

**UNITED STATES DISTRICT COURT  
DISTRICT OF CONNECTICUT**

MICHELLE MAZZOLA, in her individual capacity and in her capacity as mother of BABY DOE, GUY MAZZOLA, in his individual capacity and in his capacity as father of BABY DOE, AMEC, LLC, and LISA KULLER, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

ANTHEM HEALTH PLANS, INC., CARELON BEHAVIORAL HEALTH, INC., and ELEVANCE HEALTH, INC.

Defendants.

Case No. 25-cv-01433

Judge Omar A. Williams

December 23, 2025

**JOINT RULE 26(F) REPORT**

Date Original Complaint Filed: September 3, 2025. (First Amended Complaint filed on December 1, 2025.)

Original Complaint Served: Service waived on September 15, 2025. (See Dkt. Nos. 12-14.)

Date of Defendants' Appearance: September 15, 2025.

Pursuant to Fed. R. Civ. P. 16(b), 26(f) and D. Conn. L. Civ. R. 16, a conference was held on December 9, 2025. The participants were:

Jacob Gardener and Steve Cohen for Plaintiffs Michelle Mazzola, Guy Mazzola, Amec, LLC, and Lisa Kuller.

Matthew Aaronson and Stefanie Cerrone for Defendants Anthem Health Plans, Inc., Carelon Behavioral Health, Inc., and Elevance Health Inc.

**I. Certification**

Undersigned counsel (after consultation with their clients) certify that (a) they have discussed the nature and basis of the parties' claims and defenses and any possibilities for achieving a prompt settlement or other resolution of the case; and (b) they have developed the following proposed case management plan. Counsel further certify that they have forwarded a copy of this report to their clients.

**II. Jurisdiction**

**A. Subject Matter Jurisdiction:**

This Court has subject matter jurisdiction over Plaintiffs' claims pursuant to 28 U.S.C. § 1331 and 28 U.S.C. § 1332(d)(2).

**B. Personal Jurisdiction:**

This Court has personal jurisdiction over Defendant Anthem Health Plans, Inc. ("Anthem"), because it is a Connecticut corporation with its principal place of business in Connecticut.

**1. Plaintiffs' Position:**

This Court has personal jurisdiction over Defendant Carelon Behavioral Health, Inc. ("Carelon"), because it provides Anthem and Anthem's members in Connecticut with behavioral health services. This Court has personal jurisdiction over Defendant Elevance Health, Inc. ("Elevance"), because it is the sole owner of both Anthem and Carelon, sets policies for both subsidiaries, and actively directs and controls Anthem's and Carelon's policies, operations, and services under all of Anthem's plans, including those in Connecticut.

**2. Defendants' Position:**

Defendants do not dispute that the Court has specific personal jurisdiction over Carelon as it relates to the claims alleged in the Amended Complaint, because Carelon contracts with

Anthem to administer behavioral health services for Anthem in Connecticut. The Court lacks personal jurisdiction over Elevance because the complaint does not allege any presence or conduct by Elevance in the state of Connecticut that would establish general or specific jurisdiction, and the presence of Elevance's subsidiaries in the state is insufficient to exercise jurisdiction over Elevance absent a showing that piercing the corporate veil as between Elevance and Anthem or Carelon would be appropriate under Connecticut law.

