

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS**

IN RE: ZELIS REPRICING ANTITRUST  
LITIGATION

This Document Relates To:

All Actions

Lead Action Case No.: 1:25-cv-10734 BEM

*Consolidated with Case Nos.:*

*1:25-CV-11092-BEM*

*1:25-CV-11167-BEM*

*1:25-CV-11537-BEM*

**ORAL ARGUMENT REQUESTED**

**DEFENDANTS' MOTION TO COMPEL PRODUCTION OF DOCUMENTS**

Defendants Zelis Healthcare, LLC, Zelis Claims Integrity, LLC, Zelis Network Solutions, LLC, Aetna, Inc., The Cigna Group, Elevance Health, Inc., Humana Inc., and UnitedHealth Group, Inc. (together, "Defendants") respectfully move this Court, pursuant to Local Rule 37.1, to compel Plaintiffs to produce documents responsive to the following requests from Defendants' First Set of Requests for Production to Plaintiffs (the "RFPs" or "Requests"), which were served on May 26, 2026:

- Discovery regarding balance billing, patient billing, and other sources of payment for out-of-network healthcare services (RFP Nos. 4–5, 8, 10–15, 17, 20–21, 28, 32, 36, 45, 48–49, 67);
- Discovery regarding in-network services and other substitutes for out-of-network services (RFP Nos. 2, 6–8, 11–14, 17–28, 30, 33, 38, 40–41, 46, 48–50, 60);
- Discovery regarding Plaintiffs' financial performance (RFP Nos. 28, 31–32, 34, 36);
- Discovery concerning how Plaintiffs set billed charges (RFP Nos. 17–20, 22);
- Discovery regarding Plaintiffs' employer-sponsored health plans (RFP Nos. 26 and 27);
- Discovery regarding other out-of-network repricing services (RFP Nos. 10, 24, 27, 45–46, 50, 64, 66);

As grounds for this motion, and as further described in Defendants' accompanying memorandum of law, Defendants state as follows:

1. The above-described Requests seek documents that are directly relevant to core factual questions in this case and that the Court has already acknowledged in its motion to dismiss decision require discovery. The documents sought relate to, among other things, the definition (and boundaries) of Plaintiffs’ proffered out-of-network-only market; whether Defendants engaged in concerted action as opposed to independent decisions; direct injury and causation (including whether Plaintiffs were actually barred from balance-billing); and Plaintiffs’ asserted but-for world and damages.

2. Plaintiffs have refused to produce documents responsive to these Requests on the ground that they are irrelevant. Tellingly, however, Plaintiffs have not articulated any concrete, request-specific reason why producing the requested documents would be unduly burdensome or particularly voluminous.

3. Plaintiffs’ relevance objections are demonstrably incorrect. The documents sought in the above-described Requests are relevant not only to the issues Plaintiffs put front and center in their Second Amended and Consolidated Class Action Complaint, but also issues this Court has recognized require a “more fulsome record” and will be “illuminate[d]” by discovery. ECF 185 at 16–17 & nn.14, 17.

4. The grounds for this motion are set forth more fully in Defendants’ accompanying memorandum of law and exhibits, which Defendants reference and incorporate fully herein.

Defendants therefore respectfully request that the Court grant Defendants’ motion to compel and direct Plaintiffs to produce the documents described above and in the accompanying memorandum of law.



**REQUEST FOR ORAL ARGUMENT**

Pursuant to Local Rule 7.1(d), Defendants respectfully request oral argument on this motion at the case management conference currently scheduled for September 14, 2026 at 2:30 p.m. See ECF 279.

Dated: August 31, 2026

Respectfully submitted,

/s/ Katherine Anne Trefz

George Borden (BBO #552302)  
Katherine Anne Trefz\*  
Jonathan Pitt\*  
Suzanne Salgado\*  
Tom Ryan\*  
**WILLIAMS & CONNOLLY LLP**  
680 Maine Avenue SW  
Washington, DC 20024  
Telephone: 202-403-5038  
gborden@wc.com  
ktrefz@wc.com  
jpitt@wc.com  
ssalgado@wc.com  
tryan@wc.com

***Attorneys for Defendant Aetna, Inc.***

/s/ Emily T. Chen

Brett J. Boskiewicz (BBO No. 656545)  
**McDERMOTT WILL & SCHULTE LLP**  
200 Clarendon Street  
Boston, MA 02116  
Telephone: (617) 535-4000  
bboskiewicz@mcdermottlaw.com

Joshua B. Simon\*  
Warren Haskel\*  
Emily T. Chen\*  
Chelsea Cosillos\*  
**McDERMOTT WILL & SCHULTE LLP**  
One Vanderbilt Avenue  
New York, NY 10017  
Telephone: (212) 547-5400

/s/ Matthew L. McGinnis

Matthew L. McGinnis (BBO# 666120)  
Jane E. Willis (BBO# 568024)  
Sandra H. Masselink (BBO# 696687)  
**ROPES & GRAY LLP**  
Prudential Tower  
800 Boylston Street  
Boston, MA 02199  
Telephone: (617) 951-7000  
Jane.Willis@ropesgray.com  
Matthew.McGinnis@ropesgray.com  
Sandra.Masselink@ropesgray.com

Casey Kyung-Se Lee\*  
**ROPES & GRAY LLP**  
1211 Avenue of the Americas  
New York, NY 10036  
Telephone: (212) 596-9000  
Casey.Lee@ropesgray.com

***Attorneys for Defendants Zelis  
Healthcare, LLC, Zelis Claims Integrity,  
LLC, and Zelis Network Solutions, LLC***

/s/ David B. Schwartz

Scott C. Solberg\*  
Vanessa G. Jacobsen\*  
Benjamin E. Waldin\*  
**EIMER STAHL LLP**  
224 South Michigan Ave., Suite 1100  
Chicago, IL 60604  
Telephone: (312) 660-7600  
ssolberg@eimerstahl.com  
vjacobsen@eimerstahl.com  
bwaldin@eimerstahl.com

jsimon@mcdermottlaw.com  
whaskel@mcdermottlaw.com  
echen@mcdermottlaw.com  
ccosillos@mcdermottlaw.com

***Attorneys for Defendant The Cigna Group***

/s/ W. David Maxwell  
Alexandra W. Bailey (BBO #676145)  
**HOGAN LOVELLS CADWALADER US  
LLP**  
125 High Street, Ste. 2010  
Boston, MA 02110  
Telephone: (617) 371-1024  
alexandra.bailey@hoganlovells.com

E. Desmond Hogan\*  
Justin Bernick\*  
W. David Maxwell\*  
**HOGAN LOVELLS CADWALADER US  
LLP**  
Columbia Square  
555 Thirteenth Street, NW  
Washington, DC 20004  
Telephone: (202) 637-5600  
desmond.hogan@hoganlovells.com  
justin.bernick@hoganlovells.com  
david.maxwell@hoganlovells.com

***Attorneys for Defendant Elevance Health,  
Inc.***

David B. Schwartz\*  
Justin D. Kingsolver\*  
Lily Rudy\*  
**BRYAN CAVE LEIGHTON PAISNER  
LLP**  
1155 F Street NW, Suite 700  
Washington, DC 20004  
Telephone: (202) 508-6000  
david.schwartz@bclplaw.com  
justin.kingsolver@bclplaw.com  
lily.rudy@bclplaw.com

Justin P. O'Brien  
**LOVETT O'BRIEN LLP**  
155 Federal Street, Suite 1300  
Boston, MA 02110  
Tel: (617) 371-1035  
jobrien@lovettoobrien.com

***Attorneys for Defendant Humana Inc.***

/s/ Rachel S. Brass  
Rachel S. Brass\*  
Joseph A. Gorman\*  
**GIBSON, DUNN & CRUTCHER LLP**  
One Embarcadero Center Suite 2600  
San Francisco, CA 94111  
Telephone: 415-393-8293  
rbrass@gibsondunn.com  
jgorman@gibsondunn.com

Heather L. Richardson\*  
Christopher D. Dusseault\*  
Joshua Lipton\*  
**GIBSON, DUNN & CRUTCHER LLP**  
333 South Grand Ave., 54<sup>th</sup> Floor  
Los Angeles, CA 90071  
Telephone: 213-229-7409  
hrichardson@gibsondunn.com  
cdusseault@gibsondunn.com  
jlipton@gibsondunn.com

Allison O'Neil (BBO # 641330)  
Kara Kelleher (BBO # 713274)  
**TROUTMAN PEPPER LOCKE**  
111 Huntington Ave., 9th Floor  
Boston, MA 02199  
Telephone: 617-443-3744  
Allison.oneil@troutman.com  
Kara.kelleher@troutman.com

*Attorneys for Defendant UnitedHealth Group, Inc.*

**CERTIFICATION PURSUANT TO LOCAL RULES 7.1 AND 37.1**

The undersigned attorney hereby certifies, pursuant to Local Rules 7.1 and 37.1, that counsel for Defendants conferred in good faith with counsel for Plaintiffs regarding the issues raised in this motion, including during conferences held on July 17, 2026 and August 13, 2026, and through written correspondence. At the August 14, 2026 status conference, the Court granted Defendants leave to file a motion to compel concerning unresolved disputes relating to Plaintiffs' responses and objections to Defendants' requests for production. *See* ECF 279. Following that conference, the parties continued to confer in an effort to resolve or narrow the remaining disputes, but were unable to reach agreement. The Parties are therefore at an impasse and require the Court's assistance to resolve the issues presented in this motion.

Dated: August 31, 2026

/s/ Matthew L. McGinnis  
Matthew L. McGinnis

**CERTIFICATE OF SERVICE**

I hereby certify that on August 31, 2026, I caused the foregoing document to be filed with the Clerk of the Court using the Court's CM/ECF system, which will send notices of the filing to counsel of record.

/s/ Matthew L. McGinnis  
Matthew L. McGinnis

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS**

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IN RE: ZELIS REPRICING ANTITRUST  
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) 1:25-cv-11537-BEM  
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) **ORAL ARGUMENT REQUESTED**  
)

) Leave to File Excess Pages Granted on  
) August 28, 2026  
)

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**DEFENDANTS' MEMORANDUM OF LAW IN SUPPORT  
OF MOTION TO COMPEL PRODUCTION OF DOCUMENTS**

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## INTRODUCTION

Plaintiffs refuse to produce discovery concerning the same factual disputes the Court identified as necessary to resolve this case. Plaintiffs survived Rule 12(b)(6) by invoking “factual disputes” they insist should be resolved through discovery. Pls.’ Opp. to Defs.’ Joint Mot. to Dismiss, Dkt. 129 (“Pls’ Opp.”) at 14, 15, 25, 38; *see also id.* at 6, 21, 27, 37–38. The Court, applying Rule 12(b)(6) and drawing all reasonable inferences in Plaintiffs’ favor, held Plaintiffs’ allegations sufficient *at that stage*. *See, e.g.*, Mem. & Order on Defs’ Mot. to Dismiss, Dkt. 185 (“MTD Order”) at 11, 18–19. But the Court also emphasized the procedural posture, recognizing factual disputes—and even apparent contradictions—that could be resolved only on a developed factual record. Whether Plaintiffs can balance bill patients was one such factual dispute. *See, e.g., id.* at 11 (“While these could be read to contradict the allegations that providers cannot negotiate claims or balance-bill patients, on a motion to dismiss, the Court must draw all reasonable inferences in Plaintiffs’ favor.”). The Court also recognized that a “more fulsome record” could permit Defendants to renew their arguments that they acted independently, rather than as part of a conspiracy; and that “discovery will illuminate” Plaintiffs’ apparently inconsistent allegations about market share. *Id.* at 16 n.14, 17 n.17. This motion seeks the discovery needed to provide that illumination.

Plaintiffs, however, continue to withhold documents responsive to the categories directly bearing on factual questions at the core of their antitrust claims that the Court acknowledged required discovery: the relevant market, including whether it should be limited to out-of-network (“OON”) reimbursements and exclude in-network (“INN”) reimbursements; concerted action versus independent decision-making; direct injury and causation (including whether Plaintiffs were actually barred from balance billing); and Plaintiffs’ asserted but-for world and damages. Importantly, Plaintiffs’ refusal is premised almost entirely on their self-serving *ipse dixit* that such

documents are not relevant. That position is untenable. And although Plaintiffs have invoked burden and proportionality in general terms, they have not identified any concrete, request-specific burden associated with producing the materials at issue—despite two discovery conferences and extensive correspondence. Even so, Defendants have offered two different compromises to address Plaintiffs’ vague concerns, which Plaintiffs have either rebuffed or failed to respond to. *See infra* at 6. Plaintiffs’ unsupported relevance objections do not justify withholding discovery central to this case.

Plaintiffs’ own Complaint confirms why those objections fail. In their Second Amended Complaint (“SAC”), as in the original, Plaintiffs allege that balance-billing challenges prevented providers from recovering unpaid balances from patients. SAC ¶¶ 194, 198, 340, 348, 368–372. Yet Plaintiffs refuse to provide any discovery to allow Defendants to test that allegation. Plaintiffs also purport to define a nationwide OON services-only relevant market (SAC ¶¶ 152–175), and the Court has already recognized Defendants’ “fair concerns” regarding “the scope and type of services covered by the plaintiffs’ alleged nationwide market for [OON] healthcare services.” MTD Order at 18 (quoting *In re MultiPlan Health Ins. Provider Litig.*, 789 F. Supp. 3d 614, 635 (N.D. Ill. 2025)). Plaintiffs thus squarely placed at issue the market’s boundaries, reasonable substitutes, and the conduct of participants who buy and sell OON healthcare services. But they refuse to provide any discovery on those potentially dispositive issues.

Plaintiffs also allege that algorithmic repricing harmed provider finances and altered incentives to participate in networks, SAC ¶¶ 247–248, 334–343; that their damages include “at least part, if not all, of the difference between the amounts originally invoiced and the amounts paid at the repriced level,” *id.* ¶ 366; and that payors, third-party administrators (“TPAs”), self-funded plans, and self-insured employers widely use repricing tools, *id.* ¶¶ 177, 241. By centering

these factual issues in the SAC, Plaintiffs made their records concerning financial performance, billed charges, and other repricing tools directly relevant in this case. They must provide discovery on those relevant issues.

These materials are also relevant to class certification. Plaintiffs seek certification under Rule 23 and allege that common questions predominate, including common questions regarding the effect of the alleged conspiracy on OON prices, whether class members suffered antitrust injury, and the appropriate method for measuring damages. SAC ¶¶ 382–384. Defendants are entitled to discovery testing whether those issues can, in fact, be resolved with common proof—or whether individualized issues concerning balance billing, patient collections, network participation, billed-charge methodologies, financial performance, plan terms, and experiences with other repricers predominate. *See* Fed. R. Civ. P. 23(a)(2), (b)(3).

\* \* \*

The following table identifies the RFPs or portions of RFPs that remain at issue in each category. Defendants do not seek an order compelling production of every document responsive to every listed RFP in full; rather, Defendants move to compel production only to the extent Plaintiffs are withholding responsive, non-privileged documents and data based on the categorical objections addressed below.

| <b>Disputed Category</b>                                                                   | <b>RFPs or Portions of RFPs in Dispute</b>                          |
|--------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Balance billing, patient billing, and other sources of payment for OON healthcare services | RFP Nos. 4–5, 8, 10–15, 17, 20–21, 28, 32, 36, 45, 48–49, and 67    |
| INN services and other substitutes for OON services                                        | RFP Nos. 2, 6–8, 11–14, 17–28, 30, 33, 38, 40–41, 46, 48–50, and 60 |
| Plaintiffs’ financial performance                                                          | RFP Nos. 28, 31–32, 34, and 36                                      |
| Plaintiffs’ billed charges                                                                 | RFP Nos. 17–20, and 22                                              |
| Plaintiffs’ employer-sponsored health plans                                                | RFP Nos. 26 and 27                                                  |
| Repricing services other than Zelis                                                        | RFP Nos. 10, 24, 27, 45–46, 50, 64, and 66                          |

### **BACKGROUND**

This consolidated putative antitrust class action is brought by healthcare providers who allege that Defendants conspired to suppress reimbursement rates for OON healthcare services through Zelis’s repricing tools. Plaintiffs allege a nationwide market for OON healthcare services and seek damages measured, at least in part, by the difference between their billed charges and the repriced amounts paid. SAC ¶¶ 152–175, 331–340, 366–367. The Court denied Defendants’ motion to dismiss at the pleading stage, accepting Plaintiffs’ allegations as true and leaving factual questions—including the contours of the alleged OON market, whether plaintiffs were actually barred from balance billing, and whether Defendants’ conduct reflected conspiracy rather than independent action—for resolution on a developed record. MTD Order at 11, 13–15, 18–19.

On May 26, 2026, Defendants served their First Set of Requests for Production on Plaintiffs, comprising 75 individually numbered requests concerning, among other things, Plaintiffs’ pricing and billing practices, financial performance, network participation, alleged injury and damages, and conspiracy allegations. *See* Ex. 1, Defs’ May 26, 2026 First Set of RFPs (“RFPs”). Plaintiffs served their responses and objections on June 25, 2026. *See* Ex. 2, Pls’ June 25, 2026 Resps. & Objs. to Defs’ First Set of RFPs (“R&Os”). Plaintiffs asserted two categorical relevance objections across numerous RFPs: (1) a “Downstream Discovery Objection,” refusing to produce discovery concerning patient billing, balance billing, collections, or patient responsibility as irrelevant; and (2) an “In-Network Discovery Objection,” refusing to produce discovery concerning in-network services, rates, or network participation as irrelevant. Plaintiffs also objected on relevance grounds to RFPs seeking discovery concerning their financial performance, billed charges, and employer-sponsored health plans.

