UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT

MICHELLE MAZZOLA, individually and as mother of BABY DOE; GUY MAZZOLA, individually and 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.	Civil Action No. 3:25-cv-01433-OAW

DEFENDANTS' MOTION TO STAY DISCOVERY

Defendants Anthem Health Plans, Inc., Carelon Behavioral Health, Inc., and Elevance Health, Inc. ("Defendants"), by counsel, move the Court to stay discovery and all obligations under Federal Rule of Civil Procedure 26 pending resolution of Defendants' motion to dismiss the operative Amended Complaint, filed herewith. A brief stay will conserve resources and avoid unnecessary burden while dispositive issues are presented to the Court.

In support of this motion, Defendants state as follows:

I. Background

1. Plaintiffs commenced this action on September 3, 2025, by filing their putative class action complaint (ECF No. 1). Defendants thereafter executed a waiver of the service of summons (ECF No. 12).

2. On November 10, 2025, Defendants timely filed a motion to dismiss the class action complaint (ECF No. 15). Following conferral among the parties, Plaintiffs filed a Consent Motion

to Amend Complaint and Set a Briefing Schedule (ECF No. 16), and Plaintiffs thereafter submitted an Amended Class Action Complaint (the "Amended Complaint") (ECF No. 16-1).

3. Because Defendants entered their appearance on November 10, 2025, Plaintiffs' counsel requested that the parties schedule a Rule 26(f) conference. However, Defendants advised Plaintiffs that, while they were open to speaking, it was Defendants' position that discovery should be stayed pending a ruling on Defendants' then-anticipated motion to dismiss, as the Amended Complaint remains subject to dismissal in whole based on issues of personal jurisdiction, preemption, and other failures to state a claim.

4. The parties conferred on Tuesday, December 9, 2025, during which Defendants reiterated their position that discovery should be stayed and advised Plaintiffs that Defendants would seek this relief from the Court. Given Defendants' position, the parties did not confer on a discovery schedule. In the parties' Joint Rule 26(f) report, filed on December 23, 2025, Plaintiffs included their position in a proposed discovery schedule, including a broad scope of class and merits discovery (ECF No. 22 at 9–10). Defendants set forth their position that discovery should be stayed pending determination of Defendants' then-anticipated motion to dismiss. (ECF No. 22 at 9.)

5. On December 12, 2025, the Court granted Plaintiffs' consent motion, ruled that the Amended Complaint is the operative pleading and supersedes the original complaint, and deemed Defendants' prior motion to dismiss (ECF No. 15) moot. The Court further ordered that Defendants answer or move to dismiss the Amended Complaint on or before January 23, 2026; Plaintiffs must file their opposition on or before March 2, 2026; and Defendants must file their reply on or before March 27, 2026. (ECF No. 19.)

6. On December 31, 2025, Plaintiffs served on all Defendants' a set of written discovery comprised of 14 Interrogatories and 42 Requests for Production of Documents (Declaration of Stefanie Cerrone ["Cerrone Decl."] ¶ 5).

7. Plaintiffs' Interrogatories seek extensive information about the operation of all Anthem health plans offered in Connecticut over a greater than seven-year period from January 1, 2019 to the present, including formulation of policies, internal compliance efforts, and identifying all individuals responsible for overseeing operation or setting policy for any of the Defendants during this period. (Cerrone Decl. ¶ 5 & Exh. A).

8. Plaintiffs' Requests for Production similarly seek onerous discovery regarding all Anthem plans in Connecticut during the same seven-plus-year period, and require Anthem to produce, among other things, all plan documents; all communications related to Anthem's provider network with members, the State of Connecticut, or any government regulator; provider contracting requirements; provider network construction or design policies and analyses; compliance analyses and communications; complaints; cost and pricing analyses; utilization management data and analyses; and profit and revenue data and analyses. (Cerrone Decl. ¶ 5 & Exh. B).

9. On January 12, 2026, Plaintiffs served further written discovery comprised of 21 Requests for Admission (Cerrone Decl. ¶ 6). The Requests for Admission likewise include requests seeking numerous admissions about all Anthem plans offered in Connecticut across several topics (Cerrone Decl. ¶ 6 & Exh. C).

10. Defendants have reviewed Plaintiffs' Amended Complaint and determined that the Amended Complaint remains deficient. Defendants have therefore filed a motion to dismiss the Amended Complaint contemporaneously with this motion on January 23, 2026. (ECF No. 24).

II. Argument

11. "Pursuant to Fed. R. Civ. P. 26(c), the court has discretion to stay discovery for good cause [which] may be shown where a party has filed . . . a dispositive motion." *Cuartero v. United States*, No. 3:05-CV-1161 (RNC), 2006 WL 3190521, *1 (D. Conn. Nov. 1, 2006). "In determining whether good cause exists for a stay of discovery, the court should consider several factors, including . . . the burden of responding to [discovery], and the prejudice that would be suffered by the party opposing the stay," if any. *Id.*; *see also Turner v. Zickefoose*, 2009 WL 2983190 at *3 (D. Conn. Sept. 14, 2009) (granting stay where motion to dismiss was pending).

12. In exercising this discretion, courts consider: (1) the breadth of discovery sought and the associated burden on the moving party to respond; (2) any prejudice that would result from having to respond to discovery; and (3) the strength of the motion to dismiss that serves as the basis for the requested stay. *See ITT Corp. & Goulds Pumps, Inc. v. Travelers Casualty & Surety Co.*, 2012 WL 2944357 at *2-3 (D. Conn. July 18, 2012); *see also Ema Fin., LLC v. Vystar Corp.*, 336 F.R.D. 75, 80 (S.D.N.Y. 2020) ("[A] court determining whether to grant a stay of discovery pending a motion must look to the particular circumstances and posture of each case.").

A. Elevance's Challenge to Jurisdiction Merits a Stay

13. As an initial matter, Elevance's challenge to this Court's exercise of jurisdiction alone satisfies all relevant considerations and merits entry of a stay.

14. As set forth in Defendants' motion to dismiss, this Court lacks personal jurisdiction over non-resident Defendant Elevance Health, Inc. given that Plaintiffs have pleaded no contacts with Connecticut other than its subsidiaries operating within the state (Motion to Dismiss, ECF No. 24 at 8–12). *Leonard v. Gen. Motors L.L.C.*, 504 F. Supp. 3d 73, 86 (D. Conn. 2020) (presence

of subsidiary in state does not establish jurisdiction over parent, absent exceptional facts that would justify piercing the corporate veil).

15. Requiring Elevance to respond to discovery in a matter where personal jurisdiction is lacking not only creates an unreasonable burden on Elevance but also violates its due process rights by subjecting it to litigation in a venue where it has not subjected itself to suit. *See Savage v. Scripto-Tokai Corp.*, 147 F. Supp. 2d 86, 90 (D. Conn. 2001) (a finding of personal jurisdiction as a matter of due process requires purposefully "conducting activities within the forum State"). Elevance will be substantially prejudiced by being forced to participate in discovery in a matter where personal jurisdiction is lacking.