### **III. Brief Description of Case**

#### **A. Claims of Plaintiffs:**

Plaintiffs Michelle Mazzola and Guy Mazzola are members of the Anthem Silver Pathway CT PPO plan (the "Silver Pathway Plan") and parents of Baby Doe, who is also covered under the Plan. Plaintiff Amec, LLC ("Amec"), is a Connecticut company that contracted with Anthem to purchase and provide the Silver Pathway Plan to Plaintiffs Michelle and Guy Mazzola and to other class members. Plaintiff Lisa Kuller ("Kuller") is a member of the Anthem Blue Cross Blue Shield Bronze PPO Pathway plan (the "Bronze Pathway Plan"). Plaintiffs allege that Defendants failed to provide a network of available mental and behavioral health providers that was consistent with representations made in Defendants' provider directory and other plan documents. Further, Plaintiffs allege that Defendants created, maintained, and promulgated an intentionally inaccurate provider directory, including by knowingly and intentionally failing to maintain an adequate network of providers and by presenting providers as being in-network despite Defendants' knowledge that the providers were not in-network. Plaintiffs relied on Defendants' representations regarding the accuracy and robust scope of the provider network, the availability of providers therein, and the services provided therein when choosing their respective Anthem insurance plans.

Defendants' failure to provide a provider network consistent with their representations, Defendants' knowing and intentional falsification of the provider directory, and Defendants' failure

to maintain an updated network of providers breached the terms of Plaintiffs' respective Anthem plans, breached the implied covenant of good faith and fair dealing, violated the Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. § 42-110b, constituted fraudulent and negligent misrepresentations, and unjustly enriched Defendants. As to Plaintiffs enrolled in Anthem plans subject to the Employee Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C. § 1001 et seq., Defendants improperly denied Plaintiffs' and class members' claims for services covered under the terms of their respective plans pursuant to 29 U.S.C. § 1132(a)(1)(B), breached their fiduciary duty owed to Plaintiffs and class members pursuant to 29 U.S.C. § 1109(a), and created a disparity between outcomes on mental health benefits as compared to medical/surgical benefits, in violation of 29 C.F.R. § 2590.712. Plaintiffs seek mandatory injunctive relief in the form of an order requiring Defendants to revise and regularly update their provider directories and requiring Defendants to establish and maintain an adequate network of mental health providers. Plaintiffs also seek compensatory damages, restitution, disgorgement, statutory damages and penalties, and any other relief permitted by law or equity.

**B. Defenses and Claims (Affirmative Defenses, Counterclaims, Third Party Claims, Cross Claims) (either pled or anticipated) of Defendants:**

Defendants deny liability under each of the specific legal theories Plaintiffs have alleged and also deny generally that the network of behavioral health providers offered to Plaintiffs under the Anthem plans at issue is either inadequate, inconsistent with Anthem's obligations under Plaintiffs' plan documents or applicable law, or knowingly or intentionally inaccurate. Anthem accordingly denies that Plaintiffs' alleged inability to identify in-network providers to meet the care requirements they specified constitutes a breach of any contractual or other legal obligation any Defendant owed to Plaintiffs, or that Plaintiffs are entitled to any of the relief sought.

Without asserting or conceding that Defendants have the burden of proof, or that Plaintiffs are relieved of their burden of proof, as to any claim or defense in this matter, Defendants identify the following affirmative and other defenses:

The Court lacks personal jurisdiction over Elevance.

The claims of Plaintiffs Michelle Mazzola, Guy Mazzola, and Amec LLC are governed by ERISA, and all state-law claims are therefore preempted.

Plaintiffs lack standing to assert a breach of contract on behalf of non-ERISA employer class members.

Plaintiffs lack contractual privity with Carelon and Elevance.

Plaintiffs have failed to exhaust administrative remedies required under ERISA.

Plaintiffs fail to state a claim upon which relief can be granted.

Plaintiffs' claims are barred by the terms of their applicable plans, including the plans' requirements for obtaining out-of-network care, submitting out-of-network expenses for reimbursement, timely submission of claims, and appeal and administrative exhaustion.

Plaintiffs' claims are barred by the doctrines of estoppel and waiver.

Plaintiffs' claims are barred for failure to mitigate damages, including by (1) continuing to obtain out-of-network services when in-network services were available, (2) failing to seek out-of-network authorizations, single case agreements, or other accommodations available under the terms of their plans if in-network providers could not provide necessary treatments, and (3) failing to seek reimbursement for out-of-network services as provided under the terms of their plans.