On July 17, 2026, Defendants sent a detailed deficiency letter identifying five principal categories of disputed discovery: (1) balance billing, patient billing, and other sources of OON

payment; (2) INN discovery; (3) financial performance; (4) billed charges; and (5) employer-sponsored health plans. *See* Ex. 3, Defs' July 17, 2026 Letter to Pls. Defendants explained the relevance of each category, identified the RFPs affected by Plaintiffs' objections, and sought confirmation of Plaintiffs' positions. The parties conferred by teleconference on July 17 in an effort to resolve these disputes.<sup>1</sup>

Plaintiffs responded on August 4, largely standing on their categorical objections while offering limited production commitments regarding certain OON claims, repricing communications, and payment-related materials. *See* Ex. 4, Pls' Aug. 4, 2026 Letter to Defs. Defendants responded on August 13, identifying the parties' apparent impasse as to certain RFPs within the five disputed categories, and seeking clarification on several RFP-specific issues and data-field disclosures. *See* Ex. 5, Defs' Aug. 13, 2026 Letter to Pls. The parties held a second discovery conference on August 13 to attempt to narrow or resolve the remaining disputes.<sup>2</sup>

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<sup>1</sup> This discovery conference was held by videoconference and lasted approximately 45 minutes. The meet and confer was attended by counsel from Ropes & Gray (for the Zelis Defendants), Williams & Connolly (for Defendant Aetna), McDermott Will & Schulte (for Defendant Cigna), Hogan Lovells Cadwalader (for Defendant Elevance), Eimer Stahl and Bryan Cave Leighton Paisner (for Defendant Humana), Gibson, Dunn & Crutcher (for Defendant United), and by counsel from Hartley and Paul (for Plaintiffs). During that conference, the parties discussed Plaintiffs' categorical objections, Plaintiffs' data-field disclosures, and Defendants' request that Plaintiffs clarify whether responsive materials were being withheld.

<sup>2</sup> The second discovery conference was held by videoconference and lasted approximately 30 minutes. The meet and confer was attended by counsel from Ropes & Gray (for the Zelis Defendants), Williams & Connolly (for Defendant Aetna), McDermott Will & Schulte (for Defendant Cigna), Hogan Lovells Cadwalader (for Defendant Elevance), Eimer Stahl and Bryan Cave Leighton Paisner (for Defendant Humana), Gibson, Dunn & Crutcher (for Defendant United), and by counsel from Paul and Zimmerman Reed (for Plaintiffs). During that conference, the parties discussed the five disputed categories, several request-specific disputes, Plaintiffs' assertions of privilege and work-product protection, and outstanding issues regarding data-field disclosures and data dictionaries. Plaintiffs stated that they needed to confer further with lead counsel, who did not attend the meet and confer, regarding certain issues and did not provide final positions on all disputed categories during the conference.

After that conference, the parties continued to exchange proposals. On August 17 and 19, Plaintiffs expanded certain production commitments concerning financial-performance materials and contracts, but continued to decline production of INN materials, billed-charge methodology documents, employer-health-plan documents, and materials concerning MultiPlan or other repricing services. *See* Ex. 6, Pls’ Aug. 17, 2026 Letter to Defs; Ex. 7, Pls’ Aug. 19, 2026 Letter to Defs. On August 21, Defendants responded, identifying six categories as to which the parties appeared to remain at an impasse, including a category concerning repricing services other than Zelis. *See* Ex. 8, Defs’ Aug. 21, 2026 Letter to Pls. Plaintiffs responded on August 24, confirming certain positions while making some additional production commitments but continuing to refuse production in response to certain RFPs in the categories that are the subject of this motion. *See* Ex. 9, Pls’ Aug. 24, 2026 Letter to Defs. The parties further narrowed their disputes in subsequent exchanges on August 26, 28, and 29, although Plaintiffs have either rebuffed Defendants’ offers of compromise to address Plaintiffs’ vague burden concerns or failed to respond entirely. *See* Ex. 10, Defs’ Aug. 26, 2026 Letter to Pls; Ex. 11, Pls’ Aug. 28, 2026 Letter to Defs; Ex. 12, Defs’ Aug. 29, 2026 Letter to Pls; Ex. 13, July 14, 2026–Aug. 31, 2026 Email Correspondence Between Pls and Defs at 1–4.

Through these two conferences and extensive correspondence, the parties narrowed their disputes but remained at impasse on certain portions of RFPs within six principal categories of discovery: (1) balance billing, patient billing, and other sources of OON payment; (2) INN services and other substitutes for OON services; (3) Plaintiffs’ financial performance; (4) Plaintiffs’ billed charges;<sup>3</sup> (5) Plaintiffs’ employer-sponsored health plans; and (6) repricing services other than

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<sup>3</sup> On Friday, August 28, 2026 Plaintiffs stated (for the first time) that they agree to produce documents responsive to these requests. *See* Ex. 11, Pls’ Aug. 28, 2026 Letter to Defs. On August 29, 2026, Defendants sought clarification about the scope of documents that Plaintiffs intend to

Zelis. Defendants bring this motion only after multiple meet-and-confer efforts and written exchanges failed to resolve the disputes addressed herein.

### **LEGAL STANDARD**

Rule 37 permits a party to move to compel the production of documents. Fed. R. Civ. P. 37(a)(3)(B)(iv). The permissible scope of discovery is governed by Rule 26(b)(1), which allows discovery of any nonprivileged matter that is “relevant to any party’s claim or defense and proportional to the needs of the case.” Fed. R. Civ. P. 26(b)(1). Courts construe relevance broadly at the discovery stage to encompass information that bears on, or reasonably could lead to information bearing on, issues in a case. *Solamere Cap. v. DiManno*, 621 F. Supp. 3d 152, 159 (D. Mass. 2022); *Bay Club Members, LLC v. Selective Ins. Co. of Am.*, 2023 WL 11868238, at \*2 (D. Mass. Jan. 31, 2023) (quoting *Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 351 (1978)).

Once the moving party shows relevance, the party resisting production bears the burden of substantiating any objection that the requested discovery is disproportionate or unduly burdensome. *Vazquez-Fernandez v. Cambridge Coll., Inc.*, 269 F.R.D. 150, 164 (D.P.R. 2010). A party’s “mere assertion that compliance would be burdensome and onerous” is insufficient. *Garcia v. E.J. Amusements of N.H., Inc.*, 89 F. Supp. 3d 211, 216 (D. Mass. 2015) (citation omitted). Instead, objections must be supported with specificity. *Sánchez-Medina v. UNICCO Serv. Co.*, 265 F.R.D. 24, 27 (D.P.R. 2009) (citation omitted).

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produce. See Ex. 12, Defs’ Aug. 29, 2026 Letter to Pls. As of the filing of this Motion, Plaintiffs have not responded. Defendants have therefore included these RFPs in this Motion but will continue conferring with Plaintiffs to seek resolution if possible.



## ARGUMENT

### **I. PLAINTIFFS SHOULD BE COMPELLED TO PRODUCE DISCOVERY REGARDING BALANCE BILLING, PATIENT BILLING, AND OTHER SOURCES OF PAYMENT (RFP NOS. 4–5, 8, 10–15, 17, 20–21, 28, 32, 36, 45, 48–49, AND 67).**

Discovery concerning balance billing, patient billing, patient responsibility, collections, write-offs, and other sources of payment for services that patients obtain from Plaintiffs is directly relevant to whether and how the alleged inability to balance bill operated in practice and whether the challenged repricing caused the injury Plaintiffs claim. The Court’s motion-to-dismiss ruling, which flagged factual disputes around many of these issues, makes this discovery particularly appropriate.

Defendants argued in their motion to dismiss that Plaintiffs lacked antitrust standing and direct injury because providers can—and do—seek payment from patients through balance billing or prepayment. Defs’ Joint Mot. to Dismiss, Dkt. 97 (“MTD”) at 15–21. The Court recognized that Plaintiffs’ own balance-billing allegations “could be read to contradict” Plaintiffs’ theory of damages and found the complaint sufficient only “at the pleading stage.” MTD Order at 10–11. Now that this case has moved beyond the pleadings, Defendants are entitled to test whether those allegations are true, including whether Plaintiffs in fact could and did bill, collect, recover, adjust, discount, or write off patient balances. Having placed their alleged inability to recover those amounts at the center of their direct injury and causation theories, Plaintiffs cannot evade discovery into the very allegations that allowed them to survive dismissal.

Defendants thus seek targeted documents and data concerning: (1) Plaintiffs’ patient-billing and collection practices, including amounts billed to or collected from patients and efforts to recover unpaid balances; (2) patient-responsibility amounts and how Plaintiffs calculated, adjusted, discounted, wrote off, or otherwise treated those amounts; (3) policies, procedures,

agreements, communications, and other ordinary-course documents concerning balance billing, patient billing, collections, and other sources of payment; and (4) restrictions on, complaints concerning, and other documents bearing on Plaintiffs’ ability to recover from patients or other sources amounts not paid by Payors. *See* App. A. Plaintiffs agreed to produce documents concerning the existence of alleged balance-billing prohibitions in connection with Zelis’s negotiation services, but refuse to produce records concerning any actual balance billing. That categorical relevance objection fails for the reasons below.

*Injury and Causation.* Plaintiffs’ actual balance-billing practices bear directly on the factual contradiction the Court identified. To prove antitrust standing, Plaintiffs must show that they were directly harmed by Defendants’ allegedly suppressed reimbursement rates for OON services. *See In re Nexium (Esomeprazole) Antitrust Litig.*, 842 F.3d 34, 59–60 (1st Cir. 2016); *RSA Media, Inc. v. AK Media Grp., Inc.*, 260 F.3d 10, 14 (1st Cir. 2001). If the record shows that Plaintiffs could still bill patients or treat the balances as collectible, that evidence would directly undermine any asserted injury, or at least break the causal link to Defendants’ alleged conduct. *See, e.g., Pac. Recovery Sols v. United Behav. Health*, 481 F. Supp. 3d 1011, 1022–23 (N.D. Cal. 2020) (dismissing Sherman Act claim involving OON pricing because plaintiff-providers “are ‘injured’ only to the extent that their patients fail to pay them”); *Pac. Recovery Sols. v. Cigna Behav. Health, Inc.*, 2021 WL 1176677, at \*12 (N.D. Cal. Mar. 29, 2021) (similar). The Court expressly relied on Plaintiffs’ allegation that they are prohibited from balance billing to “distinguish[] this case from those cited by Defendants” and to find “these allegations sufficient at the pleading stage.” MTD Order at 11. Defendants must now test those allegations in discovery.

*Damages.* This discovery also bears directly on Plaintiffs’ claimed damages. *See In re Nexium*, 842 F.3d at 60 (“A private plaintiff seeking monetary relief must show actual, quantifiable

damages by reason of the antitrust violation.” (cleaned up)). Plaintiffs allege that they were harmed because repricing left unpaid balances that they could not recover from patients. *See, e.g.*, SAC ¶¶ 340, 351, 364, 368–372. Documents showing whether Plaintiffs billed patients, collected patient-responsibility amounts, discounted or adjusted balances, or wrote off unpaid amounts are therefore relevant to the nature and amount of Plaintiffs’ claimed loss.

*Independent versus Concerted Action.* The same evidence is relevant to whether Defendants independently chose to use Zelis and its services, consistent with their own self-interest. Plaintiffs allege that Defendants acted against their self-interest by selecting Zelis, which could be circumstantial evidence of a conspiracy. *Id.* ¶¶ 293–295. The Court credited that allegation at the dismissal stage but expressly stated that Defendants could renew their argument upon a “more fulsome record.” MTD Order at 16 n.14. Defendants now seek discovery on exactly this issue. Evidence that providers can and do bill patients for substantial balances will help explain why Defendants independently valued Zelis’s repricing services. Those services often reduce members’ exposure to balance bills—and thus overall healthcare costs to patients and plan sponsors (often employers)—by offering reimbursement amounts that providers agree to accept as full payment. The reality that balance billing occurs, therefore, undercuts Plaintiffs’ allegations that Defendants would not have used Zelis without conspiring to do so.

*Rule-of-Reason Mode of Analysis.* This discovery is also independently relevant to Plaintiffs’ alternative quick-look and rule-of-reason theories. Plaintiffs plead not only a *per se* theory, but also alternative modes of analysis under which the Court may consider market effects and procompetitive justifications. *See* SAC ¶¶ 399–401. Under those theories, evidence that Zelis’s services reduced patients’ exposure to balance bills, lowered administrative friction in resolving OON claims, or otherwise provided reasons for payors to use Zelis apart from any

alleged agreement bears directly on competitive effects and procompetitive justifications. Plaintiffs cannot plead rule of reason and quick-look analyses that put those issues in play while withholding discovery into patient-billing practices that explain why those services may have had independent value to payors and plan sponsors.

*Class Certification.* Discovery into patient-billing practices bears directly on class certification. Plaintiffs allege that common questions predominate as to antitrust injury, horizontal action, competitive effects, and damages, SAC ¶ 382, but balance-billing practices may vary by provider, payor, plan, claim type, state law, patient agreement, and whether a particular repricing communication included or enforced a no-balance-billing term. Discovery into those practices is necessary to test whether Plaintiffs can prove key questions through common evidence, or whether individualized issues concerning patient billing, collections, adjustments, and write-offs predominate under Rule 23(b)(3).

Further, Plaintiffs’ “downstream discovery” objections are inapplicable.<sup>4</sup> Plaintiffs contend that Defendants seek improper “downstream discovery” intended to reduce their damages by amounts Plaintiffs purportedly “passed on” to consumers, relying on *Hanover Shoe, Inc. v. United Shoe Machinery Corp.*, 392 U.S. 481 (1968) and *In re Nexium Antitrust Litigation*, 777 F.3d 9 (1st Cir. 2015). But this is not a pass-on defense dispute; it is an antitrust standing one.

Specifically, Defendants do not seek these materials to prove attempted offsets to established overcharge-based antitrust damages. *Cf. Hanover Shoe*, 392 U.S. at 494 (where Hanover “**proved** that United had overcharged it . . . United was not entitled to assert a passing-on

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<sup>4</sup> See Ex. 2, R&Os at General Objection No. 18; Objections to Definition Nos. 3, 4, 5, 10, 17, 18; Responses and Objections to RFP Nos. 3, 4, 5, 8, 10–20, 22, 28, 30, 32, 43, 45, 49, 55, 58; Ex. 4, Pls’ Aug. 4, 2026 Letter to Defs at 1–2; Ex. 6, Pls’ Aug. 17, 2026 Letter to Defs at 1; Ex. 9, Pls’ Aug. 24, 2026 Letter to Defs at 1–2; Ex. 11, Pls’ Aug. 28, 2026 Letter to Defs at 1–2.

defense”) (emphasis added); *Nexium*, 777 F.3d at 27 (“*if* a class member is overcharged, there is an injury” whether or not that injury is later offset) (emphasis added).<sup>5</sup> The traditional “pass on” defense involves a defendant wholesaler attempting to show a retailer plaintiff *raised its prices* to consumers and therefore passed on any overcharge from the anticompetitive conduct. Here, by contrast, Defendants do not attempt to offset damages by showing Plaintiffs raised their prices to pass on the alleged underpayment. The discovery instead can show that Plaintiffs were *not underpaid at all* or had the ability to avoid being allegedly underpaid. That is, the requested discovery tests Plaintiffs’ allegations regarding the requirements for a cognizable antitrust injury in the first place—namely, that the alleged scheme barred them from recovering the unpaid difference from patients, and thus directly caused their injury. *See, e.g.*, SAC ¶¶ 194, 198, 340, 351, 364, 368–372. Documents showing whether Plaintiffs were subject to the alleged restriction and how they treated patient responsibility amounts bear on how this purported balance-billing prohibition actually operated in practice. Those issues are logically prior to any attempt to offset an otherwise established injury; they are directed to whether the alleged injury *occurred* in the first place—*i.e.*, whether the challenged conduct—as opposed to Plaintiffs’ billing or collection practices—caused the alleged harm. Plaintiffs cannot rely on alleged balance-billing restrictions

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<sup>5</sup> The other authorities Plaintiffs cited in their August 4, 2026 letter to Defendants apply the same pass-on and offset principles but do not address the discovery sought here. *Hawaii v. Standard Oil Co.*, 405 U.S. 251, 262 n. 14 (1972) (citing *Hanover* for the general proposition that courts do not look beyond an established overcharge to determine whether the plaintiff subsequently recouped some portion of it); *In re Delta/AirTran Baggage Fee Antitrust Litig.*, 317 F.R.D. 675, 684, 686–87 (N.D. Ga. 2016) (rejecting attempts to offset an already-incurred baggage-fee overcharge through subsequent benefits or third-party reimbursement). None of these cases involved a motion to compel discovery of materials that the plaintiffs themselves made relevant through their pleaded injury and damages theory, and none held that evidence bearing on actual patient billing, patient collections, patient-responsibility amounts, or write-offs is undiscoverable.

to establish injury and standing while insulating from discovery evidence showing whether and how those restrictions operated in practice.