16. As discussed below, Plaintiffs have established no prejudice that would result from a discovery stay.

17. Courts routinely grant motions to stay discovery pending challenges to a court's personal jurisdiction over Defendants in similar circumstances. *See Simonson v. Olejniczak,* No. 3:21CV01118(SALM), 2022 WL 6509428, at *1 (D. Conn. May 17, 2022), *aff'd*, No. 22-1219, 2023 WL 2941521 (2d Cir. Apr. 14, 2023) (acknowledging entry of stay of discovery pending motion to dismiss for lack of personal jurisdiction); *Lu v. Cheer Holding, Inc*., No. 24 CIV. 459 (RA) (GS), 2024 WL 1718821, at *4 (S.D.N.Y. Apr. 19, 2024) (collecting cases).

18. A stay of discovery should issue based on Elevance's challenge to this Court's jurisdiction over it.

B. Breadth of Discovery and Burden

19. Grounds for a stay also exist independent of Elevance's jurisdictional challenge.

20. First, courts deciding a motion to stay consider the burden that would be imposed on the moving party if the court allowed discovery to proceed before the court decided the motion

to dismiss. *See, e.g.*, *ITT Corp. & Goulds Pumps, Inc. v. Travelers Casualty & Surety Co.*, 2012 WL 2944357 at *2-3 (D. Conn. July 18, 2012) (setting forth factors to consider, "including the breadth of the discovery sought, [and] the burden of responding to it"). There is no need for everyone to "waste . . . precious resources" on discovery under these circumstances, where a pending motion to dismiss may narrow or dispose of many or all of Plaintiffs' claims. *See Amron v. 3M Minnesota Mining & Mfg. Co.,* No. 23-CV-8959, 2024 WL 263010, at *3 (E.D.N.Y. Jan. 24, 2024). Requiring "discovery at this point . . . may well cause the defendants to expend significant resources for no purpose whatsoever" if claims to which the discovery is directed are dismissed, or are dismissed as to certain parties. *West Farms Associates v. State Traffic Commission of Connecticut,* 1990 U.S. Dist. LEXIS 21073, at *5 (D. Conn. July 23, 1990). Additionally, in the "pre-certification context" of a class action, "[u]nnecessarily broad discovery"—i.e., discovery broader than that necessary to meet Rule 23's requirements—is "wasteful and unjustifiable," and "defendant[s] must be protected from discovery which is overly burdensome, irrelevant, or which invades privileged or confidential areas." *Nat'l Org. for Women, Farmington Valley Chapter v. Sperry Rand Corp.*, 88 F.R.D. 272, 277 (D. Conn. 1980); *Da Silva Moore v. Publicis Groupe*, 868 F. Supp. 2d 137, 169 & n.47 (S.D.N.Y. 2012) (recognizing need for stays in the class context to limit "fishing expeditions" and "costs of extensive discovery . . . forcing defendants to settle even meritless cases").

21. The burden imposed by discovery will be substantial. Plaintiffs have already served an initial round of discovery consisting of 14 Interrogatories, 42 Requests for Production, and 21 Request for Admission seeking discovery as to all Anthem plans offered in Connecticut over a seven-plus-year period. *Supra* ¶¶ 6–9. This discovery is not limited to either the named plaintiffs

or the operation of the two particular plans under which they seek relief, and thus the vast majority of the information sought is not relevant to their individual claims.

22. Additionally, the topics on which Plaintiff has identified they will seek discovery demonstrate that Plaintiffs intend to seek further discovery, which is also likely to be unusually burdensome. Plaintiffs' have identified the following topics on which they intend to seek discovery, with no stated limitations as to geographic scope or time:

- 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.

23. The burden imposed by this discovery is heightened because Defendants challenge whether many of Plaintiffs' claims are appropriately asserted against Carelon and Elevance (assuming it is not dismissed for lack of personal jurisdiction) given the lack of contractual or other privity between Plaintiffs and either Carelon or Elevance. (ECF No. 24 at 16, 19, 27, 29–30). Requiring Carelon and Elevance to respond to discovery targeted to claims that cannot plausibly be pleaded against them would impose an undue and unreasonable burden.

24. Defendants also contend that all claims raised by the Mazzolas and Amec are governed by ERISA and that all state-law claims raised on their behalf—and involving theories of breach or harm unique to them—are preempted by ERISA. (ECF No. 24 at 12–16.) Defendants further contend that Plaintiffs failed to adequately plead administrative exhaustion for all but one claim raised by the Mazzolas, (ECF No. 23 at 31–33), requiring dismissal of all non-exhausted claims, *Cooper v. Int'l Bus. Machines Corp.*, No. 3:24-CV-656 (VAB), 2024 WL 5010488, at *7 (D. Conn. Dec. 6, 2024). And if any of the Mazzolas's or Amec's claims proceed under ERISA, "the court's review is ordinarily confined to the record that was originally before the claims administrator." *Hughes v. Hartford Life & Accident Ins. Co.*, 507 F. Supp. 3d 384, 391 (D. Conn. 2020). Thus, discovery is not permitted as a matter of course and instead requires a factual showing by the party seeking discovery that the discovery is likely to establish "good cause to consider evidence beyond the administrative record." *Id*. at 392, 394. Thus, the Court's determination as to what extent the Mazzolas and Amec's claims are governed by ERISA and not subject to dismissal may significantly impact the scope of permissible discovery, which would otherwise impose an impermissible burden on Defendants contrary to the purpose of ERISA. *See id.* at 392 (explaining that ERISA's limitations on discovery serve ERISA's purpose of "resolv[ing] disputes over benefits inexpensively and expeditiously").

25. Permitting discovery to proceed at this point could also necessitate third-party discovery from plaintiffs' healthcare providers and others, and implicate substantial HIPAA-protected health information and proprietary business information, requiring time-consuming protective orders, PHI handling protocols, and privilege reviews. Launching that machinery before the pleadings are settled risks significant, unrecoverable costs and inefficiencies.

26. A brief stay will promote judicial economy and proportionality. Class allegations and multiple subclasses amplify the burden and complexity of discovery and class-certification motion practice. *See DePaul v. Kimberly-Clark Corp.,* No. 3:24-CV-271 (KAD), 2025 WL 2256307, at *3 (D. Conn. Aug. 7, 2025) (acknowledging that, in a case seeking to certify two classes, "class certification discovery . . . is likely to be significant and time consuming"). Here, Plaintiffs seek to certify a broad class of "all individuals and employers who have purchased or enrolled in an Anthem health insurance plan in Connecticut at any point from 2019 through the date of class certification," and also seek to certify *five* subclasses based on a given member's participation in an ERISA or non-ERISA plan, or payment of out-of-network care costs. (ECF No. 16-1 at 75).

C. Prejudice

27. Defendants would be substantially prejudiced from having to respond to Plaintiffs' expansive discovery pending resolution of the motion to dismiss, which may be mooted or materially narrowed once the Court rules on Defendants' motion to dismiss.

28. As discussed above, Elevance will suffer prejudice and violation of its due process rights if subject to discovery in a venue where personal jurisdiction is lacking. *See Supra* part II (a).

