

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TENNESSEE
AT GREENEVILLE**

BALLAD HEALTH, a Tennessee non-profit)
Corporation; MOUNTAIN STATES HEALTH)
ALLIANCE, a Tennessee non-profit public)
benefit corporation; WELLMONT HEALTH)
SYSTEM, a Tennessee non-profit public)
benefit corporation, TAKOMA REGIONAL)
HOSPITAL, INC., a Tennessee non-profit) Civil Action No. 2:25-cv-00176
public benefit corporation; WELLMONT)
HAWKINS COUNTY MEMORIAL)
HOSPITAL, INC., a Tennessee non-profit)
public benefit corporation; DICKENSON)
COMMUNITY HOSPITAL, INC., a Virginia)
nonstock corporation; JOHNSTON)
MEMORIAL HOSPITAL, INC., a Virginia)
nonstock corporation; and SMYTH COUNTY)
COMMUNITY HOSPITAL, a Virginia)
nonstock corporation,)
Plaintiffs,)
v.)
UNITEDHEALTH GROUP, INC., and)
UNITED HEALTHCARE INSURANCE)
COMPANY,)
Defendants)

MOTION FOR LEAVE TO FILE DOCUMENTS UNDER SEAL

Pursuant to E.D. Tenn. L.R. 26.2 and other governing law, Plaintiffs Ballad Health, Mountain States Health Alliance (“Mountain States Health”), Wellmont Health System (“Wellmont Health”), Takoma Regional Hospital, Inc. (“Takoma Regional”), Wellmont Hawkins County Memorial Hospital, Inc. (“Hawkins Memorial”), Dickenson Community Hospital, Inc.

(“Dickenson Hospital”), Johnston Memorial Hospital, Inc. (“Johnston Memorial”), and Smyth County Community Hospital (“Smyth County Hospital”) (collectively, “Plaintiffs” or “Ballad Health”) respectfully move this Court for leave to file under seal unredacted copies of the agreements and appendix discussed herein and to which reference and discussion is made in the Complaint. Plaintiff’s request this relief because these materials contain proprietary and/or confidential information and, further, contain contractual terms which preclude or limit public disclosure of their content. In support, Plaintiffs state the following:

1. Plaintiffs and Defendant United Healthcare Insurance Company are parties to an August 15, 2010 Facility Participation Agreement (**“Mountain States Agreement”**). The Mountain States Agreement is a basis for Plaintiffs’ breach of contract claim and is referred to and discussed in the Complaint, with the initial reference at paragraph 77.
2. Plaintiffs and Defendant United Healthcare Insurance Company are also parties to a June 19, 2014 Facility Participation Agreement (**“Wellmont Health Agreement”**). The Wellmont Health Agreement is a basis for Plaintiffs’ breach of contract claim and is referred to and discussed in the Complaint, with the initial reference at paragraph 86.
3. Both the Mountain States Agreement and the Wellmont Health Agreement contain a Confidentiality provision which provides, in part, that “Neither party may disclose to a Customer, other health care providers, or other third parties any of the following information (except as provided by an agency of the government): 1) any proprietary business information, not available to the general public, obtained by the party from the other party [or] ii) the specific reimbursement amounts provided for under this Agreement...” (Mountain States Agreement at Section 9.9; Wellmont Health Agreement at Section 9.9).

4. The Mountain States Agreement and the Wellmont Health Agreement contain policies, procedures and business terms that may be considered proprietary business information.

5. The Complaint also refers to and discusses the 2024 Facility Medicare Advantage Payment Appendix, beginning at paragraph 101 of the Complaint, and which Appendix includes, among other provisions, reimbursement amounts. In addition, this Appendix contains policies, procedures and business terms that are or may be considered proprietary business information.

6. Plaintiffs are filing under seal, using the *Proposed Sealed Document* event in CM/ECF, Exhibits A, B and C (“Sealed Documents”) hereto and which form the grounds for this action and are referenced and discussed in the Complaint.

7. Consistent with E.D. Tenn. L.R. 26.2(b) and this Court’s procedures for handling sealed material, Plaintiffs’ *Proposed Sealed Documents* are filed in their entirety without redactions as more than 50% of each document contains information Plaintiffs maintain should be considered confidential and proprietary and maintained under seal.

8. After Defendants are served and their counsel appears in this matter, Plaintiffs anticipate that they will seek entry of a Protective Order addressing confidential and propriety are information or the parties will jointly tender an Agreed Protective Order setting out a process for dealing with confidential information. Plaintiffs further acknowledge and understand the terms of the Court’s Memorandum and Order Regarding Sealing Information entered in civil actions in this District, including as it applies to proposed Protective Orders and sealed information.

9. Plaintiffs’ Counsel will also discuss to what extent Defendants believe that Exhibits A, B and C hereto should remain under seal.

10. In an abundance of caution, Plaintiffs seek to file the Sealed Documents under seal until any potential disputes over the confidentiality of these materials can be resolved.

11. As such, the Defendants seek leave to file Exhibits A, B and C under seal.

Dated: October 21, 2025

Respectfully submitted,

**BAKER, DONELSON, BEARMAN, CALDWELL
& BERKOWITZ, PC**

s/Nora A. Koffman

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CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing **Motion for Leave to File Documents Under Seal** will be served upon Defendants with a copy of the Summons and Complaint.

/s/ Nora A. Koffman _____