For those same reasons, Plaintiffs' likely reliance on *In re Solodyn (Minocycline Hydrochloride) Antitrust Litig.*, 2016 WL 6897809 (D. Mass. Sept. 19, 2016) is inapposite.<sup>6</sup> Like the above authorities, that decision focused on the inapplicable pass-on defense. Moreover, that ruling noted that downstream discovery is generally disfavored but "not absolutely prohibited," and it denied the requested discovery only because defendants had not made a "sufficiently specific showing that downstream discovery is relevant to class certification or any other issue in this case." *Id.* at \*1. Here, the specific relevance follows directly from Plaintiffs' own theory and the Court's ruling: the requested documents test whether and how the alleged balance-billing prohibition actually operated in practice, and whether it directly caused Plaintiffs' asserted injury.

For these reasons, the Court should compel Plaintiffs to produce responsive materials for the portions of the RFPs identified in Appendix A.

## **II. PLAINTIFFS SHOULD BE COMPELLED TO PRODUCE IN-NETWORK DISCOVERY (RFP NOS. 2, 6–8, 11–14, 17–28, 30, 33, 38, 40–41, 46, 48–50, AND 60).**

Plaintiffs' own allegations place INN and OON pricing and participation squarely at issue. This Court has already so ruled: Plaintiffs' claims are "founded, at least in part, on allegations that Defendants suppressed OON payments '*so that they match or come close to in-network payment levels*,' among other allegations directly concerning or otherwise *related to in-network rates*." Mem. & Order on Defs' Mot. to Compel Arbitration, Dkt. 184 at 10 (emphases added) (quoting Pls' First Am. Compl.). Further, as the Court recognized, Defendants have raised "fair concerns" about Plaintiffs' proposed relevant market being limited to OON services only. MTD Order at 18

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<sup>6</sup> See Ex. 4, Pls' Aug. 4, 2026 Letter to Defs at 1–2 (citing *Solodyn* in support of Plaintiffs' downstream-discovery objections).

(quoting *MultiPlan*, 789 F. Supp. 3d at 635). While the Court accepted Plaintiffs’ allegations regarding the OON-only market for purposes of the motion to dismiss, Defendants are entitled to test those allegations through discovery. Thus, Defendants served written discovery concerning INN pricing and participation; Appendix B identifies each request and its relevance. INN discovery is independently relevant for at least five reasons:

*Relevant Market.* The Court’s denial of Defendants’ motion to dismiss did not excuse Plaintiffs from proving a relevant market—it held only that market definition remains subject to proof through discovery. See MTD Order at 17–20 & n.19; *E. Food Servs., Inc. v. Pontifical Catholic Univ. Servs. Ass’n*, 357 F.3d 1, 9 (1st Cir. 2004); *In re Loestrin 24 Fe Antitrust Litig.*, 2017 WL 1491911, at \*4, \*7 (D.R.I. Mar. 15, 2017) (compelling plaintiffs to produce documents concerning products outside their alleged market so defendants could test the market definition). Plaintiffs allege that INN and OON services are “distinctly-priced,” carry “substantially different rates,” and are not “reasonably interchangeable.” SAC ¶¶ 169–170. Defendants disagree. Whether that is true is a factual question, resolved by examining Plaintiffs’ own INN rates, network contracts, and ordinary-course documents on how they price INN versus OON services.

*Alleged Restraint.* Plaintiffs have separately placed INN rates at issue as part of the overall alleged conspiracy. Specifically, Plaintiffs allege that Zelis’s repricing tool suppresses OON payments through INN pricing: it “unfairly uses lower *in-network* pricing and is not market based,” “utilizes in-network rates to compensate for OON care,” and improperly includes “median in-network rates.” SAC ¶¶ 14, 120, 124, 324 (emphases added). Yet Plaintiffs have agreed to produce only what they were paid for OON services, while refusing to produce the INN rates they contracted for. Plaintiffs cannot allege that INN rates drove OON payments and then withhold the very rates needed to test their theory.

*Damages.* INN rates are also relevant to any ultimate damages calculation. Plaintiffs allege their damages are the difference between their billed charges and the repriced amounts they were paid, and that Defendants suppressed those payments so they would “match or come close to in-network payment levels.” SAC ¶ 343. Plaintiffs’ INN rates are therefore necessary to test whether repriced amounts in fact matched INN levels and whether the claimed difference reflects Defendants’ alleged conduct.

*Injury and Causation.* Plaintiffs also placed INN rates at issue by alleging that Defendants denied them “a proper, competitive dynamic” to “decid[e] whether to opt to go in-network or remain OON,” and made “in-network participation artificially more attractive to Providers.” SAC ¶¶ 345–346. Having pled that Defendants distorted their choice between INN participation and OON practice, Plaintiffs cannot withhold their own documents bearing on that choice. Plaintiffs also bear the burden of proving that the alleged conspiracy was a material cause of their injury. *In re Nexium (Esomeprazole) Antitrust Litig.*, 42 F. Supp. 3d 231, 267 (D. Mass. 2014), *aff’d*, 842 F.3d 34 (1st Cir. 2016). Discovery into Plaintiffs’ INN business and cost structure may show that their decisions had an explanation other than the alleged conspiracy.

*Class Certification.* Plaintiffs’ proposed OON-only market and alleged class-wide anticompetitive effects depend on common proof that OON services can be analyzed separately from INN services across providers, payors, geographies, services, and plan types. Discovery into Plaintiffs’ INN participation, INN rates, network contracts, and decisions whether to remain OON or go INN is necessary to test whether market definition, injury, and damages are susceptible to common proof or instead require individualized inquiries that bear on Rule 23’s requirements.



### III. PLAINTIFFS SHOULD BE COMPELLED TO PRODUCE THE REMAINING FINANCIAL PERFORMANCE DISCOVERY (RFP NOS. 28, 31–32, 34, AND 36).

The parties have narrowed their dispute over RFPs related to Plaintiffs’ financial performance, but limited issues remain. Specifically, Plaintiffs continue to withhold: third-party revenue cycle management contracts (RFP No. 28), tax returns (RFP No. 31), patient revenue materials (RFP No. 32), compensation records (RFP No. 34), and patient-related discounts and write-offs (RFP No. 36). *See* App. C. These categories are relevant to multiple issues in this case, including market definition, Plaintiffs’ alleged specific financial harm, antitrust injury, potential damages, and causation.<sup>7</sup>

*Relevant Market.* Plaintiffs allege a relevant antitrust market consisting of “OON healthcare services as sold by out-of-network Providers and as purchased by Commercial Payers.” SAC ¶ 152. But to prove the viability of this supposed market, Plaintiffs must show, among other things, that INN healthcare services are not “reasonably interchangeable” with OON services. *See Vazquez-Ramos v. Triple-S Salud, Inc.*, 55 F.4th 286, 298 (1st Cir. 2022). This Court has already acknowledged that there are “fair concerns regarding the scope and type of services covered by the plaintiffs’ alleged nationwide market for out-of-network healthcare services.” MTD Order at 18 (quoting *MultiPlan*, 789 F. Supp. 3d at 635). Documents relating to: (1) Plaintiffs’ decisions whether to contract with payors and become in-network providers; and (2) Plaintiffs’ decisions to offer healthcare services to insured patients on an INN or OON basis are directly relevant to these “fair concerns,” given they reflect *Plaintiffs’ own views* of whether OON and INN services are interchangeable. *Id.*; *see also Loestrin*, 2017 WL 1491911, at \*6 (compelling production related to product interchangeability because “documents related to the parties’ competing versions of the

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<sup>7</sup> This financial performance information is not related to “downstream discovery” discussed *supra* Section I, but rather Plaintiffs’ own sales and financial records resulting from OON payments.

relevant product market are relevant”). The requested documents will address whether and the extent to which Plaintiffs treat INN and OON services as substitutes.

*Plaintiffs’ Alleged Financial Harm.* Plaintiffs allege that they suffered specific financial harm as part of their antitrust injury theory, including that the challenged conduct “reduced Providers’ salaries and forced private practitioners to consider other business arrangements or to close entirely,” and “slashed pay for Providers.” SAC ¶ 251. The Court relied on materially similar allegations in finding that Plaintiffs adequately pled antitrust injury at the Rule 12(b)(6) stage. MTD Order at 12–13. RFP Nos. 31 and 34 thus bear on whether the named Plaintiffs experienced the compensation-reductions, income effects, or other financial impacts they allege. *See App. C.*

*Third-Party Revenue Cycle Management and Patient Accounting.* RFP Nos. 28, 32, and 36 seek discovery into how Plaintiffs’ revenue was generated and recorded. *See App. C.* RFP No. 28 seeks contracts that govern third-party revenue cycle management, billing, and collection functions; those agreements can identify which entity controlled those functions, the services involved, and the sources and custodians of relevant records. *Id.* RFP Nos. 32 and 36 seek Plaintiffs’ policies and procedures relating to recognition of revenue and patient write-offs, and the amounts discounted or written off. *Id.* For reasons explained in Section I, that evidence is also relevant to whether and how the alleged balance-bill prohibition actually operated in practice.

*Causation.* That same evidence bears on whether the challenged conduct was a material cause of the asserted loss. *See In re Nexium*, 42 F. Supp. 3d at 267 (“Plaintiffs need not prove that the antitrust violation was the sole cause of their injury, but only that it was a material cause”), *aff’d*, 842 F.3d 34. The financial and accounting records Defendants seek will permit them to test that causal connection.

*Class Certification.* Plaintiffs allege common antitrust injury and a common damages methodology, SAC ¶¶ 382–384, but financial-performance documents are relevant to whether alleged injury, causation, and damages can be shown through common proof or instead depend on individualized provider-specific factors, including payor mix, patient collections, write-offs, compensation structures, revenue cycle practices, and financial condition.

#### **IV. PLAINTIFFS SHOULD BE COMPELLED TO PRODUCE DISCOVERY CONCERNING BILLED CHARGES (RFP NOS. 17–20 AND 22).**

Plaintiffs refuse to produce fee schedules, chargemasters, methodologies, and comparator materials showing how their billed charges were established and evaluated. *See* App. D, RFP Nos. 17–20, 22. These are relevant for three reasons: they bear on the competitive effects analysis under Plaintiffs’ alternative quick-look and rule of reason theories; on whether Defendants had independent commercial reasons to use Zelis’s repricing and negotiation services; and on whether billed charges provide a viable damages benchmark for Plaintiffs’ asserted but-for world.

*Rule-of-Reason Mode of Analysis.* Plaintiffs plead, in the alternative, that the challenged conduct violates federal antitrust laws when a quick-look or rule of reason standard of review applies, SAC ¶¶ 400–401, both of which require proof that the “detriments outweighed efficiencies or other economic benefits.” *Stop & Shop Supermarket Co. v. Blue Cross & Blue Shield of R.I.*, 373 F.3d 57, 61 (1st Cir. 2004). Plaintiffs’ billed charges and the methodology (or lack thereof) behind them are relevant to showing that Zelis’s OON solutions were procompetitive—and that their procompetitive benefits outweighed any supposed detriments.

Skyrocketing provider billed charges, with no reference to market realities, are a significant challenge in healthcare markets. They are used to gouge patients and payors alike, with no justification other than juicing providers’ profits. Defendants expect that discovery into Plaintiffs’ billed charges, and how they are set, will confirm that and illustrate how Zelis’s negotiation and

repricing solutions are a procompetitive response to providers’ extravagant billed charges. In contrast to provider billed charges, Zelis’s solutions are grounded in market realities and aimed at reaching agreements with providers on mutually acceptable reimbursement rates. Zelis’s negotiation services, moreover, protect patients from egregiously high “balance bills.” These are attractive, procompetitive offerings that tend to increase, not decrease, the output of provider services. To tell this side of the story, however, Defendants need discovery into Plaintiffs’ billed charges and how they are set.<sup>8</sup>

*Independent versus Concerted Action.* RFP Nos. 17–20 and 22 are also relevant to whether Defendants selected Zelis independently or pursuant to the alleged horizontal agreement. *See App. D.* At the pleading stage, the Court credited Plaintiffs’ allegation that Defendants acted against their independent self-interest, but noted that a “more fulsome record” could undermine that allegation and allow Defendants to renew their argument. MTD Order at 16 n.14. Evidence concerning how Plaintiffs established their billed charges is relevant to show that payors had independent commercial reasons to contract with vendors like Zelis to evaluate and reimburse providers’ OON claims using alternative, market-based methodologies, consistent with demands from Defendants’ customers. This evidence of independent, self-interested reasons for using Zelis would not, as Plaintiffs misleadingly argued during the written correspondence, be offered to

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<sup>8</sup> To the extent Plaintiffs rely upon *MultiPlan*, 789 F. Supp. 3d at 629 (as they did in correspondence relating to the present discovery dispute), that opinion—which ruled on a motion to dismiss, not a discovery dispute—is inapposite. In fact, subsequent proceedings in *MultiPlan* support granting Defendants’ motion in this case. The *MultiPlan* defendants, like Defendants here, moved to compel documents relating to, among other things, how plaintiffs set their billed charges. *See* Defs.’ Mot. to Compel at 23–27 (Topic E), *In re MultiPlan*, Dkt. 648 (Feb. 13, 2026). The *MultiPlan* court rejected the plaintiffs’ relevance arguments and referred the motion in relevant part to a special master to address burden and proportionality objections through search terms and custodians. *See* Minute Order, Dkt. 662 (Mar. 2, 2026) (referring Topic E to the Special Master). Because Plaintiffs here have not substantiated their burden and proportionality objections at all, Defendants’ motion should be granted.

justify the alleged price-fixing agreement; it would instead bear on whether any such agreement existed in the first place or whether Defendants acted independently.

*Damages and the But-For Benchmark.* In an antitrust case, one common “measure of damages is the difference between the actual price and the presumed *competitive price*.” *Howard Hess Dental Lab’ys Inc. v. Dentsply Int’l, Inc.*, 424 F.3d 363, 374 (3d Cir. 2005) (emphasis added). Plaintiffs here allege that their damages are represented by “the difference between the amounts originally invoiced and the amounts paid at the repriced level.” SAC ¶ 366. Because Plaintiffs have alleged damages based on their billed charges, Defendants are entitled to discovery into those billed charges and how they are set. That evidence will bear directly on whether Plaintiffs’ billed charges are a “competitive price” that would have existed in a hypothetical market free of all alleged antitrust violations. In Defendants’ view, no managed care organization would have paid billed charges for all OON services, even absent the alleged conspiracy. Discovery into how Plaintiffs set their billed charges, whether Plaintiffs expected to collect billed charges in full, how those billed charges relate to “usual, customary, and reasonable” payments, and how their billed charges relate to amounts Plaintiffs otherwise accepted are squarely relevant to whether they are an appropriate damages benchmark. RFP Nos. 17–20 and 22 seek that evidence. App. D.

*Class Certification.* Billed-charge discovery is also relevant to class certification because Plaintiffs’ proposed damages theory depends, at least in part, on comparing billed charges to repriced payments. SAC ¶ 366. Defendants are entitled to test whether billed charges were set using common methodologies capable of class-wide proof, or whether they vary materially by provider, service line, geography, payor, benchmark, consultant, chargemaster practice, or expected collection amount. Those issues bear directly on predominance and on whether Plaintiffs can offer a common damages model under Rule 23(b)(3).

These requests are proportionate. Under RFP No. 17, Defendants seek fee schedules and chargemasters in effect during each year of the relevant period. App. D. Under RFP Nos. 18–20 and 22, Defendants seek documents sufficient to show Plaintiffs’ methodologies for setting billed charges, the factors and benchmarks considered, and material changes over time. *Id.* In meet and confers, Plaintiffs have maintained their categorical relevance objection and have not identified any particularized burdens associated with producing these documents. The Court should compel Plaintiffs to produce responsive materials for the portions of the RFPs identified in Appendix D.

**V. PLAINTIFFS SHOULD BE COMPELLED TO PRODUCE DISCOVERY REGARDING EMPLOYER-SPONSORED HEALTH PLANS (RFP NOS. 26 AND 27).**

RFP Nos. 26 and 27 seek documents relating to the health benefit plans that Plaintiffs offer their own employees and documents showing how the plans determine OON allowed amounts, including use of repricing services. *See* App. E. Plaintiffs refuse to produce responsive materials because their plans are purportedly irrelevant. But Plaintiffs’ own allegations make these materials relevant to market definition, causation, and class certification.

*Relevant Market.* Plaintiffs allege that the relevant market includes OON services purchased through commercial payors, including both fully-insured and self-funded entities. SAC ¶¶ 7, 152, 157, 160, 177. Plaintiffs’ own decisions as plan sponsors (including what OON payment terms, cost-containment tools, and repricing methodologies they selected or rejected) are relevant to evaluating Plaintiffs’ proposed market, by showing how OON payment terms are actually selected and administered in practice. If Plaintiffs’ own employer-sponsored health plans treat OON payment terms, allowed amounts, or repricing methodologies in ways inconsistent with Plaintiffs’ alleged market theory, that evidence bears directly on market definition and the economic realities of OON reimbursement.

*Causation.* Plaintiffs allege Defendants unlawfully ceded independent OON pricing discretion to Zelis. *Id.* ¶¶ 13–14, 137–140, 204, 337, 355–356. Evidence showing that plan sponsors independently selected OON benefit terms—or direct their third-party administrators on how to handle OON claim pricing—is relevant both to whether the challenged payment levels resulted from the alleged conspiracy or independent plan sponsor decisions. It also bears on Plaintiffs’ allegation that Zelis dictated OON payment levels. Plaintiffs’ plan terms are further relevant to whether they sought to manage their own employee healthcare costs by using services designed to address OON reimbursement.