29. It would be a significant waste of time and resources for the parties to engage in discovery, some or all of which would prove unnecessary if the Court grants Defendants' motion to dismiss the Amended Complaint either in whole or in part. *See Mineo v. Town of Hempstead*, 2023 U.S. Dist. LEXIS 197937, at *5-6 (E.D.N.Y. Nov. 3, 2023) (stating that discovery "can be particularly costly and it would be" in best interests of both parties and the Court "to avoid these expenses if possible"). This is particularly true as to Elevance and Carelon, as to whom Defendants

argue Plaintiffs have few or no viable claims, but who will be forced to respond to fulsome discovery absent a stay.

30. A ruling on the Defendants' motion to dismiss will clarify the issues that remain in the case, potentially narrowing the scope of discovery, and making it more targeted and efficient.

31. Plaintiff has identified no prejudice they will suffer as a result of entry of a stay of discovery. Indeed, in the parties Rule 26(f) report, Plaintiffs' only basis for opposing a stay of discovery is that the Court's standing order "does not contemplate a stay of discovery pending a motion to dismiss," and Plaintiffs contend "[t]here is no reason to deviate from the Court's usual practice." (ECF No. 22 at 9.)

32. "The prejudice to plaintiff from a stay of discovery will be minimal [however], as discovery will only be stayed until a decision is reached on the motion to dismiss." *Cuartero*, 2006 WL 3190521, at *3. Here, any prejudice is minimal because the case is at its earliest stage: the Court has not yet scheduled a Rule 16 conference, the parties only recently conducted the 26(f) conference shortly before December holidays, and the Court has set a prompt briefing schedule on Defendants' motion to dismiss, with Defendants' opening brief filed January 23, 2026, Plaintiffs' opposition due March 2, 2026, and Defendants' reply due March 27, 2026. Defendants will continue to comply with their preservation obligations. A stay of discovery therefore conserves resources without materially impairing Plaintiffs' ability to obtain discovery should any claims remain.

D. Strength of Motion

33. As to the final factor regarding the strength of the pending motion, "a stay of discovery is appropriate pending resolution of a potentially dispositive motion where the motion 'appear[s] to have substantial grounds' or, stated another way, 'do[es] not appear to be without

foundation in law.'" *ITT Corp.*, 2012 WL 2944357, at *2 (quoting *Johnson v. New York Univ. Sch. of Educ.*, 205 F.R.D. 433, 434 (S.D.N.Y. 2002)). Plaintiffs have already voluntarily amended their complaint once in the face of Defendants' initial motion to dismiss (ECF No. 16). The Amended Complaint fails to remedy multiple threshold issues that Defendants identified in the original complaint. As such, Defendants believe their motion to dismiss offers substantial grounds for dismissal with a strong foundation in the law. *ITT Corp.*, 2012 WL 2944357, at *3–4 (granting motion to stay discovery pending resolution of motion to dismiss where "the defendant's arguments are substantial and 'not unfounded in the law.'"); *Spencer Trask Software and Information Services, LLC v. RPost Intern. Ltd.*, 206 F.R.D. 367, 368 (S.D.N.Y .2002) (granting stay of discovery pending motion to dismiss that presented "substantial arguments for dismissal of many, if not all, of the claims asserted in th[e] lawsuit").

34. Allowing the Court to first resolve the motion to dismiss will clarify which parties, claims, time periods, and theories remain, enabling targeted discovery tailored to the surviving issues, if any. That sequencing avoids unnecessary disputes and expense and protects the parties' and third parties' confidentiality interests while ensuring any eventual discovery proceeds on a properly defined record.

WHEREFORE, Defendants respectfully move the Court to stay discovery and all obligations under Federal Rule of Civil Procedure 26 pending resolution of Defendants' motion to dismiss the operative Amended Complaint, filed herewith.

Dated: January 23, 2026

Respectfully Submitted,

By: /s/ *Stefanie Cerrone*

Stefanie Cerrone, Court ID No. CT31540
Matthew J. Aaronson (*pro hac vice* to be submitted)
TROUTMAN PEPPER LOCKE LLP
875 Third Avenue
New York, NY 10022
T: (212) 704-6000
matthew.aaronson@troutman.com
stefanie.cerrone@troutman.com

Attorneys for Defendants Anthem Health Plans, Inc., Carelon Behavioral Health, Inc. and Elevance Health, Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by CM/ECF to all counsel of record on this January 23, 2026.

/s/ Stefanie Cerrone
Stefanie Cerrone

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT

MICHELLE MAZZOLA, individually and as mother of BABY DOE; GUY MAZZOLA, individually and 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.	Civil Action No. 3:25-cv-01433-OAW

DECLARATION OF STEFANIE A. CERRONE IN SUPPORT OF DEFENDANTS' MOTION TO STAY

Pursuant to 28 U.S.C. § 1746, Stefanie A. Cerrone, under the penalty of perjury, declares the following to be true and correct:

1. I am an Associate with Troutman Pepper Locke LLP, attorneys for Anthem Health Plans, Inc., Carelon Behavioral Health, Inc., and Elevance Health, Inc. ("Defendants"). I am fully familiar with the facts and circumstances of this action based on my review of the records and files maintained by this office.

2. This Declaration, and the materials attached hereto, are respectfully submitted in support of Anthem's motion to stay discovery and all obligations under Federal Rule of Civil Procedure 26 pending resolution of Defendants' motion to dismiss the operative Amended Complaint.

3. On December 9, 2025, I participated in a Rule 26(f) conference by videoconference with counsel for Plaintiffs. During that conference, the parties discussed, among other topics, the timing and scope of discovery and Defendants' intention to seek a stay of discovery pending resolution of Defendants' anticipated motion to dismiss.

4. On December 23, 2025, the parties filed a Joint Rule 26(f) Report (ECF No. 22). In that report, Plaintiffs set forth their position regarding the proposed discovery schedule and scope, and Defendants set forth their position that discovery should be stayed pending a decision on Defendants' motion to dismiss.

5. On December 31, 2025, Plaintiffs served their First Set of Interrogatories to Defendants and their First Set of Requests for Production of Documents to Defendants. The First Set of Interrogatories contains 14 interrogatories, and the First Set of Request for Production of Documents contains 42 separate document requests. True and correct copies of these discovery requests are attached hereto as **Exhibit A** and **Exhibit B**, respectively.

6. On January 12, 2026, Plaintiffs served their First Set of Requests for Admission to Defendants. The Requests for Admission contain 21 requests. A true and correct copy of the Requests for Admission is attached hereto as **Exhibit C.**

7. On January 23, 2026, Defendants filed their Motion to Dismiss the Amended Complaint.

8. I certify that I conferred with counsel for Plaintiffs in an effort in good faith to resolve by agreement the issues raised by Defendants' Motion to Stay Discovery without the intervention of the Court, and that the parties were unable to reach such an agreement.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 23, 2026.