Plaintiffs' claims are barred due to prior, material breach of the terms of their plans, or failure to fulfill a condition precedent.

Plaintiffs' claims under 29 U.S.C. § 1132(a)(1)(B) are limited to the evidence and arguments presented during the pre-litigation administrative appeal process as contained in the administrative record. The administrative determination is entitled to deference on review.

Plaintiffs' claims for violation of the Mental Health Parity and Addiction Equity Act are barred because Defendants relied on the same processes, strategies, standards, and other factors to establish standards and requirements for participating providers for mental health or substance use treatment as those applied to providers for medical/surgical treatment in the same classification.

#### **IV. Statement of Undisputed Facts**

Counsel certify that they have made a good faith attempt to determine whether there are any material facts that are not in dispute. The following material facts are undisputed and are applicable during the class period defined in the First Amended Complaint ¶ 342:

- Plaintiffs Michelle Mazzola, Guy Mazzola, and their son, Baby Doe, have been members of the Anthem Silver Pathway Plan since January 2024.
- Plaintiff Amec offers the Anthem Silver Pathway Plan to its employees.
- Plaintiff Kuller has been a member of the Anthem Bronze Pathway Plan, a non-ERISA plan, since January 2025.
- Defendant Anthem is a Connecticut corporation that administers Plaintiffs' health insurance plans and is an indirect, wholly owned subsidiary of Elevance.
- Defendant Carelon is a Massachusetts corporation that administers behavioral health services for Anthem in Connecticut. Carelon is also an indirect, wholly owned subsidiary of Elevance.
- Defendant Elevance is an Indiana corporation and the ultimate parent company of Anthem and Carelon. Elevance was called Anthem, Inc., until 2022 when it

changed its name to Elevance Health, Inc.

- Anthem publishes and maintains an online provider directory of in-network physical, mental, and behavioral health providers. The online directory is available to members and non-members. Users can search for providers through the online directory by filtering for specialty and geographic distance.

## **V. Case Management Plan**

### **A. Initial Disclosures:**

Plaintiff proposes that initial disclosures will be served by January 12, 2026.

Defendants propose that all discovery, including initial disclosures, be stayed pending resolution of Defendants' anticipated motion to dismiss, as discussed below.

### **B. Scheduling Conference:**

1. The parties do not request to be excused from holding a pretrial conference with the Court before entry of a scheduling order pursuant to Fed. R. Civ. P. 16(b).

2. The parties prefer that a scheduling conference, if held, be conducted by telephone.

### **C. Early Settlement Conference:**

1. The parties certify that they have considered the potential benefits of attempting to settle the case before undertaking significant discovery or motion practice. Settlement is unlikely at this time.

2. The parties do not request an early settlement conference.

3. The parties prefer a settlement conference, when such a conference is held, with a magistrate judge.

4. The parties do not request a referral for alternative dispute resolution pursuant to D. Conn. L. Civ. R. 16.

**D. Joinder of Parties, Amendment of Pleadings, and Motions Addressed to the Pleadings:**

The parties have discussed any perceived defects in the pleadings and have reached the following agreements for resolution of any issues related to the sufficiency of the pleadings.

**Plaintiffs' Position:**

1. Plaintiffs should be allowed until October 5, 2026, to file motions to join additional parties and to file motions to amend the pleadings. Motions filed after the foregoing dates will require, in addition to any other requirements under the applicable rules, a showing of good cause for the delay.
2. Defendants should be allowed until October 5, 2026, to file motions to join additional parties and until 30 days after the filing of a complaint, or any amended complaint, to file a response. Motions filed after the foregoing dates will require, in addition to any other requirements under the applicable rules, a showing of good cause for the delay.

**Defendants' Position:**

Whether further amendment should be allowed to address the sufficiency of the pleadings should be addressed by the Court in determining Defendants' anticipated motion to dismiss. Deadlines for joinder of parties or other any other amendment should be established by the Court in connection with entry of a discovery plan following determination of Defendants' anticipated motion to dismiss.