*Class Certification.* Plaintiffs allege class-wide injury arising from common OON repricing practices, but plan terms, OON allowed-amount methodologies, use of repricing vendors, and sponsor or TPA discretion may vary materially across plans. Plaintiffs’ own employer-sponsored health plans provide discovery into whether OON payment parameters and cost-containment tools operate uniformly or instead depend on individualized plan design and administration—issues that bear on commonality, predominance, and Plaintiffs’ proposed class-wide proof of injury and damages.

Because RFP Nos. 26 and 27 seek documents relevant to testing Plaintiffs’ antitrust theories, causation, market definition, and asserted but-for world, the Court should compel Plaintiffs to produce responsive materials for the portions of the RFPs identified in Appendix E.

**VI. PLAINTIFFS SHOULD BE COMPELLED TO PRODUCE LIMITED DISCOVERY REGARDING OTHER OON REPRICERS (RFP NOS. 10, 24, 27, 45–46, 50, 64, AND 66).**

Plaintiffs refuse to produce documents concerning their interactions with other repricers, such as MultiPlan. But Plaintiffs place other OON repricing services and methodologies squarely at issue. Plaintiff PIMG alleges here that Zelis has a dominant market share, while simultaneously alleging in the *MultiPlan* litigation that MultiPlan processes more than 80% of OON service

payments. *See* MTD at 11. The Court noted the inconsistency but declined to resolve it at the pleading stage, and stated that “discovery will illuminate which formulation of market share is appropriate.” MTD Order at 17 n.17. The requested discovery will provide concrete comparative evidence to test Plaintiffs’ allegations: agreements and payment arrangements involving other repricers; correspondence regarding allowed OON amounts; comparisons of rates generated using Zelis versus another repricer versus no repricer; and Plaintiffs’ own assessments of various repricing services. *See* App. F, RFP Nos. 10, 24, 27, 45–46, 50, 64, and 66.

*Relevant Market.* Documents concerning other OON repricers are relevant to the structure and contours of the alleged market. Plaintiffs allege that Zelis “directly competes with other healthcare ‘repricers’” and that “Zelis’s business operations, incentives, and priorities are similar to those of other repricers.” SAC ¶¶ 90–91. They also allege that the “widespread adoption” of Zelis left OON providers with “actually or virtually no available alternatives from which to seek better pricing.” *Id.* ¶ 246. Materials related to Plaintiffs’ actual dealings with other repricers are directly relevant to testing these allegations, including whether and what alternatives were available to providers and payors and whether the repricing practices Plaintiffs challenge reflect broader market practices. These documents also bear on Plaintiffs’ conflicting market-share allegations and on the Court’s statement that discovery will illuminate which market-share formulation is appropriate. MTD Order at 17 n.17.

*Causation.* Plaintiffs allege that Zelis’s repricing practices caused suppressed OON payments, but documents concerning Plaintiffs’ experiences with MultiPlan and other repricers may show whether similar payment levels or methodologies occurred outside the alleged Zelis conspiracy. If Plaintiffs experienced comparable repricing practices or payment outcomes through non-Zelis repricers, that evidence bears on whether Plaintiffs’ alleged harm was caused by the



challenged conduct or by independent market forces, other repricing arrangements, or broader OON reimbursement practices.

*Damages.* Discovery concerning other repricers bears on Plaintiffs’ asserted but-for world, including the OON reimbursements Plaintiffs claim would have prevailed absent the alleged conspiracy. Documents showing payment arrangements, allowed OON amounts, negotiated amounts, and rate comparisons involving Zelis, MultiPlan, other repricers, or no repricer provide real-world benchmarks for testing Plaintiffs’ damages theory.

*Class Certification.* Plaintiffs allege that Zelis’s repricing practices caused class-wide injury, but variation among repricers, methodologies, payors, payment amounts, and provider responses may bear on whether Plaintiffs can prove injury, causation, and damages through common evidence—or whether individualized issues predominate.

Accordingly, the Court should compel Plaintiffs to produce responsive materials for the portions of the RFPs identified in Appendix F to the extent those RFPs seek materials concerning MultiPlan or other repricing services.

## **VII. PLAINTIFFS SHOULD BE COMPELLED TO PRODUCE LIMITED DISCOVERY RESPONSIVE TO RFP NOS. 59 AND 74.**

Two discrete disputes remain: records testing Plaintiffs’ allegation that providers respond to low OON rates by limiting treatment of OON patients (App. G, RFP No. 59), and billing-related disciplinary materials bearing on causation and damages (*id.*, RFP No. 74).

*RFP No. 59 (Provider Responses to OON Rates).* RFP No. 59 requests documents relating to Plaintiffs’ “consideration of whether to cease or limit treating particular patients based on their Payor’s OON Reimbursement Rates.” Plaintiffs allege that if a payor offers “too-low, noncompetitive rates” for OON services, “providers will stop accepting patients who utilize that payor.” SAC ¶ 192. Plaintiffs further allege that suppressed OON payments distort providers’

choices between remaining OON or joining payor networks. *Id.* ¶¶ 341–46. Documents showing whether Plaintiffs actually considered or decided to cease or limit treatment because of a payor’s OON rates would directly test those factual allegations.

*RFP No. 74 (Billing-Related Disciplinary Matters)*. For this request, Defendants seek only documents related to instances in which Plaintiffs were disciplined for billing-related conduct (*e.g.*, fraudulent billing, etc.). Disciplinary matters involving improper billing are relevant to whether any asserted loss resulted from the alleged unlawful conduct or from independent billing issues—*i.e.*, causation. The *MultiPlan* court has similarly recognized the discoverability of this information, noting that amounts attributable to improper billing present a question of “causation and the amount of damages” because “antitrust plaintiffs can recover only for injuries caused by the conspiracy, and more specifically for injuries caused by the conspiracy’s anticompetitive effects.” *In re MultiPlan Health Ins. Provider Litig.*, – F. Supp. 3d –, 2026 WL 1810419, at \*4 (N.D. Ill. June 24, 2026).

### **CONCLUSION**

For the reasons set forth above, Defendants respectfully request that the Court grant Defendants’ motion and compel Plaintiffs to produce responsive materials for the portions of the RFPs identified in Appendices A through G.

Dated: August 31, 2026

Respectfully submitted,

/s/ Katherine Anne Trefz

George Borden  
Katherine Anne Trefz\*  
Jonathan Pitt\*  
Suzanne Salgado\*  
Tom Ryan\*  
**WILLIAMS & CONNOLLY LLP**  
680 Maine Avenue SW  
Washington, DC 20024

/s/ Matthew L. McGinnis

Matthew L. McGinnis (BBO# 666120)  
Jane E. Willis (BBO# 568024)  
Sandra H. Masselink (BBO# 696687)  
**ROPES & GRAY LLP**  
Prudential Tower  
800 Boylston Street  
Boston, MA 02199  
Telephone: (617) 951-7000

Telephone: 202-403-5038  
gborden@wc.com  
ktrefz@wc.com  
jpitt@wc.com  
ssalgado@wc.com  
tryan@wc.com

***Attorneys for Defendant Aetna, Inc.***

/s/ Joshua B. Simon

Brett J. Boskiewicz (BBO No. 656545)  
**MCDERMOTT WILL & SCHULTE LLP**  
200 Clarendon Street  
Boston, MA 02116  
Telephone: (617) 535-4000  
bboskiewicz@mcdermottlaw.com

Joshua B. Simon\*  
Warren Haskel\*  
Emily T. Chen\*  
Chelsea Cosillos\*  
**MCDERMOTT WILL & SCHULTE LLP**  
One Vanderbilt Avenue  
New York, NY 10017  
Telephone: (212) 547-5400  
jsimon@mcdermottlaw.com  
whaskel@mcdermottlaw.com  
echen@mcdermottlaw.com  
ccosillos@mcdermottlaw.com

***Attorneys for Defendant The Cigna Group***

/s/ W. David Maxwell

Alexandra W. Bailey (BBO #676145)  
**HOGAN LOVELLS CADWALADER US LLP**  
125 High Street, Ste. 2010  
Boston, MA 02110  
Telephone: (617) 371-1024  
alexandra.bailey@hoganlovells.com

E. Desmond Hogan\*  
Justin Bernick\*  
W. David Maxwell\*  
**HOGAN LOVELLS CADWALADER US LLP**

Jane.Willis@ropesgray.com  
Matthew.McGinnis@ropesgray.com  
Sandra.Masselink@ropesgray.com

Casey Kyung-Se Lee\*  
**ROPES & GRAY LLP**  
1211 Avenue of the Americas  
New York, NY 10036  
Telephone: (212) 596-9000  
Casey.Lee@ropesgray.com

***Attorneys for Defendants Zelis Healthcare, LLC, Zelis Claims Integrity, LLC, and Zelis Network Solutions, LLC***

/s/ David B. Schwartz

Scott C. Solberg\*  
Vanessa G. Jacobsen\*  
Benjamin E. Waldin\*  
**EIMER STAHL LLP**  
224 South Michigan Ave., Suite 1100  
Chicago, IL 60604  
Telephone: (312) 660-7600  
ssolberg@eimerstahl.com  
vjacobsen@eimerstahl.com  
bwaldin@eimerstahl.com

David B. Schwartz\*  
Justin D. Kingsolver\*  
Lily Rudy\*  
**BRYAN CAVE LEIGHTON PAISNER LLP**  
1155 F Street NW, Suite 700  
Washington, DC 20004  
Telephone: (202) 508-6000  
david.schwartz@bclplaw.com  
justin.kingsolver@bclplaw.com  
lily.rudy@bclplaw.com

Justin P. O'Brien  
**LOVETT O'BRIEN LLP**  
155 Federal Street, Suite 1300  
Boston, MA 02110  
Tel: (617) 371-1035  
jobrien@lovettoobrien.com

Columbia Square  
555 Thirteenth Street, NW  
Washington, DC 20004  
Telephone: (202) 637-5600  
desmond.hogan@hoganlovells.com  
justin.bernick@hoganlovells.com  
david.maxwell@hoganlovells.com

***Attorneys for Defendant Elevance Health, Inc.***

\*Admitted *Pro Hac Vice*

***Attorneys for Defendant Humana Inc.***

/s/ Rachel S. Brass  
Rachel S. Brass\*  
Joseph A. Gorman\*  
**GIBSON, DUNN & CRUTCHER LLP**  
One Embarcadero Center Suite 2600  
San Francisco, CA 94111  
Telephone: 415-393-8293  
rbrass@gibsondunn.com  
jgorman@gibsondunn.com

Heather L. Richardson\*  
Christopher D. Dusseault\*  
Joshua Lipton\*  
**GIBSON, DUNN & CRUTCHER LLP**  
333 South Grand Ave., 54<sup>th</sup> Floor  
Los Angeles, CA 90071  
Telephone: 213-229-7409  
hrichardson@gibsondunn.com  
cdusseault@gibsondunn.com  
jlipton@gibsondunn.com

Allison O'Neil (BBO # 641330)  
Kara Kelleher (BBO # 713274)  
**TROUTMAN PEPPER LOCKE**  
111 Huntington Ave., 9th Floor  
Boston, MA 02199  
Telephone: 617-443-3744  
Allison.oneil@troutman.com  
Kara.kelleher@troutman.com

***Attorneys for Defendant UnitedHealth Group, Inc.***

\*Admitted *Pro Hac Vice*

**APPENDIX A****Defendants' Requests for Production Concerning Balance Billing, Patient Billing, and Other Sources of Payment for OON Healthcare Services**

| <b>RFP No.</b> | <b>Text of Request</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>Basis of Relevance</b>                                                                                                 |
|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|
| 4              | All Documents regarding Your efforts to obtain payments from patients or Payors for OON Healthcare Goods or Services, including but not limited to revenue reports, revenue cycle management reports, or similar Documents that specifically describe or reflect the use or non-use of Zelis's products or services in connection with Your efforts to obtain payments from patients or Payors for OON Healthcare Goods or Services.                                                           | Injury and Causation;<br>Damages; Class Certification                                                                     |
| 5              | All Documents in Your possession, custody, or control—such as meeting minutes, summaries, agendas, talking points, and presentations—showing the topics and substance of any meetings, whether internal or external, regarding pricing and payment for OON Healthcare Goods or Services.                                                                                                                                                                                                       | Injury and Causation;<br>Independent versus Concerted Action;<br>Procompetitive Benefits; Damages;<br>Class Certification |
| 8              | Structured Data for the fields of data requested in Defendants' Request No. 3 and the additional fields listed below and in Attachment A, for each claim for OON services and in-network services at the most granular level that such Structured Data is kept, including at the claim or line level:<br>(a) Whether the service was provided in an emergency or non-emergency setting;<br>(b) Whether the facility at which the service was provided was in-network with the patient's Payor. | Injury and Causation;<br>Damages; Class Certification                                                                     |
| 10             | All contracts with any person or entity pertaining to billing of Payors or patients (including Self-Pay patients) for OON Healthcare Goods or Services, including contracts with Payors, patients, and persons or entities who refer or recruit patients with coverage for OON Healthcare Goods or Services.                                                                                                                                                                                   | Injury and Causation;<br>Damages; Class Certification                                                                     |
| 11             | Documents sufficient to show the Documents, assignments, paperwork, policies, or disclosures that Your practice or any facility at which You practice provides to patients concerning Your OON Healthcare Goods or Services, including but not limited to Documents relating to insurance coverage, disclosure of pricing, financial responsibility for services, or patient financing.                                                                                                        | Injury and Causation;<br>Damages; Class Certification                                                                     |
| 12             | Copies of all office manuals, policies, guidelines, and procedures relating to disclosure of pricing; billing; collection of fees for OON Healthcare Goods or Services; Balance Billing; financial assistance for patients; and prompt pay discounts or any other types of discounts that are offered to out-of-network patients.                                                                                                                                                              | Injury and Causation;<br>Damages; Class Certification;                                                                    |
| 13             | All Communications with any government agency (including but not limited to departments of insurance, insurance commissioners, and state Attorneys General), the American Medical Association, state or local medical associations, or other professional organizations, regarding                                                                                                                                                                                                             | Injury and Causation;<br>Independent versus Concerted Action;                                                             |

| RFP No. | Text of Request                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Basis of Relevance                                                                |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
|         | Reimbursement Rates, market conditions, competition, discounts, premiums, deductibles, co-payments, co-insurance, patient medical debt, Balance Billing, or the terms or conditions of any contract with a Payor, including but not limited to all Documents reflecting any complaints, appeals, criticisms, objections, grievances, or arbitrations regarding the Reimbursement Rates or other contractual terms offered by any Payor.                                                                                                                                                      | Procompetitive Benefits; Damages; Class Certification                             |
| 14      | All Documents reflecting Your participation in any advocacy efforts relating to how any Payor (including, but not limited to, any Defendant) operates its business or relating to any legislation intended or likely to affect any Payor's business, including but not limited to advocacy efforts relating to OON reimbursement, Balance Billing, or medical debt.                                                                                                                                                                                                                          | Independent versus Concerted Action; Procompetitive Benefits; Class Certification |
| 15      | A copy of any legal complaint filed (a) against You by any patient or Payor pertaining to alleged overcharging, non-payment, or underpayment for OON Healthcare Goods or Services, or (b) by You against any patient or Payor pertaining to alleged overcharging, non-payment, or underpayment for OON Healthcare Goods or Services.                                                                                                                                                                                                                                                         | Injury and Causation; Damages; Class Certification;                               |
| 17      | For each year, Your fee schedule(s), chargemaster(s), billed charges (to the extent different from your chargemaster), Reimbursement Rates, and other Documents sufficient to show: (a) all Healthcare Goods or Services provided by You and the accompanying CPT or HCPCS codes; (b) the list prices or submitted charges for all Healthcare Goods or Services provided by You, including any changes; and any other fees charged to OON patients in addition to those for specific medical services, whether styled as concierge fees, administrative cost fees, access fees, or the like. | Injury and Causation; Damages; Class Certification                                |
| 20      | All Documents and Communications reflecting any analysis of Your billed charges, fee schedules, and/or chargemasters, including all Documents and Communications related to the use of consultants, benchmarking reports, surveys, databases, or other third-party data sources to establish, review, or modify Your billed charges, fee schedules, and/or chargemasters.                                                                                                                                                                                                                    | Injury and Causation; Damages; Class Certification                                |
| 21      | All Documents and Communications relating to the process for determining or confirming patient copay, coinsurance, authorization or preauthorization, in force insurance, or insurance fee caps.                                                                                                                                                                                                                                                                                                                                                                                             | Injury and Causation; Damages; Class Certification                                |
| 28      | All contracts, including any modifications, amendments, or attachments thereto, You have entered into with any person or entity utilized by Your practice for Your revenue cycle management functions, billing of patients or Payors, or collections activity (including placement of liens).                                                                                                                                                                                                                                                                                                | Injury and Causation; Damages; Class Certification                                |
| 32      | Your practice's policies and procedures relating to recognition of revenue from various sources of payment (e.g., Payors, patients, etc.), and Documents sufficient to identify the amount recognized/written off for each year due to actual or expected payment/non-payment by patients and Payors.                                                                                                                                                                                                                                                                                        | Injury and Causation; Damages; Class Certification                                |

| RFP No. | Text of Request                                                                                                                                                                                                                                                                                                                                                                                                     | Basis of Relevance                                                                                               |
|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|
| 36      | For each year, Documents sufficient to show Your debt, discounts, or write-offs, by category, including but not limited to any business bankruptcy filings.                                                                                                                                                                                                                                                         | Injury and Causation; Damages; Class Certification                                                               |
| 45      | All contracts or other Documents reflecting agreements (including any modifications, amendments, or attachments thereto) that Your practice has entered into with Zelis or any other Repricing Services, any Payor, or patients, regarding financing arrangements, responsibility for payment, or payment terms or conditions for OON Healthcare Goods or Services, including, for example, single case agreements. | Injury and Causation; Independent versus Concerted Action; Procompetitive Benefits; Damages; Class Certification |
| 48      | All Communications with any Payor regarding Reimbursement Rates, discounts, premiums, deductibles, co-payments, co-insurance, or the terms or conditions of any contract with a Defendant.                                                                                                                                                                                                                          | Injury and Causation; Independent versus Concerted Action; Procompetitive Benefits; Damages; Class Certification |
| 49      | All Documents reflecting any complaints, appeals, criticisms, objections, or grievances regarding the Reimbursement Rates or other contractual terms with any Payor, or regarding the appropriate categorization of claim adjustments as Contractual Obligation (X12 Code “CO”) versus Patient Responsibility (X12 Code “PR”).                                                                                      | Injury and Causation; Damages; Class Certification                                                               |
| 67      | All Documents, including reports, charts, or summaries, regarding independent dispute resolution (IDR) submissions by Your practice under the No Surprises Act, and the arbitration award (if any) associated with each such submission.                                                                                                                                                                            | Injury and Causation; Damages; Class Certification                                                               |