By: /s/ *Stefanie A. Cerrone*

Stefanie A. Cerrone, Court ID No. CT31540
Matthew J. Aaronson (*pro hac vice* to be submitted)
TROUTMAN PEPPER LOCKE LLP
875 Third Avenue
New York, NY 10022
T: (212) 704-6000
matthew.aaronson@troutman.com
stefanie.cerrone@troutman.com

Attorneys for Defendants Anthem Health Plans, Inc., Carelon Behavioral Health, Inc., and Elevance Health, Inc.

Exhibit A

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 Civ. 1433 (OAW)**

PLAINTIFFS' FIRST SET OF INTERROGATORIES

Plaintiffs, by and through their undersigned attorneys and pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure ("FRCP"), hereby serve the following Interrogatories to be answered separately, fully in writing, and under oath by Defendants Anthem Health Plans, Inc., Carelon Behavioral Health, Inc., and Elevance Health, Inc. for response within 30 days after service of these Interrogatories. These Interrogatories shall be deemed to be continuing to the fullest extent permitted by the FRCP, and Defendants shall provide Plaintiffs with all supplemental answers and additional information that becomes available to Defendants at a later date.

DEFINITIONS AND INSTRUCTIONS

The following Interrogatories are subject to the definitions and instructions set forth below:

1. The terms "Defendants," "You," or "Your" shall mean, unless otherwise expressly indicated by the particular context, the named Defendants, Anthem Health Plans, Inc., Carelon Behavioral Health, Inc., and Elevance Health, Inc. These terms shall include all owners,

principals, employees, agents, independent contractors, representatives, attorneys, and affiliates of Defendants.

2. The term "Complaint" shall mean the Amended Complaint that Plaintiffs filed on December 1, 2025 in this action.

3. Unless otherwise indicated, these Interrogatories seek information regarding the time period from January 1, 2019 through the present.

4. The term "communication" shall mean information (in the form of facts, ideas, or otherwise) transmitted between persons, including, without limitation, meetings, discussions, conversations, recordings, telephone calls, memoranda, letters, telecopies, telexes, conferences, e-mails, text messages, WhatsApp messages, notes, facsimiles, social media postings, correspondence, or seminars.

5. The term "date" shall mean the exact day, month, and year, if ascertainable, or if not, the best approximation, including the relationship to other events.

6. The term "document" is defined to be synonymous in meaning and equal in scope to the usage of this term and the term "tangible thing" in the FRCP. Each comment, or addition to, or deletion from, a document shall constitute a separate document within the meaning of this term. Without limiting the generality of the foregoing, the term "document" shall also include any and all means of conveying, storing, or memorializing information, whether in paper or other tangible physical form, or in electronic form, in the possession, custody, or control of Defendant, including without limitation the original and non-identical copies, regardless of origin, format, or location, and any record, communication, email, text message, WhatsApp message, database, spreadsheet, calendar entry, backup data, voicemail message, audio file, video file, or other information that exists in any format.

7. The term "all documents" means any and every "document" as defined above, which can be located, discovered, or obtained by reasonably diligent efforts, including without limitation all documents possessed by: (a) You or Your counsel; or (b) any other person or entity from whom You can obtain such documents by request, or from whom You have a legal right to bring within your possession by demand.

8. The phrase "electronically stored information" shall mean all documents that are stored in any electronic medium from which information can be obtained.

9. The term "person" shall mean any natural person or any business, legal, or governmental entity or association.

10. The term "Anthem Plans" shall mean any and all health insurance plans offered, sold, or administered by Anthem Health Plans, Inc. in Connecticut, including the Anthem Silver Pathway CT PPO plan and the Anthem Blue Cross Blue Shield Bronze PPO Pathway plan.

11. The term "Provider Directory" shall mean the searchable directory You published that listed information about the healthcare providers (including mental and/or behavioral health professionals, hospitals, and facilities) that were purportedly in Your network. The term includes all information contained in the directory, including but not limited to the provider's name, address, gender, age, office hours, contact information, status as an in-network provider, acceptance of the Anthem Plans, availability to see new patients, availability for virtual visits and in-person care, services provided, restrictions on or limitations to the services provided or availability, specialties, qualifications, certifications, affiliations with facilities, and languages spoken.

12. The terms "concerning," "regarding," "relating to," "in connection with," or any similar terms shall be construed as broadly as possible and shall mean relating to, referring to,

describing, evidencing, constituting, incorporating, comprising, touching upon, indicating, evidencing, affirming, supporting, demonstrating, concerned with, relevant to, or likely to lead to admissible evidence.

13. The terms "and" as well as "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the Interrogatory any information and documents which might otherwise be construed to be outside its scope. Wherever appropriate, the singular form of a word shall be interpreted in the plural and the plural shall be interpreted in the singular as necessary to bring within the scope of an Interrogatory any information and documents which might otherwise be construed to be outside its scope.

14. Wherever appropriate, any Interrogatory propounded in the present tense shall also be read as if propounded in the past tense, and vice versa, as necessary to bring within the scope of an Interrogatory any information and documents which might otherwise be construed to be outside its scope.

15. For the purpose of reading, interpreting, or construing the scope of these Interrogatories, the terms used shall be given their most expansive and inclusive interpretation.

16. All words not otherwise defined above shall be interpreted in accordance with their definition in any relevant documents signed by the parties, their ordinary dictionary definition, and the meaning given to them by cases interpreting the relevant law.

17. When asked to "identify" a communication, Your response should include: (1) the date on which the communication occurred; (2) the means by which the communication occurred (*e.g.*, by telephone, in person, by facsimile, etc.); (3) the substance of the communication; and (4) the identification of all parties to the communication and all documents related to the communication.

18. When asked to "identify" a person or persons, Your response should include: (1) the person's or persons' name(s); (2) present or last known address(es); (3) present or last known telephone number(s); and (4) present or last known place of employment.

19. When asked to "identify" a document, Your response should include: (1) the document's author or authors; (2) all recipients; (3) the date of the document; (4) the type of the document, (*e.g.*, letter, memorandum, etc.); and (5) the document control numbers affixed to the document.

20. When asked to "identify" a computer, cellular telephone, computer hardware, or other electronic device, Your response should include: (1) the device's make; (2) model; (3) serial number; (4) manufacture date; (5) date of purchase; (6) the purchaser; (7) the owner; (8) and its current location.

21. For each document or tangible thing otherwise responsive to any Interrogatory which has been lost or destroyed since its preparation or receipt, state (1) the Interrogatory to which it would be responsive; (2) the circumstances whereby the document or tangible thing was lost or destroyed; (3) the identity of all persons having knowledge of such loss or destruction; and (4) if destroyed, the policy, procedure, rule, order, guideline, or other authority by, under, or pursuant to which such destruction occurred.

22. If Defendant elects to produce documents or other tangible things responsive to any Interrogatory, Defendant must state the particular Bates number or range of other specific numerical identifier for the particular documents or other tangible things responsive to each specific Interrogatory as required by FRCP 33(d).

23. With respect to any Interrogatory contained herein, if you are able to provide some, but not all, of the information requested, provide such information as you are able and specifically

identify the item to which you do not have sufficient information to respond fully and the reasons for your inability to respond fully.

