachts' claims data that is accessible without undue burden, once it is compiled, in combination with documents such as the benefits design documents applicable to Tiara Yachts.

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: BCBSM objects to this interrogatory as vague and ambiguous to the extent it is unclear what is meant by "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." BCBSM further objects to this interrogatory to the extent it improperly seeks documents that are more appropriate for a production request. BCBSM further objects to this interrogatory as overly broad and irrelevant to the extent it seeks information not related to the issues in this matter and requires BCBSM to seek information that is almost three decades old. BCBSM further objects to this interrogatory as overly broad because it seeks information from outside the time period applicable to Tiara Yachts' claims, July 1, 2016 through April 16, 2021. *See, e.g.*, *Arenas v. Unified Sch. Dist.*, 2016 WL 6071802, at *6 (D. Kan. Oct. 17, 2016) (limiting testimony to limitations period "to avoid unnecessary burden and expense"); *see also Greene v. Sears Prot. Co.*, 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.*, 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").

Further, the original design of BCBSM's claims processing logic is not relevant to any of Tiara Yachts' claims. Requiring BCBSM to search through records that are at least 28 years old to identify every single person responsible for designing that processing logic and every document related to it in any way would be unduly burdensome and not proportional to the needs of this case.

Subject to and without waiving its objections, BCBSM has identified individuals who are knowledgeable regarding BCBSM's claims processing system in connection with the Shared Savings Program and logic systems. BCBSM refers Tiara Yachts to its answer to Interrogatory No. 2.

SUPPLEMENTAL ANSWER: Answering further, still subject to and without waiving BCBSM's objections, based on the investigation it has conducted to date, BCBSM has been unable to identify any current BCBSM employees who were responsible for the design and implementation of BCBSM's claims-processing logic related to non-participating providers. Additionally, BCBSM identifies Annette Sabatella as an individual with limited knowledge of flip logic based upon her involvement with a work group related to non-participating providers.

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: BCBSM objects to this interrogatory to the extent the phrase "impacted by BCBSM's claims processing logic" is vague and ambiguous. BCBSM further objects to this interrogatory as overly broad and unduly burdensome. BCBSM's claims processing systems are made up of an extremely complex network of programs used to process claims, and every one of the millions of claims submitted is "impacted" in some manner by BCBSM's processing logic.

BCBSM further objects to this interrogatory to the extent it seeks information from outside the time period applicable to Tiara Yachts' claims, July 1, 2016 through April 16, 2021. *See, e.g.*, *Arenas v. Unified Sch. Dist.*, 2016 WL 6071802, at *6 (D. Kan. Oct. 17, 2016) (limiting testimony to limitations period "to avoid unnecessary burden and expense"); *see also Greene v. Sears Prot. Co.*, 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.*, 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").

BCBSM further objects to this interrogatory as overly broad and unduly burdensome, as Tiara Yachts has failed to identify any of its claims that were allegedly impacted by "flip logic." BCBSM also objects to this request as vague, as BCBSM does not have or utilize a "flip logic system."

Subject to and notwithstanding its objections, BCBSM agrees to search for and produce, subject to an appropriate protective order, all of Tiara Yachts' electronic claims data from July 1, 2016 through April 16, 2021. Pursuant to FRCP 33(d), the burden of deriving or ascertaining the answer to Tiara Yachts' question will be substantially the same for both BCBSM and Tiara Yachts, and BCBSM's production of Tiara Yachts' claims data is a complete answer to this interrogatory. BCBSM agrees to meet and confer with Tiara Yachts on agreed-upon search terms and will produce responsive, relevant, non-privileged documents identified by those agreed-upon search terms.

SUPPLEMENTAL ANSWER: Answering further, still subject to and without waiving BCBSM's objections, every claim relating to Tiara Yachts and its Plan would be "impacted by" BCBSM's claim processing logic in some manner. Answering this interrogatory will likely not be possible until BCBSM has compiled Tiara Yachts' claims data that is accessible without undue burden, subject to the objections and limitations identified in response to Amended RFP No. 1.