**APPENDIX B****Defendants' Requests for Production Concerning In-Network Pricing and Participation**

| <b>RFP No.</b> | <b>Text of Request</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>Basis of Relevance</b>                                           |
|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| 2              | All final and/or executed contracts between You and any Defendant, including all amendments, modifications, and attachments to such contracts or associated statements of work.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Relevant Market; Alleged Restraint; Class Certification             |
| 6              | All final and/or executed contracts between Your practice and any facilities where the services for your Claims for OON Healthcare Goods or Services were rendered.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Relevant Market; Injury and Causation; Class Certification          |
| 7              | Documents sufficient to show any payment or remuneration Your practice received from facilities where the services for Your Claims for OON Healthcare Goods or Services were rendered.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Injury and Causation; Damages; Class Certification                  |
| 8              | Structured Data for the fields of data requested in Defendants' Request No. 3 and the additional fields listed below and in Attachment A, for each claim for OON services and in-network services at the most granular level that such Structured Data is kept, including at the claim or line level:<br>(a) Whether the service was provided in an emergency or non-emergency setting;<br>(b) Whether the facility at which the service was provided was in-network with the patient's Payor.                                                                                                                                                                                                                             | Relevant Market; Injury and Causation; Damages; Class Certification |
| 11             | Documents sufficient to show the Documents, assignments, paperwork, policies, or disclosures that Your practice or any facility at which You practice provides to patients concerning Your OON Healthcare Goods or Services, including but not limited to Documents relating to insurance coverage, disclosure of pricing, financial responsibility for services, or patient financing.                                                                                                                                                                                                                                                                                                                                    | Relevant Market; Class Certification                                |
| 12             | Copies of all office manuals, policies, guidelines, and procedures relating to disclosure of pricing; billing; collection of fees for OON Healthcare Goods or Services; Balance Billing; financial assistance for patients; and prompt pay discounts or any other types of discounts that are offered to out-of-network patients.                                                                                                                                                                                                                                                                                                                                                                                          | Relevant Market; Class Certification                                |
| 13             | All Communications with any government agency (including but not limited to departments of insurance, insurance commissioners, and state Attorneys General), the American Medical Association, state or local medical associations, or other professional organizations, regarding Reimbursement Rates, market conditions, competition, discounts, premiums, deductibles, co-payments, co-insurance, patient medical debt, Balance Billing, or the terms or conditions of any contract with a Payor, including but not limited to all Documents reflecting any complaints, appeals, criticisms, objections, grievances, or arbitrations regarding the Reimbursement Rates or other contractual terms offered by any Payor. | Relevant Market; Alleged Restraint; Class Certification             |



| RFP No. | Text of Request                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Basis of Relevance                                               |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|
| 14      | All Documents reflecting Your participation in any advocacy efforts relating to how any Payor (including, but not limited to, any Defendant) operates its business or relating to any legislation intended or likely to affect any Payor's business, including but not limited to advocacy efforts relating to OON reimbursement, Balance Billing, or medical debt.                                                                                                                                                                                                                          | Injury and Causation; Damages; Class Certification               |
| 17      | For each year, Your fee schedule(s), chargemaster(s), billed charges (to the extent different from your chargemaster), Reimbursement Rates, and other Documents sufficient to show: (a) all Healthcare Goods or Services provided by You and the accompanying CPT or HCPCS codes; (b) the list prices or submitted charges for all Healthcare Goods or Services provided by You, including any changes; and any other fees charged to OON patients in addition to those for specific medical services, whether styled as concierge fees, administrative cost fees, access fees, or the like. | Relevant Market; Alleged Restraint; Damages; Class Certification |
| 18      | All Documents that reference Your fee schedule, chargemaster, or billed charges in connection with any other price or Reimbursement Rate.                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Relevant Market; Damages; Class Certification                    |
| 19      | All Documents reflecting, referring to, or relating to the amount of payment that You expect or expected to receive in exchange for any services rendered.                                                                                                                                                                                                                                                                                                                                                                                                                                   | Relevant Market; Damages; Class Certification                    |
| 20      | All Documents and Communications reflecting any analysis of Your billed charges, fee schedules, and/or chargemasters, including all Documents and Communications related to the use of consultants, benchmarking reports, surveys, databases, or other third-party data sources to establish, review, or modify Your billed charges, fee schedules, and/or chargemasters.                                                                                                                                                                                                                    | Relevant Market; Damages; Class Certification                    |
| 21      | All Documents and Communications relating to the process for determining or confirming patient copay, coinsurance, authorization or preauthorization, in force insurance, or insurance fee caps.                                                                                                                                                                                                                                                                                                                                                                                             | Relevant Market; Class Certification                             |
| 22      | All Documents pertaining to the development, use, or distribution of any pricing benchmarking reports, surveys, analyses, or databases, whether developed internally or externally, pertaining to assessment of chargemaster rates, fee schedules, billed charges, or Reimbursement Rates, including contracts with the providers of any such reports, surveys, or databases.                                                                                                                                                                                                                | Relevant Market; Damages; Class Certification                    |
| 23      | All Communications and Documents related to the use of consultants or advisors regarding: (a) the Reimbursement Rates providers (including but not limited to Your practice) receive from Payors; (b) Your relationships with Payors; (c) Your attempts to negotiate with any Payor concerning Reimbursement Rates or fee schedules; (d) complaints You made to or about any Payor; (e) whether you should contract with or continue to contract with any Payor; or (f) Your impressions and beliefs regarding any Payor's business practices—including but not limited to                   | Relevant Market; Injury and Causation; Class Certification       |

| RFP No. | Text of Request                                                                                                                                                                                                                                                                                                                                                                                                               | Basis of Relevance                                      |
|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|
|         | all agreements with such consultants or advisors and Documents sufficient to show the fees paid to such consultants or advisors.                                                                                                                                                                                                                                                                                              |                                                         |
| 24      | Final and/or executed contracts between or governing the relationship between You and any Payor or, in the alternative, Documents sufficient to show: (a) the Provider Networks You have participated in; (b) the period of time You participated in each of those Provider Networks; and (c) the different payment arrangements that You have accepted for Healthcare Goods or Services.                                     | Relevant Market; Alleged Restraint; Class Certification |
| 25      | Documents sufficient to show, by CPT and HCPCS code, the contracted in-network rates or fee schedules You have accepted from any Payor for Healthcare Goods or Services.                                                                                                                                                                                                                                                      | Alleged Restraint; Damages; Class Certification         |
| 26      | All contracts with the Payors for the health benefit plan(s) you offer to Your employees, summary plan descriptions, and summaries of benefits for Your health benefit plan(s).                                                                                                                                                                                                                                               | Relevant Market; Class Certification                    |
| 27      | All correspondence with the Payors that provide health insurance or administer health benefits for Your employees concerning Zelis, determination of allowed amounts or reimbursement limits for OON Healthcare Goods or Services provided to Your employees (including Documents showing how such limits were selected), Repricing Services, or “shared savings” opportunities relating to OON Healthcare Goods or Services. | Relevant Market; Alleged Restraint; Class Certification |
| 28      | All contracts, including any modifications, amendments, or attachments thereto, You have entered into with any person or entity utilized by Your practice for Your revenue cycle management functions, billing of patients or Payors, or collections activity (including placement of liens).                                                                                                                                 | Injury and Causation; Damages; Class Certification      |
| 30      | Your practice’s financial statements and balance sheets, including the financial statement line-item detail for all revenue, expenses, and owner distributions, for each month.                                                                                                                                                                                                                                               | Injury and Causation; Damages; Class Certification      |
| 33      | Documents sufficient to show Your practice’s monthly (or the shortest period for which they are regularly prepared) profits, losses, gross income, and net income, for Your practice as a whole and broken out by in-network and out-of-network services.                                                                                                                                                                     | Injury and Causation; Damages; Class Certification      |
| 38      | All Documents discussing the reasons for any decrease in your practice’s financial or operational performance, including but not limited to the effect of COVID-19, changes in consumer demand, or the conduct of any Payor.                                                                                                                                                                                                  | Injury and Causation; Damages; Class Certification      |
| 40      | All Documents pertaining to any comparisons of the Reimbursement Rates paid by any Defendant and those paid by any other Defendant or Payor for any Healthcare Good or Service, including: (a) Your Communications concerning those comparisons; and (b) any analysis, study, or discussion of the reasons for the difference in Reimbursement Rates shown in such a comparison.                                              | Relevant Market; Alleged Restraint; Class Certification |

| <b>RFP No.</b> | <b>Text of Request</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>Basis of Relevance</b>                                    |
|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|
| 41             | All Documents and Communications showing attempted negotiations, whether successful or not, between You and any Payor (including but not limited to any of the Defendants) regarding Reimbursement Rates.                                                                                                                                                                                                                                                                                                   | Alleged Restraint; Injury and Causation; Class Certification |
| 46             | All correspondence, drafts, or other Documents reflecting Communications or negotiations related to contracts You have entered into with any Defendant.                                                                                                                                                                                                                                                                                                                                                     | Alleged Restraint; Injury and Causation; Class Certification |
| 48             | All Communications with any Payor regarding Reimbursement Rates, discounts, premiums, deductibles, co-payments, co-insurance, or the terms or conditions of any contract with a Defendant.                                                                                                                                                                                                                                                                                                                  | Relevant Market; Alleged Restraint; Class Certification      |
| 49             | All Documents reflecting any complaints, appeals, criticisms, objections, or grievances regarding the Reimbursement Rates or other contractual terms with any Payor, or regarding the appropriate categorization of claim adjustments as Contractual Obligation (X12 Code “CO”) versus Patient Responsibility (X12 Code “PR”).                                                                                                                                                                              | Alleged Restraint; Injury and Causation; Class Certification |
| 50             | All Documents discussing or comparing the Reimbursement Rates paid by Payors for Healthcare Goods or Services, whether using Zelis, any other Repricing Services, or no Repricing Services, including but not limited to Documents discussing or comparing the Reimbursement Rates that You have accepted as payment for Healthcare Goods or Services and Documents referencing any pros and cons or assessment of OON benefits of Repricing Services, including but not limited to those offered by Zelis. | Alleged Restraint; Damages; Class Certification              |
| 60             | All Documents and Communications relating to Your sales strategies, sales forecasts, and sales plans for recruitment or retention of OON patients, or treatment of patients at any facilities at which Your practice is OON but the facility is in-network.                                                                                                                                                                                                                                                 | Relevant Market; Injury and Causation; Class Certification   |

**APPENDIX C****Defendants' Requests for Production Concerning Plaintiffs' Financial Performance**

| <b>RFP No.</b> | <b>Text of Request</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>Basis of Relevance</b>                                                                                    |
|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|
| 28             | All contracts, including any modifications, amendments, or attachments thereto, You have entered into with any person or entity utilized by Your practice for Your revenue cycle management functions, billing of patients or Payors, or collections activity (including placement of liens).                                                                                                                                                                                                      | Third-Party Revenue Cycle Management and Patient Accounting; Causation; Class Certification                  |
| 31             | Your practice's federal and state tax returns for each calendar year, including Documents sufficient to show any taxpayer identification numbers You used and the facilities where the services for your Claims for OON Healthcare Goods or Services were rendered.                                                                                                                                                                                                                                | Plaintiffs' Alleged Financial Harm; Causation; Class Certification                                           |
| 32             | Your practice's policies and procedures relating to recognition of revenue from various sources of payment (e.g., Payors, patients, etc.), and Documents sufficient to identify the amount recognized/written off for each year due to actual or expected payment/non-payment by patients and Payors.                                                                                                                                                                                              | Relevant Market; Third-Party Revenue Cycle Management and Patient Accounting; Causation; Class Certification |
| 34             | Documents sufficient to show compensation (salary, benefits, bonuses, and other incentives), expense reimbursement, owner distribution, and/or other payments made by You and/or Your practice and/or paid to You, other providers in Your practice, and other employees or office staff employed by Your practice, including the breakdown by person and category of payment (e.g., salary, benefits, bonuses, other incentives, expense reimbursement, owner distribution, etc.), for each year. | Plaintiffs' Alleged Financial Harm; Causation; Class Certification                                           |
| 36             | For each year, Documents sufficient to show Your debt, discounts, or write-offs, by category, including but not limited to any business bankruptcy filings.                                                                                                                                                                                                                                                                                                                                        | Third-Party Revenue Cycle Management and Patient Accounting; Causation; Class Certification                  |

**APPENDIX D****Defendants' Requests for Production Concerning Plaintiffs' Billed Charges**

| <b>RFP No.</b> | <b>Text of Request</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>Basis of Relevance</b>                                                                  |
|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| 17             | For each year, Your fee schedule(s), chargemaster(s), billed charges (to the extent different from your chargemaster), Reimbursement Rates, and other Documents sufficient to show: (a) all Healthcare Goods or Services provided by You and the accompanying CPT or HCPCS codes; (b) the list prices or submitted charges for all Healthcare Goods or Services provided by You, including any changes; and any other fees charged to OON patients in addition to those for specific medical services, whether styled as concierge fees, administrative cost fees, access fees, or the like. | Procompetitive Benefits; Independent versus Concerted Action; Damages; Class Certification |
| 18             | All Documents that reference Your fee schedule, chargemaster, or billed charges in connection with any other price or Reimbursement Rate.                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Procompetitive Benefits; Independent versus Concerted Action; Damages; Class Certification |
| 19             | All Documents reflecting, referring to, or relating to the amount of payment that You expect or expected to receive in exchange for any services rendered.                                                                                                                                                                                                                                                                                                                                                                                                                                   | Procompetitive Benefits; Independent versus Concerted Action; Damages; Class Certification |
| 20             | All Documents and Communications reflecting any analysis of Your billed charges, fee schedules, and/or chargemasters, including all Documents and Communications related to the use of consultants, benchmarking reports, surveys, databases, or other third-party data sources to establish, review, or modify Your billed charges, fee schedules, and/or chargemasters.                                                                                                                                                                                                                    | Procompetitive Benefits; Independent versus Concerted Action; Damages; Class Certification |
| 22             | All Documents pertaining to the development, use, or distribution of any pricing benchmarking reports, surveys, analyses, or databases, whether developed internally or externally, pertaining to assessment of chargemaster rates, fee schedules, billed charges, or Reimbursement Rates, including contracts with the providers of any such reports, surveys, or databases.                                                                                                                                                                                                                | Procompetitive Benefits; Independent versus Concerted Action; Damages; Class Certification |

**APPENDIX E**  
**Defendants' Requests for Production Concerning Plaintiffs'**  
**Employer-Sponsored Health Plans**

| <b>RFP No.</b> | <b>Text of Request</b>                                                                                                                                                                                                                                                                                                                                                                                                        | <b>Basis of Relevance</b>                       |
|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|
| 26             | All contracts with the Payors for the health benefit plan(s) you offer to Your employees, summary plan descriptions, and summaries of benefits for Your health benefit plan(s).                                                                                                                                                                                                                                               | Relevant Market; Causation; Class Certification |
| 27             | All correspondence with the Payors that provide health insurance or administer health benefits for Your employees concerning Zelis, determination of allowed amounts or reimbursement limits for OON Healthcare Goods or Services provided to Your employees (including Documents showing how such limits were selected), Repricing Services, or “shared savings” opportunities relating to OON Healthcare Goods or Services. | Relevant Market; Causation; Class Certification |