24. If You assert that any portion of an Interrogatory is objectionable, answer those remaining parts of the Interrogatory to which You do not object.

25. If any Interrogatory is not answered in whole or in part on the ground of a claim of attorney-client privilege, the work product doctrine, or any other applicable privilege or immunity from disclosure, state the basis for the claim of privilege and the Interrogatory, or part thereof, to which it relates.

26. These Interrogatories shall be deemed continuing in accordance with FRCP 26(e).

27. Plaintiffs reserve the right to amend or supplement these Interrogatories.

INTERROGATORIES

1. Identify every individual employed by You who was or is responsible for creating or ensuring the accuracy of the Provider Directory for the Anthem Plans, including regular updates to the Provider Directory.

2. Identify every outside individual and company engaged by You who was or is responsible for creating or ensuring the accuracy of the Provider Directory for the Anthem Plans, including regular updates to the Provider Directory.

3. Identify every individual employed by You who was or is responsible for formulating formal or informal policies regarding the Provider Directory for the Anthem Plans.

4. Describe in detail what efforts, if any, You made to ensure the accuracy of the Provider Directory for the Anthem Plans.

5. Identify with precision and specificity the frequency with which You contacted mental and/or behavioral health providers listed in Your Provider Directory to ensure that (1) those

providers' contact information was accurate and/or remained accurate, (2) those providers were in-network, (3) those providers were available to see new patients, and (4) other listed information about the providers (including their qualifications, services offered, areas of expertise, medical specialties, office hours, patient age and gender preferences, and availability for virtual visits and in-person care) was accurate.

6. Describe in detail any and all data You collected and/or studies and/or analyses You conducted to evaluate whether You provided equivalent benefits and treatment for mental and/or behavioral health conditions as physical health conditions. Supply copies of all such data and any such studies.

7. Describe in detail any and all policies You have, if any, regarding compliance with the Mental Health Parity Act and/or Mental Health Parity and Addiction Equity Act. Supply copies of any such policies.

8. Describe in detail any and all action You took to address disparities between the treatment available for physical health conditions and mental and/or behavioral health conditions.

9. Describe in detail any and all action You took to address disparities between the provider networks available for physical health conditions and the provider networks available for mental and/or behavioral health conditions.

10. State the total number of enrollees, from January 1, 2019 to the present, in each Anthem Plan.

11. State the total number of employers, from January 1, 2019 to the present, participating in each Anthem Plan.

12. Identify every individual and entity employed by Elevance Health, Inc. who was responsible for overseeing the operations of, setting the policies for, or directing the conduct of Anthem Health Plans, Inc. or Carelon Behavioral Health, Inc.

13. Describe in detail any authority, control or influence (whether exercised or not) that Elevance Health, Inc. has over the financial, operational, or policy decisions made by Anthem Health Plans, Inc. and/or Carelon Behavioral Health, Inc.

14. Describe in detail (a) the financial relationship between Carelon Behavioral Health, Inc., on the one hand, and Anthem Health Plans, Inc., on the other hand, and (b) any authority, control, or influence (whether exercised or not) that Carelon Behavioral Health, Inc. has over the financial, operational, or policy decisions of Anthem Health Plans, Inc., and any authority, control, or influence that Anthem Health Plans, Inc. has over the financial or policy decisions of Carelon Behavioral Health, Inc.

Dated: December 31, 2025

/s/ Jacob Gardener
Jacob Gardener
WALDEN MACHT HARAN & WILLIAMS LLP
250 Vesey Street, 27th Floor
New York, New York 10281
Tel.: (212) 335-2030
jgardener@wmhlaw.com

Adam Pollock
Steve Cohen
POLLOCK COHEN LLP
111 Broadway, Suite 1804
New York, NY 10006
Tel: (212) 337-5361
adam@pollockcohen.com
scohen@pollockcohen.com

Craig A. Raabe

Izard, Kindall & Raabe LLP
29 South Main Street
Suite 305
West Hartford, CT 06107
craabe@ikrlaw.com

Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that on December 31, 2025, a true copy of the foregoing was served via electronic mail to:

Matthew J. Aaronson
Stefanie Cerrone
TROUTMAN PEPPER LOCKE LLP
875 Third Avenue
New York, NY 10022
T: (212) 704-6000
matthew.aaronson@troutman.com
stefanie.cerrone@troutman.com

Attorneys for Defendants

/s/ Jacob Gardener
Jacob Gardener

Exhibit B

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 Civ. 1433 (OAW)

PLAINTIFFS' FIRST SET OF
REQUESTS FOR PRODUCTION OF DOCUMENTS

Plaintiffs, by and through their undersigned attorneys and pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure ("FRCP"), hereby serve the following Requests for Production ("Requests") to Defendants Anthem Health Plans, Inc., Carelon Behavioral Health, Inc., and Elevance Health, Inc., for response within 30 days after service of these Requests. These Requests shall be deemed to be continuing to the fullest extent permitted by the FRCP, and Defendants shall provide Plaintiffs with all supplemental answers and additional information that becomes available to Defendants at a later date.

DEFINITIONS AND INSTRUCTIONS

The following Requests are subject to the definitions and instructions set forth below:

1. The terms "Defendants," "You," or "Your" shall mean, unless otherwise expressly indicated by the particular context, the named Defendants, Anthem Health Plans, Inc., Carelon Behavioral Health, Inc., and Elevance Health, Inc. These terms shall include all owners,

principals, employees, agents, independent contractors, representatives, attorneys, and affiliates of Defendants.

2. The term "Complaint" shall mean the Amended Complaint that Plaintiffs filed on December 1, 2025 in this action.

3. The term "communication" shall mean information (in the form of facts, ideas, or otherwise) transmitted between persons, including, without limitation, meetings, discussions, conversations, recordings, telephone calls, memoranda, letters, telecopies, telexes, conferences, e-mails, text messages, WhatsApp messages, notes, facsimiles, social media postings, correspondence, or seminars.

4. The term "date" shall mean the exact day, month, and year, if ascertainable, or if not, the best approximation, including the relationship to other events.

5. The term "document" is defined to be synonymous in meaning and equal in scope to the usage of this term and the term "tangible thing" in the FRCP. Each comment, or addition to, or deletion from, a document shall constitute a separate document within the meaning of this term. Without limiting the generality of the foregoing, the term "document" shall also include any and all means of conveying, storing, or memorializing information, whether in paper or other tangible physical form, or in electronic form, in the possession, custody, or control of Defendant, including without limitation the original and non-identical copies, regardless of origin, format, or location, and any record, communication, email, text message, WhatsApp message, database, spreadsheet, calendar entry, backup data, voicemail message, audio file, video file, or other information that exists in any format.

6. The term "all documents" means any and every "document" as defined above, which can be located, discovered, or obtained by reasonably diligent efforts, including without

limitation all documents possessed by: (1) You or Your counsel; or (2) any other person or entity from whom You can obtain such documents by request, or from whom You have a legal right to bring within your possession by demand.

7. The phrase "electronically stored information" shall mean all documents that are stored in any electronic medium from which information can be obtained.