**E. Discovery:**

- a. Recognizing that the precise contours of the case, including the amounts of damages at issue, if any, may not be clear at this point in the case, in making the proposals below concerning discovery, the parties have considered the scope of discovery permitted under Fed. R.

Civ. P. 26(b)(1). At this time, the parties wish to apprise the Court of the following information regarding the “needs of the case”:

The parties disagree regarding whether discovery should be stayed pending resolution of Defendants’ anticipated motion to dismiss the First Amended Complaint.

**Plaintiffs’ Position:** Plaintiffs’ position is that discovery should commence pursuant to the Court’s standing Order (see Dkt. No. 3), which does not contemplate a stay of discovery pending a motion to dismiss. There is no reason to deviate from the Court’s usual practice. Plaintiffs anticipate that more than nine months will be required to complete discovery due to the complexity of this putative class action, the large size of the putative class, the expected volume of document discovery, and the number of expected fact and expert witnesses.

**Defendants’ Position:** Discovery should be stayed pending resolution of Anthem’s motion to dismiss the First Amended Complaint, because dismissal of even a portion of the First Amended Complaint’s ten causes of action will impact the scope of relevant and permissible discovery. While the filing of a motion to dismiss does not “automatically” stay discovery, a stay of discovery is appropriate where there are “substantial arguments for dismissal,” the discovery sought is broad—including class-certification discovery—and prejudice consists only of delay or can be managed through revision of the case management plan. *See DePaul v. Kimberly-Clark Corp.*, No. 3:24-CV-271 (KAD), 2025 WL 2256307, at \*2–3 (D. Conn. Aug. 7, 2025).

b. The parties anticipate that discovery will be needed on the following subjects:

**Plaintiffs’ Position:**

- The size, breadth, and adequacy of Defendants’ provider network.
- The process by which Defendants designate mental, behavioral, and

physical health providers in the provider directory.

- The process by which Defendants maintain the directory of mental, behavioral, and physical health providers.
- The process by which Defendants price insurance plan premiums.
- The process by which Defendants approve or deny coverage and reimbursements for services sought or obtained from mental, behavioral, and physical health providers.
- The process by which Defendants approve or deny out-of-network providers to provide services as Authorized Services.
- Defendants' marketing and advertising with respect to their provider network.
- The process by which Defendants formulate policies and guidance for beneficiaries and determine coverage and reimbursement of claims.

**Defendants' Position:**

- The individual Plaintiffs' claims and purported damages.
- Discovery as to the satisfaction or not of Rule 23's requirements for class certification. Defendants maintain that no discovery as to the putative class claims is appropriate prior to certification of a class.

c. All discovery, including depositions of expert witnesses pursuant to Fed. R. Civ. P. 26(b)(4), will be commenced by and completed (not propounded) by:

**Plaintiffs' Position:**

|  |                   |
|--|-------------------|
| All discovery, including deposition of expert witnesses pursuant to Fed. R. Civ. P. 26(b)(4), commences. | December 23, 2025 |
|--|-------------------|

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|---|-----------------|
| Document production for fact discovery completed. | June 5, 2026    |
| Fact witness depositions completed.               | October 5, 2026 |
| Expert witness depositions completed.             | April 5, 2027   |
| All discovery completed (not propounded).         | June 7, 2027    |

Defendants' Position: Defendants propose that the parties meet and confer to establish a discovery schedule within 14 days of the Court's ruling on Defendants' motion to dismiss, unless the complaint is subsequently amended.

d. Plaintiffs do not believe discovery should be conducted in phases. Defendants maintain that no discovery as to the putative class claims is appropriate prior to certification of a class.

e. The parties anticipate that the Plaintiffs will require a total of 10-15 depositions of fact witnesses and that the Defendants will require a total of approximately 7 depositions of fact witnesses. Plaintiffs propose the depositions will commence by July 6, 2026, and be completed by October 5, 2026. Defendants propose that all discovery should be stayed pending resolution of Defendants' anticipated motion to dismiss.