**APPENDIX F****Defendants' Requests for Production Concerning Repricing Services Other than Zelis**

| <b>RFP No.</b> | <b>Text of Request</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>Basis of Relevance</b>                                      |
|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|
| 10             | All contracts with any person or entity pertaining to billing of Payors or patients (including Self-Pay patients) for OON Healthcare Goods or Services, including contracts with Payors, patients, and persons or entities who refer or recruit patients with coverage for OON Healthcare Goods or Services.                                                                                                                                                                                                                                 | Relevant Market;<br>Causation; Damages;<br>Class Certification |
| 24             | Final and/or executed contracts between or governing the relationship between You and any Payor or, in the alternative, Documents sufficient to show: (a) the Provider Networks You have participated in; (b) the period of time You participated in each of those Provider Networks; and (c) the different payment arrangements that You have accepted for Healthcare Goods or Services.                                                                                                                                                    | Relevant Market;<br>Causation; Damages;<br>Class Certification |
| 27             | All correspondence with the Payors that provide health insurance or administer health benefits for Your employees concerning Zelis, determination of allowed amounts or reimbursement limits for OON Healthcare Goods or Services provided to Your employees (including Documents showing how such limits were selected), Repricing Services, or "shared savings" opportunities relating to OON Healthcare Goods or Services.                                                                                                                | Relevant Market;<br>Causation; Damages;<br>Class Certification |
| 45             | All contracts or other Documents reflecting agreements (including any modifications, amendments, or attachments thereto) that Your practice has entered into with Zelis or any other Repricing Services, any Payor, or patients, regarding financing arrangements, responsibility for payment, or payment terms or conditions for OON Healthcare Goods or Services, including, for example, single case agreements.                                                                                                                          | Relevant Market;<br>Causation; Damages;<br>Class Certification |
| 46             | All correspondence, drafts, or other Documents reflecting Communications or negotiations related to contracts You have entered into with any Defendant.                                                                                                                                                                                                                                                                                                                                                                                      | Relevant Market;<br>Causation; Damages;<br>Class Certification |
| 50             | All Documents discussing or comparing the Reimbursement Rates paid by Payors for Healthcare Goods or Services, whether using Zelis, any other Repricing Services, or no Repricing Services, including but not limited to Documents discussing or comparing the Reimbursement Rates that You have accepted as payment for Healthcare Goods or Services and Documents referencing any pros and cons or assessment of OON benefits of Repricing Services, including but not limited to those offered by Zelis.                                  | Relevant Market;<br>Causation; Damages;<br>Class Certification |
| 64             | To the extent not requested elsewhere, all Documents relating to Your claimed injury and damages from the conduct alleged in the Complaint. This includes, but is not limited to, Plaintiffs' allegations that: <ul style="list-style-type: none"> <li>• "Repricing efforts instituted by the Commercial Payers have reduced Providers' salaries and forced private practitioners to consider other business arrangements or to close entirely. Defendants' repricing efforts have slashed pay for Providers." (Complaint ¶ 248);</li> </ul> | Causation; Damages;<br>Class Certification                     |

| RFP No. | Text of Request                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Basis of Relevance                                       |
|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
|         | <ul style="list-style-type: none"> <li>• “Some smaller Providers have been forced to consider joining a large hospital system or private-equity-backed group due to the drastic reduction in payments by Defendants as a result of the Zelis Conspiracy.” (<i>Id.</i>); and</li> <li>• “Some Providers’ payments were cut so dramatically they had to close their business, requiring patients to travel several hours to find treatment elsewhere.” (<i>Id.</i>).</li> </ul>                                                                                                                                                                                                                                                                                    |                                                          |
| 66      | All Documents relating to Your participation in any medical-related trade associations (including but not limited to state medical associations and the American Medical Association), including Documents related to attendance (in-person, telephonic, or otherwise) at any meeting or conference with representatives of such a trade association; minutes of meetings in which Defendants, other Payors, or Reimbursement Rates were discussed; membership on any advisory board, board of directors, committee, or other leadership structure affiliated with such a trade association; and/or the provision of Your Reimbursement Rates, revenue, net income (profit), payer sources, or other non-public data or information to such a trade association. | Relevant Market; Causation; Damages; Class Certification |



**APPENDIX G**  
**Defendants' Requests for Production: Uncategorized**

| <b>RFP No.</b> | <b>Text of Request</b>                                                                                                                                                                                                                                                                                                                                   | <b>Basis of Relevance</b>                                  |
|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|
| 59             | All Documents pertaining to Your consideration of whether to cease or limit treating particular patients based on their Payor's OON Reimbursement Rates, including all Documents in which you discuss or threaten such cessation or limitation.                                                                                                          | Relevant Market; Injury and Causation; Class Certification |
| 74             | All Documents related to any actual, proposed or threatened disciplinary action against You or any provider in Your practice, including but not limited to (a) any fines or penalties paid by Your practice related to the provision of Healthcare Goods or Services and/or (b) the loss or suspension of any license for any Provider in Your practice. | Injury and Causation; Damages; Class Certification         |

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS**

IN RE: ZELIS REPRICING ANTITRUST  
LITIGATION

*This Document Relates to:*  
All Actions

Lead Action Civil Action No.:  
1:25-cv-10734-BEM

Consolidated with Case Nos.:  
1:25-cv-11092-BEM  
1:25-cv-11167-BEM  
1:25-cv-11537-BEM

**DECLARATION OF MATTHEW L. MCGINNIS IN SUPPORT OF  
DEFENDANTS' MOTION TO COMPEL PRODUCTION OF DOCUMENTS**

I, Matthew L. McGinnis, declare as follows:

I am an attorney at the law firm of Ropes & Gray LLP, and I am an attorney in good standing in the Commonwealth of Massachusetts, Board of Bar Overseers No. 666120. I represent Defendants Zelis Healthcare, LLC, Zelis Claims Integrity, LLC, and Zelis Network Solutions, LLC (together, "Zelis") in the above-captioned matter. I have prepared this declaration upon my personal knowledge and review of available documentation.

1. Attached hereto as **Exhibit 1** is a true and accurate copy of Defendants' May 26, 2026 First Set of Requests for Production.

2. Attached hereto as **Exhibit 2** is a true and accurate copy of Plaintiffs' June 25, 2026 Responses and Objections to Defendants' First Set of Requests for Production.

3. Attached hereto as **Exhibit 3** is a true and accurate copy of Defendants' July 17, 2026 Letter to Plaintiffs (subject to concurrently-filed motion to seal).

4. Attached hereto as **Exhibit 4** is a true and accurate copy of Plaintiffs' August 4, 2026 Response to Defendants' July 17, 2026 Letter to Plaintiffs (subject to concurrently-filed motion to seal).

5. Attached hereto as **Exhibit 5** is a true and accurate copy of Defendants' August 13, 2026 Response to Plaintiffs' August 4, 2026 Letter (subject to concurrently-filed motion to seal).

6. Attached hereto as **Exhibit 6** is a true and accurate copy of Plaintiffs' August 17 Response to Defendants' August 13, 2026 Letter.

7. Attached hereto as **Exhibit 7** is a true and accurate copy of Plaintiffs' August 19, 2026 Response to Defendants' August 13, 2026 Letter.

8. Attached hereto as **Exhibit 8** is a true and accurate copy of Defendants' August 21, 2026 Response to Plaintiffs' August 17, 2026 and August 19, 2026 Letters (subject to concurrently-filed motion to seal).

9. Attached hereto as **Exhibit 9** is a true and accurate copy of Plaintiffs' August 24, 2026 Response to Defendants' August 21, 2024 Letter.

10. Attached hereto as **Exhibit 10** is a true and accurate copy of Defendants' August 26, 2026 Response to Plaintiffs' August 24, 2026 Letter (subject to concurrently-filed motion to seal).

11. Attached hereto as **Exhibit 11** is a true and accurate copy of Plaintiffs' August 28, 2026 Response to Defendants' August 26, 2026 Letter.

12. Attached hereto as **Exhibit 12** is a true and accurate copy of Defendants' August 29, 2026 Response to Plaintiffs' August 28, 2026 Letter (subject to concurrently-filed motion to seal).

13. Attached hereto as **Exhibit 13** is a true and accurate copy of email correspondence between Plaintiffs and Defendants dated between July 14, 2026 and August 31, 2026.

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

Executed this 31st day of August 2026

/s/ Matthew L. McGinnis

Matthew L. McGinnis (BBO# 666120)

**CERTIFICATE OF SERVICE**

I hereby certify that on August 31, 2026, I electronically filed the foregoing document with the Clerk of the Court using the Court's CM/ECF system, which will send notice of the filing to counsel of record.

/s/ Matthew L. McGinnis

Matthew L. McGinnis

# EXHIBIT 1

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS**

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IN RE: ZELIS REPRICING ANTITRUST  
LITIGATION

*This Document Relates to:*  
All Actions

---

) Lead Action Civil Action No.:

) 1:25-cv-10734-BEM

) Consolidated with Case Nos.:

) 1:25-cv-11092-BEM

) 1:25-cv-11167-BEM

) 1:25-cv-11537-BEM

**DEFENDANTS' FIRST SET OF REQUESTS FOR PRODUCTION TO PLAINTIFFS**

Defendants hereby request, pursuant to Federal Rules of Civil Procedure 26 and 34 and Local Rule 34.1, that Plaintiffs produce all of the documents requested below in their possession, custody, or control within 30 days after service of this First Set of Requests for Production of Documents.

**DEFINITIONS**

1. "Action" refers to the above-captioned litigation and each action assigned to that proceeding for consolidated pretrial proceedings.
2. "Any," "all," and "each" mean "each and all."
3. "Appeals" means all actions taken to contest a benefits determination, Claim for Reimbursement, or Patient Claim by You, a Patient, or party acting on either one's behalf, including informal requests for reconsideration, formal appeals, complaints, and grievances.
4. "Balance Billing" refers to the practice of a provider seeking payment from a patient (by issuing a bill to a patient or otherwise) for the difference in amount between what was paid by a Payor and the provider's billed charges.
5. "Claim" means a Claim for Reimbursement or a Patient Claim.

6. “Claim for Reimbursement” means a claim for reimbursement submitted to a Payor for goods or services provided during a Patient Encounter.

7. “Communication” or “Communicating” means the transmittal of information, including but not limited to any conversation, meeting, discussion, letter, memorandum, email message, website posting, note, or other transmittal of information, and includes any Document which refers to, reflects, transcribes, memorializes, or records any such Communication.

8. “Complaint” means the Amended and Consolidated Class Action Complaint, dated June 11, 2025 (ECF No. 39), filed in this Action, and any subsequently filed amended version of that Complaint.

9. “Defendants” means how Plaintiffs have used that term throughout the Complaint.

10. “Disputed Claim” means any Claim for Reimbursement or Patient Claim that You contend was under-reimbursed due to conduct alleged in the Complaint.

11. “Documents” is coextensive with the meanings of the terms “documents” and “electronically stored information” (“ESI”) in Rule 34 of the Federal Rules of Civil Procedure, and case law interpreting Rule 34.

12. “Government Program” means any program administered or coordinated by a government entity that includes coverage for Healthcare Goods or Services, including but not limited to Medicaid, Medicare, and Medicare Advantage.

13. “Healthcare Goods or Services” means a product or service provided by healthcare providers, including surgical facilities, chiropractors, and dental service providers. It includes what is referenced in the Complaint as “OON healthcare services.”

14. “Including” or “includes” means including without limitation.



15. “Managed Care Organization” or “MCO” means an entity that insures or administers health insurance plans, administrative-services-only (“ASO”) plans, and any other mechanism for healthcare financing that is sold and/or offered directly or through employers or groups to individuals or groups, including fully-insured plans, self-funded plans, preferred provider organization (“PPO”) plans, exclusive provider organization (“EPO”) plans, health maintenance organization (“HMO”) plans, and point of service (“POS”) plans.

16. “OON” means out of network.

17. “Patient Claim” means a bill submitted to a patient for goods or services provided during a Patient Encounter.

18. “Patient Encounter” means the provision of Healthcare Goods or Services to an individual patient on a specific date of service for which one or more Healthcare Goods or Services was billed or itemized on a Claim for Reimbursement or Patient Claim.

19. “Payor” refers to an MCO, third-party administrator, employee benefit plan or plan administrator, or Government Program.

20. “Plaintiffs,” “You,” and “Your” mean all named plaintiffs in the Complaint, any related entities, subsidiaries and affiliates, agents, employees, contractors, predecessors, and any other Person or entity authorized to act on a Plaintiff’s behalf, as well as any counsel acting on their behalf.

21. “Provider Network” means a group or collection of healthcare providers who have each agreed to provide Healthcare Goods or Services to individuals enrolled in a health plan.

22. “Reimbursement Rates” means the rates (or the allowed amounts) approved or allowed by a Payor for Healthcare Goods or Services.

23. “Repricing Services” means how Plaintiffs have used the terms “repricing” and “repricing services” in Paragraph 77 of and throughout the Complaint.

24. “Self-Pay” means individuals who pay for Healthcare Goods or Services entirely with their own funds.

25. “Structured Data” means data that are stored in a structured format, such as relational database management systems (e.g., SQL, Oracle, DB2, Microsoft SQL), NoSQL or non-relational databases (e.g., Redis, Amazon DynamoDB, Cassandra, Scylla, HBase).

26. “Zelis” means Defendants Zelis Healthcare, LLC, Zelis Claims Integrity, LLC, and Zelis Network Solutions, LLC.

27. The terms “Relate,” “Refer,” “Reflect,” “Concern,” and “Pertain” mean discussing, evidencing, mentioning, memorializing, describing, constituting, containing, analyzing, studying, reporting on, commenting on, recommending, concerning, reflecting, summarizing, referring to, pertaining to, supporting, refuting, and/or purporting to evidence, mention, memorialize, describe, constitute, contain, concern, reflect, summarize, refer to, support, refute, and/or in any way be relevant, in whole or in part.

28. The use of a singular form of any word includes the plural and vice versa.

### **INSTRUCTIONS**

1. Unless otherwise stated in a specific Request, these Requests seek responsive Documents for the period in which You allege that You are entitled to relief or to discovery (whichever is broader). Defendants reserve all rights to object to the scope of any discovery that Plaintiffs request in this case, including as to the relevant time period.

2. If, in responding to these Requests, You claim that any Request, Definition or Instruction is ambiguous, do not use such claim as a basis for refusing to respond, but rather set

forth as part of the response the language You claim is ambiguous and the interpretation of the language that You have used to respond to the Request.

3. If, in responding to these Requests, You object to any part of a Request, each part of said Request shall be treated separately. If an objection is made to one subpart, the remaining subpart(s) shall be responded to. If an objection is made on the basis that the Request or subpart thereof calls for information which is beyond the scope of discovery, the Request or subpart thereof shall be responded to, to the extent that it is not objectionable.

4. All Documents and information produced in response to these Requests, and any assertions of privilege that are made, shall be consistent with the forthcoming Stipulated Order Regarding Production of Electronically Stored Information and Paper Documents, the Stipulated HIPAA-Qualified Protective Order, the Stipulated Preservation Order, and any other orders to be entered by the Court. The parties shall treat the Proposed Stipulated HIPAA-Qualified Protective Order as the operative protective order in this Action if the Proposed Protective Order is pending the Court's ruling.

5. You shall produce all Documents within Your custody or control.

6. These Requests apply only to the extent that the requested Documents have not yet been produced in this Action.

7. The use of the singular shall be deemed to include the plural, and the use of masculine, feminine, or neutral genders shall include each gender, as appropriate in context.

8. You shall construe each Request herein independently and not with reference to any other Request for the purposes of limitation.

9. The connectives “and,” “or,” and “and/or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the Request all responses that might otherwise be construed to be outside of its scope.

10. The terms “all,” “any,” “each,” and “every” shall be construed as both “each” and “every” to bring within the scope of the Request all responses which might otherwise be construed to be outside of its scope.

11. If You believe that any person or entity might have custody or control of any Document that You contend is not within Your custody or control but is otherwise responsive to any part of this Request, You shall state so and shall identify the person or entity that You believe might have custody or control of that Document.

12. You shall specifically identify the source(s) or derivation(s) of each Document.

13. You shall produce each Document in its entirety, without abbreviation or redaction.

14. You shall produce all Documents in the order and manner that they are kept in the usual course of business. You shall produce all Documents in their original folders, binders, covers, or containers (or You shall provide properly sequenced photocopies thereof).

15. You shall produce as a separate Document any Document that contains any notation, addition, insertion, or marking of any kind that renders it not entirely identical to a version of that Document without such marks.

16. If any portion of any Document is responsive to any of these Requests, You shall produce the entire Document including, but not limited to, all cover sheets, appendices, or attachments.

17. If You contend that part of a Request is objectionable, You shall state the basis for Your objection with specificity, and You shall respond to that part of the Request that You do not contend is objectionable.

18. If You contend that You do not understand the definition of any term or phrase used in a Request, You shall explain in detail what it is that You do not understand about the term or phrase at issue, and You shall respond to that part of the Request that You do understand.

19. If You contend that any part of a Request is overbroad, You shall explain in detail why it is that You consider that part of the Request to be overbroad, and You shall respond to the remainder of the Request that You do not consider to be overbroad.

20. If no Document exists which is responsive to a particular Request, You shall state so.

21. If, after responding to these Requests, You obtain or become aware of any additional Documents that are directly or indirectly responsive to any part of any of these Requests, You shall promptly produce any additional responsive Documents. If, after answering these Requests, You learn that any part of any answer or objection to any of these Requests is incomplete, incorrect, or improper, You shall promptly provide a supplementary written answer and shall produce any additional responsive Documents.

22. If any Document covered by these Requests is withheld by reasons of a claim of privilege, a log is to be furnished identifying any such Document for which the privilege is claimed by providing the information required by law and the parties' agreements.