8. The term "Anthem Plans" shall mean any and all health insurance plans offered, sold, or administered by Anthem Health Plans, Inc. in Connecticut, including the Anthem Silver Pathway CT PPO plan and the Anthem Blue Cross Blue Shield Bronze PPO Pathway plan.

9. The term "person" shall mean any natural person or any business, legal, or governmental entity or association.

10. The term "Provider Directory" shall mean the searchable directory You published that listed information about the healthcare providers (including mental and/or behavioral health professionals, hospitals, and facilities) that were purportedly in Your network. The term includes all information contained in the directory, including but not limited to the provider's name, address, gender, age, office hours, contact information, status as an in-network provider, acceptance of the Anthem Plans, availability to see new patients, availability for virtual visits and in-person care, services provided, restrictions on or limitations to the services provided or availability, specialties, qualifications, certifications, affiliations with facilities, and languages spoken.

11. The terms "concerning," "regarding," "relating to," "in connection with," or any similar terms shall be construed as broadly as possible and shall mean relating to, referring to, describing, evidencing, constituting, incorporating, comprising, touching upon, indicating,

evidencing, affirming, supporting, demonstrating, concerned with, relevant to, or likely to lead to admissible evidence.

12. The terms "and" as well as "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the Request any information and documents which might otherwise be construed to be outside its scope. Wherever appropriate, the singular form of a word shall be interpreted in the plural and the plural shall be interpreted in the singular as necessary to bring within the scope of a Request any information and documents which might otherwise be construed to be outside its scope.

13. Wherever appropriate, any Request propounded in the present tense shall also be read as if propounded in the past tense, and vice versa, as necessary to bring within the scope of a Request any information and documents which might otherwise be construed to be outside its scope.

14. For the purpose of reading, interpreting, or construing the scope of these Requests, the terms used shall be given their most expansive and inclusive interpretation.

15. All words not otherwise defined above shall be interpreted in accordance with their definition in any relevant documents signed by the parties, their ordinary dictionary definition, and the meaning given to them by cases interpreting the relevant law.

16. These Requests cover all documents, including electronically stored information, in, or subject to, Your possession, custody, or control including all documents or electronically stored information that You have the ability to obtain that are responsive, in whole or in part, to these Requests. All documents including electronically stored information should be produced in the manner in which they are kept in the usual course of business, or organized and labeled to correspond to the categories specified herein to which they are responsive.

17. Each Request for production of a document or documents shall be deemed to call for the production of the original document or documents, to the extent that they are in or subject to, directly or indirectly, Your control. In addition, each Request encompasses production of any and all copies and, to the extent applicable, preliminary drafts of documents which, as to content, differ in any respect from the original or final draft or from each other (*e.g.*, by reason of handwritten notes or comments having been added to one copy of a document but not to the original or other copies thereto).

18. All documents shall be produced in a format consistent with the instructions provided in Exhibit 1, attached to these Requests.

19. In responding to these discovery Requests:

(a) If a document was, but no longer is, in Your possession, custody, or control, state:

(i) how the document was disposed of;

(ii) the name, current address, telephone number, and email address of the person who currently has possession, custody, or control of the document;

(iii) the date of disposition;

(iv) the name, current address, telephone number, and email address of each person who authorized the disposition or who had knowledge of the disposition; and

(v) the policy, procedure, rule, order, guideline, or other authority by, under, or pursuant to which such disposition was made.

(b) If documents cannot be located, describe with particularity the efforts made to locate the documents and the specific reason for their disappearance or unavailability.

20. If any portion of a document is responsive to a document Request, the entire document shall be produced.

21. If You assert that any portion of a Request is objectionable, answer those remaining parts of the Request to which You do not object.

22. If a Request cannot be produced in full, answer to the extent possible and specify the reasons for Your inability to answer in full.

23. If You withhold any documents on grounds of a claim of attorney-client privilege, work-product doctrine, or other protection, identify each matter as to which the privilege is claimed, the nature of the privilege, and the legal and factual basis for each such claim. If such claim of privilege relates to a document, identify the author, addressee, and all recipients of copies of the document, setting forth the date and general subject matter thereof, and state the basis for the claim of privilege.

24. An objection or claim of privilege directed to part of a Request does not obviate the requirement to respond to the parts of the Request for which no objection to claim of privilege is made.

25. If a refusal to respond to a Request is based on the grounds that the Request is overly burdensome, identify the number and nature of documents needed to be searched.

26. Unless otherwise indicated, these Requests seek documents prepared on or after January 1, 2019, and continue through the present. If any document is undated and the date of its preparation cannot be determined, the document shall be produced if otherwise responsive to any of the Requests.

27. These Requests shall be deemed continuing in accordance with FRCP 26(e).

28. Plaintiffs reserve the right to amend or supplement these Requests.

DOCUMENT REQUESTS

1. All Certificates of Insurance, Certificates of Coverage, and other contract documents governing the Anthem Plans.

2. All documents and communications regarding the number of individuals enrolled in each Anthem Plan.

3. All documents and communications regarding the number of companies or sponsors offering Anthem Plans to their employees.

4. All documents and communications promoting, marketing, or advertising either an Anthem Plan, the mental and/or behavioral health benefits available under an Anthem Plan, or an Anthem Plan's mental and/or behavioral health provider network.

5. All documents and communications sent by You to either Anthem Plan members or individuals eligible to enroll in Anthem Plans regarding either an Anthem Plan's mental and/or behavioral health provider network or an Anthem Plan's mental and/or behavioral health Provider Directory.

6. All documents and communications sent by You to the State of Connecticut (including any state officials, agencies, or agents) regarding either Your provider network or Your Provider Directory.

7. All versions and iterations of Your Provider Directory.

8. All documents and communications regarding updates and corrections to Your Provider Directory.

9. All documents and communications regarding the terms, conditions, requirements, obligations, and processes for providers to become and/or remain in Your network.

10. All documents and communications listing the providers in Your network.

11. All documents and communications regarding the number, breadth, adequacy, variety, quality, accessibility, or availability of mental and/or behavioral health providers in the Anthem Plans' provider network(s).

12. All documents and communications regarding Your policies, procedures, analyses, and/or processes for maintaining an adequate network of mental and/or behavioral health providers, including, but not limited to, competitive pricing (provider payment), network adequacy geography maps, and spreadsheets listing providers under contract.

13. All documents and communications regarding the accuracy of Your Provider Directory.

14. All documents and communications regarding Your policies, procedures, and processes for updating or verifying the accuracy of Your Provider Directory.

15. All documents and communications regarding complaints made or challenges faced by Anthem Plan members when using Your Provider Directory, trying to find an in-network mental and/or behavioral health provider, or trying to obtain care from an in-network mental and/or behavioral health provider.

16. All documents and communications analyzing, calculating, or discussing the costs of creating or maintaining a mental and/or behavioral health provider network.

17. All documents and communications analyzing, calculating, or discussing the costs of creating or maintaining a mental and/or behavioral health provider network in comparison with creating or maintaining other physical health provider networks.