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: BCBSM objects to this interrogatory to the extent the phrase "impacted by BCBSM's claims processing logic" is vague and ambiguous. BCBSM further objects to this interrogatory to the extent the phrase "unique claim number" is vague. BCBSM's claims processing systems are made up of an extremely complex network of programs used to process claims, and every one of the millions of claims submitted is "impacted" in some manner by BCBSM's processing logic.

BCBSM objects further because this interrogatory seeks information from outside the time period applicable to Tiara Yachts' claims, July 1, 2016 through April 16, 2021. *See, e.g.*, *Arenas v. Unified Sch. Dist.*, 2016 WL 6071802, at *6 (D. Kan. Oct. 17, 2016) (limiting testimony to limitations period "to avoid unnecessary burden and expense"); *see also Greene v. Sears Prot. Co.*, 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.*, 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"). Finally, BCBSM objects to this interrogatory to the extent it is duplicative of Interrogatory No. 5.

Subject to and notwithstanding its objections, BCBSM agrees to search for and produce, subject to an appropriate protective order, all of Tiara Yachts' electronic claims data from July 1, 2016 through April 16, 2021. Pursuant to FRCP 33(d), the burden of deriving or ascertaining the answer to Tiara Yachts' question will be substantially the same for both BCBSM and Tiara Yachts, and BCBSM's production of Tiara Yachts' claims data is a complete answer to this interrogatory. BCBSM agrees to meet and confer with Tiara Yachts on agreed-upon search terms and will produce responsive, relevant, non-privileged documents identified by those agreed-upon search terms.

SUPPLEMENTAL ANSWER: Answering further, still subject to and without waiving BCBSM's objections, every claim relating to Tiara Yachts and its Plan would be "impacted by" BCBSM's claim processing logic in some manner. Answering this interrogatory will likely not be possible until BCBSM has compiled Tiara Yachts' claims data that is accessible without undue burden, subject to the objections and limitations identified in response to Amended RFP No. 1.

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: BCBSM objects to this interrogatory to the extent the phrase "unique claim number" is vague. BCBSM further objects to this interrogatory to the extent the phrase "retained a fee" is vague and ambiguous. BCBSM further objects to this interrogatory because it seeks information from outside the time period applicable to Tiara Yachts' claims, July 1, 2016 through April 16, 2021. *See, e.g.*, *Arenas v. Unified Sch. Dist.*, 2016 WL 6071802, at *6 (D. Kan. Oct. 17, 2016) (limiting testimony to limitations period "to avoid unnecessary burden and expense"); *see also Greene v. Sears Prot. Co.*, 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.*, 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").

Subject to and notwithstanding its objections, BCBSM agrees to search for and produce, subject to an appropriate protective order, all of Tiara Yachts' electronic claims data from July 1, 2016 through April 16, 2021. Pursuant to FRCP 33(d), the burden of deriving or ascertaining the answer to Tiara Yachts' question will be substantially the same for both BCBSM and Tiara Yachts, and BCBSM's production of Tiara Yachts' claims data is a complete answer to this interrogatory. BCBSM agrees to meet and confer with Tiara Yachts on agreed-upon search terms and will produce responsive, relevant, non-privileged documents identified by those agreed-upon search terms.

SUPPLEMENTAL ANSWER: Answering further, still subject to and without waiving BCBSM's objections, BCBSM agrees to provide information showing all administrative fees charged to Tiara Yachts in connection with the Shared Savings Program.

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: BCBSM objects to this interrogatory as vague and ambiguous, as the phrase "cost management services" is undefined and subject to multiple interpretations. BCBSM objects to this interrogatory because it seeks information from outside the time period applicable to Tiara Yachts' claims, July 1, 2016 through April 16, 2021. *See, e.g.*, *Arenas v. Unified Sch. Dist.*, 2016 WL 6071802, at *6 (D. Kan. Oct. 17, 2016) (limiting testimony to limitations period "to avoid unnecessary burden and expense"); *see also Greene v. Sears Prot. Co.*, 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.*, 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").

BCBSM objects further to the portion of this interrogatory that seeks identification of "any documents reflecting such services." Courts routinely find that document requests such as this (BCBSM treats this portion of the interrogatory as a document request pursuant to FRCP 33(d)) are inherently overbroad and fail to describe the documents sought with reasonable particularity, in violation of FRCP 34(b)(1)(A).