23. If a Request seeks final and/or executed agreements or contracts, You shall produce all responsive Documents that were entered into or were in effect during the period in which you allege that you are entitled to relief or to discovery (whichever is broader).

## **REQUESTS FOR PRODUCTION**

### **REQUEST FOR PRODUCTION NO. 1:**

For each year, organizational charts or similar Documents sufficient to show the names, titles, and reporting relationships of Your employees, consultants, or other individuals with responsibility for pricing, billing, collection, and relationships with Zelis, Payors, and patients with regard to OON Healthcare Goods or Services.

### **REQUEST FOR PRODUCTION NO. 2:**

All final and/or executed contracts between You and any Defendant, including all amendments, modifications, and attachments to such contracts or associated statements of work.

### **REQUEST FOR PRODUCTION NO. 3:**

Documents sufficient to identify the fields reflecting the availability of Structured Data reflecting the information described in Attachment A pertaining to Your Patient Encounters. It is Defendants' expectation that the parties will meet and confer to understand what data fields each Plaintiff has that are responsive to the specific categories described in Attachment A.

### **REQUEST FOR PRODUCTION NO. 4:**

All Documents regarding Your efforts to obtain payments from patients or Payors for OON Healthcare Goods or Services, including but not limited to revenue reports, revenue cycle management reports, or similar Documents that specifically describe or reflect the use or non-use of Zelis's products or services in connection with Your efforts to obtain payments from patients or Payors for OON Healthcare Goods or Services.

### **REQUEST FOR PRODUCTION NO. 5:**

All Documents in Your possession, custody, or control—such as meeting minutes, summaries, agendas, talking points, and presentations—showing the topics and substance of any

meetings, whether internal or external, regarding pricing and payment for OON Healthcare Goods or Services.

**REQUEST FOR PRODUCTION NO. 6:**

All final and/or executed contracts between Your practice and any facilities where the services for your Claims for OON Healthcare Goods or Services were rendered.

**REQUEST FOR PRODUCTION NO. 7:**

Documents sufficient to show any payment or remuneration Your practice received from facilities where the services for Your Claims for OON Healthcare Goods or Services were rendered.

**REQUEST FOR PRODUCTION NO. 8:**

Structured Data for the fields of data requested in Defendants' Request No. 3 and the additional fields listed below and in Attachment A, for each claim for OON services and in-network services at the most granular level that such Structured Data is kept, including at the claim or line level:

- (a) Whether the service was provided in an emergency or non-emergency setting;
- (b) Whether the facility at which the service was provided was in-network with the patient's Payor.

**REQUEST FOR PRODUCTION NO. 9:**

Documents sufficient to interpret and understand any Structured Data produced by Plaintiffs, including but not limited to data dictionaries, look-up tables, system manuals, and explanations of acronyms used in the Structured Data. To the extent that such information has changed during the time period covered by the structured data production, provide information identifying which versions apply to each individual item of information produced in response to Defendants' Request No. 3.

**REQUEST FOR PRODUCTION NO. 10:**

All contracts with any person or entity pertaining to billing of Payors or patients (including Self-Pay patients) for OON Healthcare Goods or Services, including contracts with Payors, patients, and persons or entities who refer or recruit patients with coverage for OON Healthcare Goods or Services.

**REQUEST FOR PRODUCTION NO. 11:**

Documents sufficient to show the Documents, assignments, paperwork, policies, or disclosures that Your practice or any facility at which You practice provides to patients concerning Your OON Healthcare Goods or Services, including but not limited to Documents relating to insurance coverage, disclosure of pricing, financial responsibility for services, or patient financing.

**REQUEST FOR PRODUCTION NO. 12:**

Copies of all office manuals, policies, guidelines, and procedures relating to disclosure of pricing; billing; collection of fees for OON Healthcare Goods or Services; Balance Billing; financial assistance for patients; and prompt pay discounts or any other types of discounts that are offered to out-of-network patients.

**REQUEST FOR PRODUCTION NO. 13:**

All Communications with any government agency (including but not limited to departments of insurance, insurance commissioners, and state Attorneys General), the American Medical Association, state or local medical associations, or other professional organizations, regarding Reimbursement Rates, market conditions, competition, discounts, premiums, deductibles, co-payments, co-insurance, patient medical debt, Balance Billing, or the terms or conditions of any contract with a Payor, including but not limited to all Documents reflecting any



complaints, appeals, criticisms, objections, grievances, or arbitrations regarding the Reimbursement Rates or other contractual terms offered by any Payor.

**REQUEST FOR PRODUCTION NO. 14:**

All Documents reflecting Your participation in any advocacy efforts relating to how any Payor (including, but not limited to, any Defendant) operates its business or relating to any legislation intended or likely to affect any Payor's business, including but not limited to advocacy efforts relating to OON reimbursement, Balance Billing, or medical debt.

**REQUEST FOR PRODUCTION NO. 15:**

A copy of any legal complaint filed (a) against You by any patient or Payor pertaining to alleged overcharging, non-payment, or underpayment for OON Healthcare Goods or Services, or (b) by You against any patient or Payor pertaining to alleged overcharging, non-payment, or underpayment for OON Healthcare Goods or Services.

**REQUEST FOR PRODUCTION NO. 16:**

To the extent not requested elsewhere, all Documents relating to Your allegations in the Complaint regarding Balance Billing. This includes, but is not limited to, Plaintiffs' allegations that:

- “Any injury to a patient is derivative and may not occur at all if there is a balance billing prohibition. Even if there is no such prohibition by contract or by governmental regulation, a patient's injury depends on whether the provider is willing or able to force the patient to pay the remainder.” (Complaint ¶ 345);
- “In the real world, Providers don't feel they have the option to go after patients for the full amount, whether due to a patient's lack of resources or patient relationship concerns.” (*Id.*); and
- “Going after a patient means the Provider suffers additional injury as far as the lost time value of money, expended effort, opportunity costs of use of limited resources, additional internal office expense to recover payment, loss of goodwill with customers, tarnish to reputation in the community, cost for a collections agent or attorney (which will take a cut of the total payment), and the distraction from the ability to maintain or improve quality of services.” (*Id.*).

**REQUEST FOR PRODUCTION NO. 17:**

For each year, Your fee schedule(s), chargemaster(s), billed charges (to the extent different from your chargemaster), Reimbursement Rates, and other Documents sufficient to show: (a) all Healthcare Goods or Services provided by You and the accompanying CPT or HCPCS codes; (b) the list prices or submitted charges for all Healthcare Goods or Services provided by You, including any changes; and any other fees charged to OON patients in addition to those for specific medical services, whether styled as concierge fees, administrative cost fees, access fees, or the like.

**REQUEST FOR PRODUCTION NO. 18:**

All Documents that reference Your fee schedule, chargemaster, or billed charges in connection with any other price or Reimbursement Rate.

**REQUEST FOR PRODUCTION NO. 19:**

All Documents reflecting, referring to, or relating to the amount of payment that You expect or expected to receive in exchange for any services rendered.

**REQUEST FOR PRODUCTION NO. 20:**

All Documents and Communications reflecting any analysis of Your billed charges, fee schedules, and/or chargemasters, including all Documents and Communications related to the use of consultants, benchmarking reports, surveys, databases, or other third-party data sources to establish, review, or modify Your billed charges, fee schedules, and/or chargemasters.

**REQUEST FOR PRODUCTION NO. 21:**

All Documents and Communications relating to the process for determining or confirming patient copay, coinsurance, authorization or preauthorization, in force insurance, or insurance fee caps.

**REQUEST FOR PRODUCTION NO. 22:**

All Documents pertaining to the development, use, or distribution of any pricing benchmarking reports, surveys, analyses, or databases, whether developed internally or externally, pertaining to assessment of chargemaster rates, fee schedules, billed charges, or Reimbursement Rates, including contracts with the providers of any such reports, surveys, or databases.

**REQUEST FOR PRODUCTION NO. 23:**

All Communications and Documents related to the use of consultants or advisors regarding: (a) the Reimbursement Rates providers (including but not limited to Your practice) receive from Payors; (b) Your relationships with Payors; (c) Your attempts to negotiate with any Payor concerning Reimbursement Rates or fee schedules; (d) complaints You made to or about any Payor; (e) whether you should contract with or continue to contract with any Payor; or (f) Your impressions and beliefs regarding any Payor's business practices—including but not limited to all agreements with such consultants or advisors and Documents sufficient to show the fees paid to such consultants or advisors.

**REQUEST FOR PRODUCTION NO. 24:**

Final and/or executed contracts between or governing the relationship between You and any Payor or, in the alternative, Documents sufficient to show: (a) the Provider Networks You have participated in; (b) the period of time You participated in each of those Provider Networks; and (c) the different payment arrangements that You have accepted for Healthcare Goods or Services.

**REQUEST FOR PRODUCTION NO. 25:**

Documents sufficient to show, by CPT and HCPCS code, the contracted in-network rates or fee schedules You have accepted from any Payor for Healthcare Goods or Services.

**REQUEST FOR PRODUCTION NO. 26:**

All contracts with the Payors for the health benefit plan(s) you offer to Your employees, summary plan descriptions, and summaries of benefits for Your health benefit plan(s).

**REQUEST FOR PRODUCTION NO. 27:**

All correspondence with the Payors that provide health insurance or administer health benefits for Your employees concerning Zelis, determination of allowed amounts or reimbursement limits for OON Healthcare Goods or Services provided to Your employees (including Documents showing how such limits were selected), Repricing Services, or “shared savings” opportunities relating to OON Healthcare Goods or Services.

**REQUEST FOR PRODUCTION NO. 28:**

All contracts, including any modifications, amendments, or attachments thereto, You have entered into with any person or entity utilized by Your practice for Your revenue cycle management functions, billing of patients or Payors, or collections activity (including placement of liens).

**REQUEST FOR PRODUCTION NO. 29:**

All presentations by or to Your practice’s owners, lenders, investors (including affiliated private equity investors), members, or board concerning Your practice’s actual or projected financial performance or strategic plans.

**REQUEST FOR PRODUCTION NO. 30:**

Your practice’s financial statements and balance sheets, including the financial statement line-item detail for all revenue, expenses, and owner distributions, for each month.

**REQUEST FOR PRODUCTION NO. 31:**

Your practice's federal and state tax returns for each calendar year, including Documents sufficient to show any taxpayer identification numbers You used and the facilities where the services for your Claims for OON Healthcare Goods or Services were rendered.

**REQUEST FOR PRODUCTION NO. 32:**

Your practice's policies and procedures relating to recognition of revenue from various sources of payment (e.g., Payors, patients, etc.), and Documents sufficient to identify the amount recognized/written off for each year due to actual or expected payment/non-payment by patients and Payors.

**REQUEST FOR PRODUCTION NO. 33:**

Documents sufficient to show Your practice's monthly (or the shortest period for which they are regularly prepared) profits, losses, gross income, and net income, for Your practice as a whole and broken out by in-network and out-of-network services.

**REQUEST FOR PRODUCTION NO. 34:**

Documents sufficient to show compensation (salary, benefits, bonuses, and other incentives), expense reimbursement, owner distribution, and/or other payments made by You and/or Your practice and/or paid to You, other providers in Your practice, and other employees or office staff employed by Your practice, including the breakdown by person and category of payment (e.g., salary, benefits, bonuses, other incentives, expense reimbursement, owner distribution, etc.), for each year.

**REQUEST FOR PRODUCTION NO. 35:**

For each year, Documents sufficient to show the itemized costs of maintaining Your practice, including but not limited to: (a) the maintenance of equipment, technology, or tools used

in Your practice and the cost of acquiring or leasing such equipment, technology, or tools; and (b) the costs of rent, utilities, supplies, billing, training of staff, malpractice insurance, sanitation, and records maintenance systems; and any other Documents showing Your practice's cost of care per patient or cost of care per service line.

**REQUEST FOR PRODUCTION NO. 36:**

For each year, Documents sufficient to show Your debt, discounts, or write-offs, by category, including but not limited to any business bankruptcy filings.

**REQUEST FOR PRODUCTION NO. 37:**

Documents sufficient to show: (a) any applications for support, financial relief, paycheck protection, loans, or loan forgiveness sought by You and/or Your practice; (b) the relief or support received; and (c) the entity that provided the relief or support.

**REQUEST FOR PRODUCTION NO. 38:**

All Documents discussing the reasons for any decrease in your practice's financial or operational performance, including but not limited to the effect of COVID-19, changes in consumer demand, or the conduct of any Payor.

**REQUEST FOR PRODUCTION NO. 39:**

All Documents discussing any link between OON reimbursement and any decision whether Your practice would provide new services and/or acquire new equipment or technology, or cease to provide certain services and/or relinquish any equipment or technology.

**REQUEST FOR PRODUCTION NO. 40:**

All Documents pertaining to any comparisons of the Reimbursement Rates paid by any Defendant and those paid by any other Defendant or Payor for any Healthcare Good or Service, including: (a) Your Communications concerning those comparisons; and (b) any analysis, study,

or discussion of the reasons for the difference in Reimbursement Rates shown in such a comparison.

**REQUEST FOR PRODUCTION NO. 41:**

All Documents and Communications showing attempted negotiations, whether successful or not, between You and any Payor (including but not limited to any of the Defendants) regarding Reimbursement Rates.

**REQUEST FOR PRODUCTION NO. 42:**

All Documents related to Your consideration of whether or not to contract with any Payor or Provider Network (including but not limited to any of Defendants)—regardless of whether those discussions resulted in You contracting with that Payor or Provider Network—and any correspondence, drafts, or other Documents reflecting any such consideration.

**REQUEST FOR PRODUCTION NO. 43:**

All Communications between You or any of Your agents, including billing agents, and Defendants regarding payment or reimbursement for OON Healthcare Goods or Services, including but not limited to negotiations, whether successful or not.

**REQUEST FOR PRODUCTION NO. 44:**

All Documents identifying, listing, tracking, or otherwise analyzing the actual or potential financial impact on Your practice of participating in a Payor's Provider Network, or of remaining (or becoming) an OON provider.

**REQUEST FOR PRODUCTION NO. 45:**

All contracts or other Documents reflecting agreements (including any modifications, amendments, or attachments thereto) that Your practice has entered into with Zelis or any other Repricing Services, any Payor, or patients, regarding financing arrangements, responsibility for

payment, or payment terms or conditions for OON Healthcare Goods or Services, including, for example, single case agreements.

**REQUEST FOR PRODUCTION NO. 46:**

All correspondence, drafts, or other Documents reflecting Communications or negotiations related to contracts You have entered into with any Defendant.

**REQUEST FOR PRODUCTION NO. 47:**

All Documents discussing the benefits or disadvantages to You from participating in any Provider Network or contracting with any Payor, including all Communications with any consultant or person hired to analyze the effects (positive, neutral, or negative) of participating in any Provider Network or contracting with any MCO.

**REQUEST FOR PRODUCTION NO. 48:**

All Communications with any Payor regarding Reimbursement Rates, discounts, premiums, deductibles, co-payments, co-insurance, or the terms or conditions of any contract with a Defendant.

**REQUEST FOR PRODUCTION NO. 49:**

All Documents reflecting any complaints, appeals, criticisms, objections, or grievances regarding the Reimbursement Rates or other contractual terms with any Payor, or regarding the appropriate categorization of claim adjustments as Contractual Obligation (X12 Code “CO”) versus Patient Responsibility (X12 Code “PR”).

**REQUEST FOR PRODUCTION NO. 50:**

All Documents discussing or comparing the Reimbursement Rates paid by Payors for Healthcare Goods or Services, whether using Zelis, any other Repricing Services, or no Repricing Services, including but not limited to Documents discussing or comparing the Reimbursement



Rates that You have accepted as payment for Healthcare Goods or Services and Documents referencing any pros and cons or assessment of OON benefits of Repricing Services, including but not limited to those offered by Zelis.

**REQUEST FOR PRODUCTION NO. 51:**

Documents sufficient to show the geographic areas in which You promote or market Your Healthcare Goods or Services, including but not limited to Documents sufficient to show where and for what locations You have placed advertisements for Your services, or Your patient service area(s).

**REQUEST FOR PRODUCTION NO. 52:**

Documents related to any market analysis done by or for You, including but not limited to analyses of competitors; anticipated pool and mix of patients (including by coverage status, e.g., in-network vs. OON); or revenue/profitability assessments based on Payor, type of insurance product, or patient's network status.

**REQUEST FOR PRODUCTION NO. 53:**

All Documents related to Plaintiffs' contention that the market for "OON healthcare services as sold by out-of-network Providers and as purchased by Commercial Payers" is a separate, standalone market.

**REQUEST FOR PRODUCTION NO. 54:**

All Documents and Communications in which You have asserted that one or more Defendants were paying below-market rates for Healthcare Goods or Services or were engaged in a scheme to fix or depress Reimbursement Rates.

**REQUEST FOR PRODUCTION NO. 55:**

Documents sufficient to identify all Claims that You allege were underpaid due to the alleged conspiracy between Defendants, and for each such Claim, all Documents regarding actions You took with respect to those Claims, including any appeals, balance bills, and notices sent to patients, and communications with Zelis or the Payor to whom the Claim was submitted.