18. All documents and communications analyzing, calculating, or discussing the need to comply with the Mental Health Parity Act and/or Mental Health Parity and Addiction Equity Act.

19. All documents and communications analyzing, calculating, or discussing the costs of maintaining an accurate Provider Directory.

20. All documents and communications analyzing, calculating, or discussing the pricing of the Anthem Plans.

21. All documents and communications analyzing, calculating, or discussing the relationship between the size, breadth, or quality of Your provider network and the cost of, value of, or amount of money You charge or could charge for your services.

22. All documents and communications explaining the process, manner, or formula by which You calculate the price charged for the Anthem Plans, including but not limited to the amount of cost-sharing charged to enrollees in the Anthem Plans (such as the premium, deductible, co-payment, or co-insurance).

23. All documents and communications regarding the relationship between Your revenue and the cost of Anthem Plan premiums or Anthem Plan membership, including documents and communications showing that Your revenue increased as Anthem Plan membership and/or Anthem Plan premiums increased.

24. Documents or communications sufficient to show the usage of mental and/or behavioral health services by members on an aggregated basis, including but not limited to members' usage of in-network providers, members' usage of out-of-network providers, and aggregate reimbursements to members who use out-of-network providers.

25. Documents or communications sufficient to show the number of requests by Anthem Plan members for out-of-network providers to be treated as in-network providers.

26. Documents or communications sufficient to show the cost paid by Anthem Plan members on an aggregated basis, per month, for mental and/or behavioral health services,

including any cost sharing, out-of-network costs (whether reimbursed or not), amount of reimbursements, and amount out-of-pocket expenses.

27. All documents showing the revenues and profits You obtained in connection with the Anthem Plans.

28. Documents sufficient to show the total premiums charged for coverage under the Anthem Plans.

29. All documents showing the premiums paid by Plaintiffs or their employers for coverage under the Anthem Plans

30. All documents showing the copays, deductibles, and other out-of-pocket costs under the Anthem Plans for in-network and out-of-network mental and/or behavioral health care.

31. All documents and communications analyzing, surveying, estimating, or quantifying on an aggregated basis per month the number of Anthem Plan members who used or are expected to use mental and/or behavioral health services.

32. All documents and communications quantifying or analyzing the number of mental and/or behavioral health claims that sought prior authorization, including any determinations on whether prior authorization was granted or denied, whether any denials were appealed, and whether any appeals upheld or reversed a denial.

33. All documents and communications quantifying or analyzing the number of mental and/or behavioral health claims where members sought an out-of-network exception because no in-network provider was available.

34. All documents and communications quantifying or analyzing the number of claims that were for in-network or out-of-network mental and/or behavioral health service providers, the number of claims for which out-of-network referrals were approved or not, the amounts covered

by Defendants under the Anthem Plans, and the costs to members for the various types of in-network or out-of-network claims, as well as any communications related to the same.

35. All documents and communications related to any investigations, lawsuits, and/or settlements related to Your Provider Directory and/or the adequacy of Your mental and/or behavioral health provider network.

36. All communications with any government or regulatory representatives regarding Your Provider Directories or the network adequacy of Anthem Plans.

37. All documents and communications regarding licenses or authorizations You possess or have received to provide insurance in Connecticut.

38. All documents and communications regarding Michelle Mazzola, Guy Mazzola, Michelle and Guy Mazzola's son, Lisa Kuller, and Amec, LLC.

39. All documents and communications concerning the relationship, interaction, control, or coordination between Elevance Health, Inc., on the one hand, and Anthem Health Plans, Inc. and/or Carelon Behavioral Health, Inc., on the other hand.

40. All documents and communications concerning the relationship, interaction, control, or coordination between Carelon Behavioral Health, Inc., on the one hand, and Anthem Health Plans, Inc., on the other hand.

41. All documents and communications You intend to use to support Your defenses.

42. All documents and communications relied upon to form Your responses to Plaintiffs' Interrogatories.

Dated: December 31, 2025

/s/ Jacob Gardener

Jacob Gardener
WALDEN MACHT HARAN & WILLIAMS LLP
250 Vesey Street, 27th Floor
New York, New York 10281
Tel.: (212) 335-2030
jgardener@wmhlaw.com

Adam Pollock
Steve Cohen
POLLOCK COHEN LLP
111 Broadway, Suite 1804
New York, NY 10006
Tel: (212) 337-5361
adam@pollockcohen.com
scohen@pollockcohen.com

Craig A. Raabe
Izard, Kindall & Raabe LLP
29 South Main Street
Suite 305
West Hartford, CT 06107
craabe@ikrlaw.com

Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that on December 31, 2025, a true copy of the foregoing was served via electronic mail to:

Matthew J. Aaronson
Stefanie Cerrone
TROUTMAN PEPPER LOCKE LLP
875 Third Avenue
New York, NY 10022
T: (212) 704-6000
matthew.aaronson@troutman.com
stefanie.cerrone@troutman.com

Attorneys for Defendants

/s/ Jacob Gardener
Jacob Gardener

Exhibit C

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 Civ. 1433 (OAW)

PLAINTIFFS' FIRST SET OF REQUESTS FOR ADMISSION

Plaintiffs, by and through their undersigned attorneys and pursuant to Rules 26 and 36 of the Federal Rules of Civil Procedure ("FRCP"), hereby propound these First Set of Requests for Admission ("Requests") to Defendants Anthem Health Plans, Inc., Carelon Behavioral Health, Inc., and Elevance Health, Inc. Each Request for Admission is to be answered separately, fully, in writing, and under oath within 30 days after service of these Requests. These Requests shall be deemed to be continuing to the fullest extent permitted by the FRCP, and Defendants shall provide Plaintiffs with all supplemental answers and additional information that becomes available to Defendants at a later date.

DEFINITIONS AND INSTRUCTIONS

The following Requests are subject to the definitions and instructions set forth below:

1. The terms "Defendants," "You," or "Your" shall mean, unless otherwise expressly indicated by the particular context, the named Defendants, Anthem Health Plans, Inc., Carelon Behavioral Health, Inc., and Elevance Health, Inc. These terms shall include all owners,

principals, employees, agents, independent contractors, representatives, attorneys, and affiliates of Defendants.

2. The term "Anthem Plans" shall mean any and all health insurance plans offered, sold, or administered by Anthem Health Plans, Inc. in Connecticut, including the Anthem Silver Pathway CT PPO plan and the Anthem Blue Cross Blue Shield Bronze PPO Pathway plan.

3. The term "Provider Directory" shall mean the searchable directory You published that listed information about the healthcare providers (including mental and/or behavioral health professionals, hospitals, and facilities) that were purportedly in Your network. The term includes all information contained in the directory, including but not limited to the provider's name, address, gender, age, office hours, contact information, status as an in-network provider, acceptance of the Anthem Plans, availability to see new patients, availability for virtual visits and in-person care, services provided, restrictions on or limitations to the services provided or availability, specialties, qualifications, certifications, affiliations with facilities, and languages spoken.

4. The term "the Mazzolas" means Michelle Mazzola, Guy Mazzola, and their son Baby Doe, either individually or collectively.