Subject to and without waiving its objections, BCBSM agrees to search for and produce, subject to an appropriate protective order, Tiara Yachts' communications (many of which were likely previously shared with Tiara Yachts) and ASC contract documents that sufficiently describe the cost-management services provided to Tiara Yachts before implementation of the Shared

Savings Program but after July 1, 2016. Pursuant to FRCP 33(d), the burden of deriving or ascertaining the answer to Tiara Yachts' question will be substantially the same for both BCBSM and Tiara Yachts, and BCBSM's production of Tiara Yachts' claims data is a complete answer to this interrogatory. BCBSM agrees to meet and confer with Tiara Yachts on agreed-upon search terms and will produce responsive, relevant, non-privileged documents identified by those agreed-upon search terms.

SUPPLEMENTAL ANSWER: Answering further, still subject to and without waiving BCBSM's objections, the Payment Integrity and other similar services that BCBSM provided before it implemented the Shared Savings Program that were included in the base administrative fee, as applicable to Tiara Yachts, were:

- <u>Provider education</u>: These pre-payment services train providers on the correct way to complete a claim to promote accuracy of claim submissions.

- <u>Primary Editing</u>: These services focus on editing professional and outpatient facility claims as submitted for adherence to BCBSM medical, clinical, and coding guidelines.

- <u>Subrogation</u>: BCBSM provides post-payment subrogation services to identify other party liability (OPL) and third-party liability (TPL), and then investigates and pursues recoveries from such parties.

- <u>Internal data mining</u>: These post-payment services use a combination of technology and expert review to identify and correct payment issues, such as coordination of benefits.

- <u>Credit-balance program</u>: These services involve a dedicated team that works with hospitals' finance departments to detect, analyze, identify, and recover claim payments if a payment was made by other responsible third parties.

- <u>Provider audits</u>: These post-payment services involve a team dedicated to auditing providers to confirm accuracy of billing, coding, medical necessity, and benefit coverages.

- <u>Hold-Harmless Inquiry for Non-Par Balance Billing</u>: If a member received a balance bill *and* contacted BCBSM, the account team determined whether to negotiate or pay the claim at charge. This service was available only to self-funded accounts and was driven at the discretion of the account.

- Detection of fraud, waste, and abuse: These post-payment services involve a team dedicated to the detection of fraud, waste, and abuse by providers.

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: BCBSM objects to this interrogatory as vague and ambiguous, as the phrase "cost management services" is undefined and subject to multiple interpretations. BCBSM objects to this interrogatory because it seeks information from outside the time period applicable to Tiara Yachts' claims, July 1, 2016 through April 16, 2021. *See, e.g.*, *Arenas v. Unified Sch. Dist.*, 2016 WL 6071802, at *6 (D. Kan. Oct. 17, 2016) (limiting testimony to limitations period "to avoid unnecessary burden and expense"); *see also Greene v. Sears Prot. Co.*, 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.*, 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").

BCBSM objects further to the portion of this interrogatory that seeks identification of "any documents reflecting such services." Courts routinely find that document requests such as this (BCBSM treats this portion of the interrogatory as a document request pursuant to FRCP 33(d)) are inherently overbroad and fail to describe the documents sought with reasonable particularity, in violation of FRCP 34(b)(1)(A). BCBSM further objects to this interrogatory to the extent it is duplicative of Interrogatory No. 8. Finally, BCBSM objects to this interrogatory to the extent it seeks documents that are more appropriate for a production request.

Subject to and without waiving its objections, BCBSM agrees to search for and produce, subject to an appropriate protective order, Tiara Yachts' communications (many of which were likely previously shared with Tiara Yachts) and ASC contract documents that sufficiently describe the cost-management services provided to Tiara Yachts after implementation of the Shared Savings Program through April 16, 2021. Pursuant to FRCP 33(d), the burden of deriving or ascertaining the answer to Tiara Yachts' question will be substantially the same for both BCBSM and Tiara Yachts, and BCBSM's production of Tiara Yachts' claims data is a complete answer to this interrogatory. BCBSM agrees to meet and confer with Tiara Yachts on agreed-upon search terms and will produce responsive, relevant, non-privileged documents identified by those agreed-upon search terms.