f. The parties will request permission to serve more than 25 interrogatories.

g. Plaintiffs intend to call expert witnesses at trial. Defendants intend to call expert witnesses at trial.

h. Plaintiffs propose the Parties will designate all trial experts and provide opposing counsel with reports from retained experts pursuant to Fed. R. Civ. P. 26(a)(2) on any issues on which they bear the burden of proof by January 4, 2027. Depositions of any such experts will be completed by April 5, 2027. Defendants propose that all discovery should be stayed pending resolution of Defendants' anticipated motion to dismiss.

i. Plaintiffs propose the Parties will designate all trial experts and provide opposing counsel with reports from retained experts pursuant to Fed. R. Civ. P. 26(a)(2) on any issues on which they do not bear the burden of proof by May 7, 2027. Depositions of such experts will be completed by June 7, 2027. Defendants propose that all discovery should be stayed pending resolution of Defendants' anticipated motion to dismiss.

j. A damages analysis will be provided by any party who has a claim or counterclaim for damages at the time of such party's initial expert disclosures (*i.e.*, January 4, 2027).

k. Undersigned counsel (after consultation with their respective clients concerning computer-based and other electronic information management systems, including historical, archival, back-up and legacy files, in order to understand how information is stored and how it may be retrieved) have discussed the disclosure and preservation of electronically stored information, including, but not limited to, the form in which such data shall be produced, search terms and/or other techniques to be used in connection with the retrieval and production of such information, the location and format of electronically stored information, appropriate steps to preserve electronically stored information, and the allocation of costs of assembling and producing such information. Specifically, the parties are taking reasonable steps to preserve potentially relevant information in this action, namely, electronic and hard copy documents that relate to the claims asserted by Plaintiffs. The parties have ceased any automatic procedures that would destroy potentially relevant information.

l. Undersigned counsel (after consultation with their clients) have also discussed the location(s), volume, organization, and costs of retrieval of information stored in paper or other non-electronic forms. The parties agree to the following procedures for the preservation, disclosure and management of such information: As stated above, the parties are taking reasonable

steps to preserve potentially relevant information, including hard copy documents, that relate to the claims asserted by Plaintiffs. The parties agree not to destroy any paper or other non-electronic information that relates to decisions about the foregoing, without temporal limitation.

m. Undersigned counsel and self-represented parties have discussed discovery procedures that minimize the risk of waiver of privilege or work-product protection, including procedures for asserting privilege claims after production. The parties agree that Judge Williams's Standing Protective Order (see Dkt. No. 5) will govern the procedure for asserting claims of privilege after production.

**F. Other Scheduling Issues:**

The parties propose the following schedule for addressing other issues pertinent to this case: Plaintiffs propose that Plaintiffs will move for class certification by July 23, 2027.

Defendants propose that a schedule for class certification be established after resolution of Defendants' anticipated motion to dismiss, and that the class certification deadline should be at an "early practicable time" after an answer is filed.

**G. Summary Judgment Motions:**

Plaintiffs propose that summary judgment motions, which must comply with Local Rule 56, will be filed on or before September 6, 2027. Defendants propose that a schedule for dispositive motions be established after resolution of Defendants' anticipated motion to dismiss.

**H. Joint Trial Memorandum:**

The joint trial memorandum required by the Standing Order on Trial Memoranda in Civil Cases will be filed within thirty days of the Court's order on any summary judgment motions.

**VI. Trial Readiness**

The case will be ready for trial by thirty days following the parties' submission of the joint trial memorandum.

As officers of the Court, undersigned counsel agree to cooperate with each other and the Court to promote the just, speedy and inexpensive determination of this action.

Plaintiffs

By Jacob Gardener

Date: December 23, 2025

Defendants

By Stefanie A. Cerrone

Date: December 23, 2025