5. The term "communication" shall mean information (in the form of facts, ideas, or otherwise) transmitted between persons, including, without limitation, meetings, discussions, conversations, recordings, telephone calls, memoranda, letters, telecopies, telexes, conferences, e-mails, text messages, WhatsApp messages, notes, facsimiles, social media postings, correspondence, or seminars.

6. The term "date" shall mean the exact day, month, and year, if ascertainable, or if not, the best approximation, including the relationship to other events.

7. The term "document" is defined to be synonymous in meaning and equal in scope to the usage of this term and the term "tangible thing" in the FRCP. Each comment, or addition to, or deletion from, a document shall constitute a separate document within the meaning of this term. Without limiting the generality of the foregoing, the term "document" shall also include any and all means of conveying, storing, or memorializing information, whether in paper or other tangible physical form, or in electronic form, in the possession, custody, or control of Defendants, including without limitation the original and non-identical copies, regardless of origin, format, or location, and any record, communication, email, text message, WhatsApp message, database, spreadsheet, calendar entry, backup data, voicemail message, audio file, video file, or other information that exists in any format.

8. The term "person" shall mean any natural person or any business, legal, or governmental entity or association.

9. The terms "concerning," "regarding," "relating to," "in connection with," or any similar terms shall be construed as broadly as possible and shall mean relating to, referring to, describing, evidencing, constituting, incorporating, comprising, touching upon, indicating, evidencing, affirming, supporting, demonstrating, concerned with, relevant to, or likely to lead to admissible evidence.

10. For the purpose of reading, interpreting, or construing the scope of these Requests, the terms used shall be given their most expansive and inclusive interpretation.

11. All words not otherwise defined above shall be interpreted in accordance with their definition in any relevant documents signed by the parties, their ordinary dictionary definition, and the meaning given to them by cases interpreting the relevant law.

12. Wherever appropriate, the singular form of a word shall be interpreted as including the plural, or vice versa; "and" as well as "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of these Requests any information which might otherwise be construed to be outside their scope.

13. The past tense form shall be construed to include the present tense, and vice versa, whenever such a dual construction will serve to bring within the scope of any of these Requests any information that would otherwise not be within their scope.

14. For each Request, if a matter is not admitted, the answer must specifically deny it or state in detail why You cannot truthfully admit or deny it. A denial must fairly respond to the substance of the matter; and when good faith requires that You qualify an answer or deny only a part of a matter, the answer must specify the part admitted and qualify or deny the rest. You may assert lack of knowledge or information as a reason for failing to admit or deny only if You state that You made reasonable inquiry and that the information You know or can readily obtain is insufficient to enable You to admit or deny.

15. If You object to any Request on the ground of a claim of attorney-client privilege, the work product doctrine, or any other applicable privilege or immunity from disclosure, You must state for each such objection the specific privilege, immunity, or protection claimed and the specific facts, if any, upon which You or Your counsel contend leads to the assertion of the

privilege, immunity, or protection, the precise nature of the objection made, and a complete description of all facts, if any, upon which You or Your counsel rely in making the objection.

16. Each admission, denial, objection, or statement must be preceded by the Request to which it responds.

17. You must supplement or correct your answers to these Requests in a timely manner in accordance with the requirements of FRCP 26(e).

18. Plaintiffs reserve the right to amend or supplement these Requests for Admission.

REQUESTS FOR ADMISSION

1. Admit that Elevance Health, Inc. has the authority to set policies for Carelon Behavioral Health, Inc.

2. Admit that Elevance Health, Inc. has the authority to set policies for Anthem Health Plans, Inc.

3. Admit that Elevance Health, Inc. sets policies for Carelon Behavioral Health, Inc.

4. Admit that Elevance Health, Inc. sets policies for Anthem Health Plans, Inc.

5. Admit that the Mazzolas are enrolled in a health insurance plan administered by Anthem Health Plans, Inc.

6. Admit that the Mazzolas informed Anthem Health Plans, Inc. that there were no in-network providers within a reasonable distance to provide medically necessary care for their son's autism spectrum disorder.

7. Admit that the Mazzolas have exhausted their administrative remedies with Anthem Health Plans, Inc. with respect to the denial of their claims for coverage of their son's behavioral therapy, speech therapy, occupational therapy, and genetic testing.

8. Admit that Lisa Kuller is enrolled in a health insurance plan administered by Anthem Health Plans, Inc.

9. Admit that Lisa Kuller has exhausted her administrative remedies with Anthem Health Plans, Inc. with respect to the denial of her claims for coverage of psychiatric treatment, behavioral health treatment, and/or therapy.

10. Admit that the Anthem Plans offered by Anthem Health Plans, Inc. cover certain treatment for mental health conditions and/or behavioral health conditions.

11. Admit that Anthem Health Plans, Inc. is obligated to confirm the list of in-network providers in its Provider Directory at least every 90 days.

12. Admit that Anthem Health Plans, Inc. does not, at least once every 90 days, contact each of the providers in its Provider Directory to confirm that they are available to see new patients, accept patients enrolled in the Anthem Plans at in-network rates, and continue to use the same address and telephone number listed in the Provider Directory.

13. Admit that premiums paid for enrollment in Anthem Plans increase the revenue and/or profit of Anthem Health Plans, Inc.

14. Admit that premiums paid for enrollment in Anthem Plans increase the revenue and/or profit of Carelon Behavioral Health, Inc.

15. Admit that premiums paid for enrollment in Anthem Plans increase the revenue and/or profit of Elevance Health, Inc.

16. Admit that preventing members from obtaining or accessing mental health benefits decreases Your costs.

17. Admit that You set the price of Anthem Plans based in part on the size, breadth, and/or quality of the provider network.

18. Admit that You advise members to use Your Provider Directory to find out if a provider is in-network.

19. Admit that You advise members to use Your Provider Directory to find out where providers are located.

20. Admit that You advise members to use Your Provider Directory to find out details about providers' license and/or training.

21. Admit that the Provider Directory has a higher rate of inaccuracies for mental health providers than medical/surgical providers.

Dated: January 12, 2026

/s/ Jacob Gardener
Jacob Gardener
WALDEN MACHT HARAN & WILLIAMS LLP
250 Vesey Street, 27th Floor
New York, New York 10281
Tel.: (212) 335-2030
jgardener@wmhlaw.com

Adam Pollock
Steve Cohen
POLLOCK COHEN LLP
111 Broadway, Suite 1804
New York, NY 10006
Tel: (212) 337-5361
adam@pollockcohen.com
scohen@pollockcohen.com

Craig A. Raabe
Izard, Kindall & Raabe LLP
29 South Main Street

Suite 305
West Hartford, CT 06107

Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that on January 12, 2026, a true copy of the foregoing was served via electronic mail to:

Matthew J. Aaronson
TROUTMAN PEPPER LOCKE LLP
875 Third Avenue
New York, NY 10022
T: (212) 704-6000
matthew.aaronson@troutman.com

Attorneys for Defendants

/s/ Jacob Gardener
Jacob Gardener