SUPPLEMENTAL ANSWER: Answering further, still subject to and without waiving BCBSM's objections, the Payment Integrity and other similar services that BCBSM provided after it implemented the Shared Savings Program that were included in the base administrative fee, as applicable to Tiara Yachts, were all of the programs identified in answer to Interrogatory No. 8 except for subrogation and the credit-balance program, which became part of the Shared Savings Program.

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: BCBSM objects to this interrogatory as overly broad, unduly burdensome, and irrelevant to the extent it is unlimited in time and seeks information not related to issues in this litigation. BCBSM objects to this interrogatory as vague and ambiguous, as the phrases "cost management services" and "savings programs" are undefined and subject to multiple interpretations. BCBSM further objects to this interrogatory to the extent it seeks information outside the time period relevant to Tiara Yachts' claims, July 1, 2016 through April 16, 2021. *See, e.g.*, *Arenas v. Unified Sch. Dist.*, 2016 WL 6071802, at *6 (D. Kan. Oct. 17, 2016) (limiting testimony to limitations period "to avoid unnecessary burden and expense"); *see also Greene v. Sears Prot. Co.*, 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.*, 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").

BCBSM further objects to this request to the extent it seeks information protected from disclosure by the attorney-client privilege, the work product doctrine, and/or any other privilege or protection.

BCBSM further objects to providing information about any vendors who did not provide any services in connection with Tiara Yachts' ASC, as that vendor information would be inherently irrelevant to Tiara Yachts' claims in this matter.

Subject to and without waiving its objections, BCBSM has collaborated with Change Healthcare, Optum Insights, Avalon, Multiplan, Cotiviti, ClarisHealth, IAG (Insurance Automation Group), Carelon, Lyric, Healthcare Fraud Shield, and EXL with respect to its Payment Integrity Programs.

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: BCBSM objects to this request because it seeks documents and information that are neither relevant nor proportional to the needs of this case. BCBSM's internal reports, summaries, communications, studies, and investigations regarding claims processing complaints since January 1, 2017 have no bearing on the only issues in this litigation. *See, e.g.*, *Roe v. Univ. of Cincinnati*, 2025 WL 1696974, at *4 (S.D. Oh. Jun. 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"). BCBSM further objects to this interrogatory as overly broad and unduly burdensome to the extent it seeks "each and every" report, summary, communication, study, or investigation. Finally, BCBSM objects to this interrogatory to the extent it seeks information that is protected by attorney-client or work-product privileges.

Dated: November 24, 2025

As to objections only:

ALLEN OVERY SHEARMAN STERLING US LLP

By: s/ Daniel Lewis

Daniel Lewis (Adm. in W.D. MI, NY Reg. 4084810)
Jeffrey D. Hoschander (Adm. in W.D. MI, NY Reg. 4496337)
599 Lexington Avenue
New York, NY 10022
Telephone: +1.212.848.4000
Facsimile: +1.202.508.8100
daniel.lewis@aoshearman.com
jeff.hoschander@aoshearman.com

Todd M. Stenerson (P51953)
1101 New York Avenue, NW
Washington, DC 20005

Telephone: +1.202.508.8093
Facsimile: +1.202.661.7484
todd.stenerson@aoshearman.com

ZAUSMER, P.C.

By: s/ Mark J. Zausmer
Mark J. Zausmer (P31721)
Michael A. Schwartz (P74361)
Nathan S. Scherbarth (P75647)
Jason M. Schneider (P79296)
32255 Northwestern Hwy., Ste. 225
Farmington Hills, MI 48334
Telephone: +1.248.851.4111
Facsimile: +1.248.851.0100
mzausmer@zausmer.com
mschwartz@zausmer.com
nscherbarth@zausmer.com
jschneider@zausmer.com

Attorneys for Defendant

VERIFICATION

I, Kimberly Jones-Schneider, declare under penalty of perjury that I have read Defendant's Supplemental Answers to Plaintiff's First Interrogatories and that, based on the reasonable investigation that has been conducted to date, the statements made in that document are true and accurate to the best of my knowledge, information, and belief.

Kimberly Jones-Schneider

Kimberly Jones-Schneider
Director, Payment Integrity

Dated: November 24, 2025