**REQUEST FOR PRODUCTION NO. 56:**

All Documents related to the alleged conspiracy between Defendants regarding Zelis, including but not limited to Defendants' alleged knowledge of other Payors' use of Zelis's services and Communications regarding any data sent to Zelis and any Documents regarding providers' refusal or inability to treat patients associated with a particular Payor as set forth in the Complaint (including but not limited to any contentions that You would not continue to provide services to a Payor's subscribers unless that Payor paid the reimbursement amount You demanded).

**REQUEST FOR PRODUCTION NO. 57:**

All Documents discussing or otherwise relating to Defendants' alleged uses of Zelis's services or products, including but not limited to Zelis's Established Reimbursement Schedule, Reference-Based Pricing, negotiation services, or provider networks.

**REQUEST FOR PRODUCTION NO. 58:**

All Communications with third parties, including Your patients, any government or regulatory body, or the media, regarding Defendants' use of Zelis's services or the subject matter of the allegations of the Complaint.

**REQUEST FOR PRODUCTION NO. 59:**

All Documents pertaining to Your consideration of whether to cease or limit treating particular patients based on their Payor's OON Reimbursement Rates, including all Documents in which you discuss or threaten such cessation or limitation.

**REQUEST FOR PRODUCTION NO. 60:**

All Documents and Communications relating to Your sales strategies, sales forecasts, and sales plans for recruitment or retention of OON patients, or treatment of patients at any facilities at which Your practice is OON but the facility is in-network.

**REQUEST FOR PRODUCTION NO. 61:**

All Documents and Communications concerning the relationship between Reimbursement Rates and patient volume.

**REQUEST FOR PRODUCTION NO. 62:**

All Documents relating to any consideration of or decision to cease providing OON Healthcare Goods or Services to patients associated with a particular Payor, or to reduce or forego spending on improving care or offering charitable care because of underpayments by Payors for OON Healthcare Goods or Services.

**REQUEST FOR PRODUCTION NO. 63:**

All Documents concerning when You discovered that You had been allegedly harmed by any of the Defendants' allegedly illegal conduct.

**REQUEST FOR PRODUCTION NO. 64:**

To the extent not requested elsewhere, all Documents relating to Your claimed injury and damages from the conduct alleged in the Complaint. This includes, but is not limited to, Plaintiffs' allegations that:

- “Repricing efforts instituted by the Commercial Payers have reduced Providers’ salaries and forced private practitioners to consider other business arrangements or to close entirely. Defendants’ repricing efforts have slashed pay for Providers.” (Complaint ¶ 248);
- “Some smaller Providers have been forced to consider joining a large hospital system or private-equity-backed group due to the drastic reduction in payments by Defendants as a result of the Zelis Conspiracy.” (*Id.*); and
- “Some Providers’ payments were cut so dramatically they had to close their business, requiring patients to travel several hours to find treatment elsewhere.” (*Id.*).

**REQUEST FOR PRODUCTION NO. 65:**

All Documents relating to any Certificate of Need filing or approval (or similar regulatory evaluation of the potential impact of Your practice on health care costs or competition) relating to Your practice.

**REQUEST FOR PRODUCTION NO. 66:**

All Documents relating to Your participation in any medical-related trade associations (including but not limited to state medical associations and the American Medical Association), including Documents related to attendance (in-person, telephonic, or otherwise) at any meeting or conference with representatives of such a trade association; minutes of meetings in which Defendants, other Payors, or Reimbursement Rates were discussed; membership on any advisory board, board of directors, committee, or other leadership structure affiliated with such a trade association; and/or the provision of Your Reimbursement Rates, revenue, net income (profit), payer sources, or other non-public data or information to such a trade association.

**REQUEST FOR PRODUCTION NO. 67:**

All Documents, including reports, charts, or summaries, regarding independent dispute resolution (IDR) submissions by Your practice under the No Surprises Act, and the arbitration award (if any) associated with each such submission.

**REQUEST FOR PRODUCTION NO. 68:**

All Documents quoted, copied, excerpted, or otherwise referenced in Your Complaint or Rule 26(a) disclosures, or on which You have relied in support of Your allegations and claims.<sup>1</sup>

**REQUEST FOR PRODUCTION NO. 69:**

The “Rule 11 file” compiled by or on behalf of Plaintiffs or Plaintiffs’ counsel in connection with this Action, as referenced by Plaintiffs’ counsel during the January 15, 2026 Motion Hearing (ECF No. 181 at 73:16–19).

**REQUEST FOR PRODUCTION NO. 70:**

All Documents and Communications comprising the “[a]dditional research, specific to the parties at issue,” that “was conducted as part of investigating the *Zelis* matter,” as referenced in Plaintiffs’ Opposition to Defendants’ Joint Motion to Dismiss the Amended and Consolidated Class Action Complaint (ECF No. 129 at 37).

**REQUEST FOR PRODUCTION NO. 71:**

All Documents You receive in response to any subpoena served in connection with this Action.

**REQUEST FOR PRODUCTION NO. 72:**

All Communications between You and any other Plaintiff relating to any Defendant or other Payor that You contend is a co-conspirator with any Defendant.

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<sup>1</sup> For the Complaint, this Request includes but is not limited to the materials cited or referenced in paragraphs 8, 9, 13, 57, 66, 79, 83, 86, 99, 103, 109, 110, 114, 115, 129, 133, 135, 136, 141, 144, 156, 157, 159, 161, 162, 166, 182, 191, 193, 198, 199, 202, 205, 207, 214, 225, 247, 248, 249, 254, 270, 273, 288, 292, 296, 298, 301, 302, 305, 315, 348, 357, 360, 361, 367, 374.

**REQUEST FOR PRODUCTION NO. 73:**

All Communications concerning this Action, or any pending or potential antitrust claims against any Defendant.

**REQUEST FOR PRODUCTION NO. 74:**

All Documents related to any actual, proposed or threatened disciplinary action against You or any provider in Your practice, including but not limited to (a) any fines or penalties paid by Your practice related to the provision of Healthcare Goods or Services and/or (b) the loss or suspension of any license for any Provider in Your practice.

**REQUEST FOR PRODUCTION NO. 75:**

All Documents upon which You intend to rely to support Your claims.

Dated: May 26, 2026

/s/ Katherine Anne Trefz

George Borden  
Katherine Anne Trefz\*  
Jonathan Pitt\*  
**WILLIAMS & CONNOLLY LLP**  
680 Maine Avenue SW  
Washington, DC 20024  
Telephone: 202-403-5038  
gborden@wc.com  
ktrefz@wc.com  
jpitt@wc.com

***Attorneys for Defendant Aetna, Inc.***

/s/ Brett J. Boskiewicz

Brett J. Boskiewicz (BBO No. 656545)  
**McDERMOTT WILL & SCHULTE LLP**  
200 Clarendon Street  
Boston, MA 02116  
Telephone: (617) 535-4000  
bboskiewicz@mcdermottlaw.com

/s/ Matthew L. McGinnis

Matthew L. McGinnis (BBO# 666120)  
Jane E. Willis (BBO# 568024)  
Sandra H. Masselink (BBO# 696687)  
**ROPES & GRAY LLP**  
Prudential Tower  
800 Boylston Street  
Boston, MA 02199  
Telephone: (617) 951-7000  
Jane.Willis@ropesgray.com  
Matthew.McGinnis@ropesgray.com  
Sandra.Masselink@ropesgray.com

Casey Kyung-Se Lee\*  
**ROPES & GRAY LLP**  
1211 Avenue of the Americas  
New York, NY 10036  
Telephone: (212) 596-9000  
Casey.Lee@ropesgray.com

***Attorneys for Defendants Zelis  
Healthcare, LLC, Zelis Claims Integrity,  
LLC, and Zelis Network Solutions, LLC***

Joshua B. Simon\*  
Warren Haskel\*  
Emily T. Chen\*  
Chelsea Cosillos\*

**McDERMOTT WILL & SCHULTE LLP**

One Vanderbilt Avenue  
New York, NY 10017  
Telephone: (212) 547-5400  
jsimon@mcdermottlaw.com  
whaskel@mcdermottlaw.com  
echen@mcdermottlaw.com  
ccosillos@mcdermottlaw.com

***Attorneys for Defendant The Cigna Group***

/s/ W. David Maxwell

Maria R. Durant (BBO #558906)  
Alexandra W. Bailey (BBO #676145)  
**HOGAN LOVELLS US LLP**  
125 High Street, Ste. 2010  
Boston, MA 02110  
Telephone: (617) 371-1024  
maria.durant@hoganlovells.com  
alexandra.bailey@hoganlovells.com

E. Desmond Hogan\*  
Justin Bernick\*  
W. David Maxwell\*  
**HOGAN LOVELLS US LLP**  
Columbia Square  
555 Thirteenth Street, NW  
Washington, DC 20004  
Telephone: (202) 637-5600  
desmond.hogan@hoganlovells.com  
justin.bernick@hoganlovells.com  
david.maxwell@hoganlovells.com

***Attorneys for Defendant Elevance Health, Inc.***

/s/ Scott C. Solberg

Scott C. Solberg\*  
Vanessa G. Jacobsen\*  
Benjamin E. Waldin\*  
**EIMER STAHL LLP**  
224 South Michigan Ave., Suite 1100  
Chicago, IL 60604  
Telephone: (312) 660-7600  
ssolberg@eimerstahl.com  
vjacobsen@eimerstahl.com  
bwaldin@eimerstahl.com

David B. Schwartz\*  
Justin D. Kingsolver\*  
Lily Rudy\*  
**BRYAN CAVE LEIGHTON PAISNER LLP**  
1155 F Street NW, Suite 700  
Washington, DC 20004  
Telephone: (202) 508-6000  
david.schwartz@bclplaw.com  
justin.kingsolver@bclplaw.com  
lily.rudy@bclplaw.com

Justin P. O'Brien  
**LOVETT O'BRIEN LLP**  
155 Federal Street, Suite 1300  
Boston, MA 02110  
Tel: (617) 371-1035  
jobrien@lovettobrien.com

***Attorneys for Defendant Humana Inc.***

/s/ Joshua Lipton

Rachel S. Brass\*  
Joseph A. Gorman\*  
**GIBSON, DUNN & CRUTCHER LLP**  
One Embarcadero Center Suite 2600  
San Francisco, CA 94111  
Telephone: 415-393-8293  
rbrass@gibsondunn.com  
jgorman@gibsondunn.com

Heather L. Richardson\*  
Christopher D. Dusseault\*  
Joshua Lipton\*

**GIBSON, DUNN & CRUTCHER LLP**

333 South Grand Ave., 54<sup>th</sup> Floor

Los Angeles, CA 90071

Telephone: 213-229-7409

hrichardson@gibsondunn.com

Allison O'Neil (BBO # 641330)

Kara Kelleher (BBO # 713274)

**TROUTMAN PEPPER LOCKE**

111 Huntington Ave., 9th Floor

Boston, MA 02199

Telephone: 617-443-3744

Allison.oneil@troutman.com

Kara.kelleher@troutman.com

*Attorneys for Defendant UnitedHealth  
Group, Inc.*



**ATTACHMENT A TO DEFENDANTS' FIRST RFPS**

1. Any numerical identifier used by You to identify the Patient Encounter;
2. Patient name;
3. Patient residential address (street name and address number, city, state, and zip code);
4. Patient Date of Birth (or, if unavailable, Patient Age)
5. Patient Gender
6. Date(s) of service and admission/discharge date(s);
7. Provider Name(s) (e.g. servicing and billing);
8. Provider NPI
9. Provider Tax ID
10. Provider address
11. Provider City
12. Provider State
13. Provider Zip Code
14. Provider County
15. CMS Place of Service Code (professional claims)
16. CMS Type of Bill (facility claims)
17. Medicare ID
18. Medicaid ID
19. Name and address of the facility where the Patient Encounter occurred;
20. Any numerical identifier or code used by You to identify the Claim, such as a unique claim ID;
21. The type of Claim (i.e., whether it is a patient bill or a claim submitted to a Payor);
22. Claim Line Number
23. Indicator if the Claim line was paid/denied/disallowed

24. The name and identifier of the patient's Payor and Payor type (e.g., PPO, EPO, HMO, POS, Medicare Advantage, Medicaid, etc.);
25. Whether You participated in the Payor's network at the time of the Patient Encounter, and related information and parameters of coverage;
26. Employer/plan sponsor information
27. For each Healthcare Good or Service itemized on the Claim, provide the following:
  - a) description of the Healthcare Goods or Services;
  - b) applicable CPT or HCPCS and ICD/diagnosis codes and modifiers;
  - c) submitted charges;
  - d) the amount of the submitted charges that were disallowed by the Payor;
  - e) the allowed amount of reimbursement as determined by the Payor;
  - f) the portion of the allowed amount the Payor paid, including details regarding the payment amount and from whom it was received;
  - g) the amount for which the patient was responsible as determined by the Payor, including copayment, coinsurance, deductible, amounts not covered by the Payor (e.g., amounts for uncovered services, or in excess of the allowed amount in the case of an out-of-network claim), or other amounts;
  - h) the amount You billed the patient;
  - i) the amount You collected from the patient;
  - j) any amount for which the patient was responsible that You did not collect;
  - k) whether any amount of the billed charges was submitted to a third-party agency for collection;
  - l) whether You had an assignment of benefits from the patient and, if so, to whom the assignment was made;
  - m) any remark/adjustment codes;
  - n) notes fields or other codes relating to interactions with the patient concerning patient responsibility;
  - o) any fields relating to independent dispute resolution under the No Surprises Act or state law equivalent; and

- p) any fields relating to any appeal, attempt to appeal, request for reconsideration, dispute, or otherwise pursue additional reimbursement for the claim.

**CERTIFICATE OF SERVICE**

I hereby certify that on May 26, 2026, I caused a true and correct copy of Defendants' First Set of Requests for Production to Plaintiffs to be served by electronic mail upon all counsel of record.

*/s/ Eric Dellon*

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Eric Dellon

# **EXHIBIT 2**

**UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS**

IN RE: ZELIS REPRICING ANTITRUST  
LITIGATION

This Document Relates To:

*All Actions*

Lead Action Case No: 1:25-cv-10734-BEM

Consolidated with Case Nos.:

1:25-cv-11092-BEM

1:25-cv-11167-BEM

1:25-cv-11537-BEM

**PLAINTIFFS' OBJECTIONS AND RESPONSES TO DEFENDANTS'  
FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS**

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, Plaintiffs Pacific Inpatient Medical Group, Inc. ("PIMG"), Dennis C. Ayer, DDS, LLC ("Ayer"), Frank J. Scaccia, M.D., F.A.C.S., L.L.C. ("Scaccia"), Danny Bachoua Chiropractic, APC ("Bachoua"), and James Paul Allen DDS d/b/a/ Allen Dental ("Allen") (collectively "Plaintiffs") in the above-titled action hereby respond to Defendants' First Set of Requests for Production of Documents (the "Requests") as follows:

**PRELIMINARY STATEMENT**

Plaintiffs' investigation in this action is ongoing. Plaintiffs' responses are based on the best information available at the time of this response. Plaintiffs respond without prejudice to their right to revise, correct, supplement, or otherwise amend their responses at any time pursuant to the Federal Rules of Civil Procedure, Local Rules of the United States District Court for the District of Massachusetts (the "Local Rules"), Court orders, or applicable case law. Plaintiffs reserve the right to make use of, or introduce at any hearing and at trial, information responsive to these Requests which are discovered after the date of service of this document consistent with the Federal Rules.

To the extent Plaintiffs agree to produce responsive documents, such production will be subject to the protective order and ESI protocol that are entered in this matter and will occur in a time and manner that is mutually convenient to the parties.

### **GENERAL OBJECTIONS**

1. Nothing in these Responses shall be construed as a waiver of any rights or objections that are otherwise available to Plaintiffs.

2. Plaintiffs object to the Requests to the extent that the information Defendants seek is protected by attorney-client privilege, the attorney work product doctrine, or otherwise is privileged, protected, or exempt from discovery.

3. Plaintiffs object to the Requests to the extent that they purport to impose obligations that differ from or exceed those imposed by the Federal Rules of Civil Procedure, the Local Rules, any court decisions interpreting such rules, or the orders of the Court in this matter. Plaintiffs will respond to these Requests in accordance with their understanding of the obligations imposed by the Federal Rules of Civil Procedure and the Local Rules.

4. Plaintiffs object to the Requests to the extent that they seek information that is not relevant to any claim or defense or is not proportional to the needs of the case, considering factors including the parties' relative access to relevant information, the parties' resources, the importance of the requested discovery in resolving the issues, and whether the burden or expense of the proposed discovery outweighs its likely benefit.

5. Plaintiffs object to the Requests to the extent that they do not describe the items or categories of items requested with reasonable particularity, or to the extent that they are vague or ambiguous.

6. Plaintiffs object to the Requests, which contain 75 individually numbered Requests and an additional 25 lettered or bulleted subparts, as excessively voluminous, oppressive, and harassing.

7. Plaintiffs object to the Requests to the extent that they are unreasonably cumulative, duplicative, or seek materials that can be obtained from other sources that are more convenient,

less burdensome, or less expensive, or are otherwise available from sources to which Defendants also have access.

8. Plaintiffs' responses to these Requests are subject to any confidentiality or other restrictions imposed by non-parties that limit the Plaintiffs' ability to produce otherwise responsive material.

9. Plaintiffs' responses to these Requests are contingent upon the Court's entry of an appropriate protective order in this matter, likely, the "HIPAA-Qualified Protective Order."

10. To the extent that the Requests call for information available from public documents generally available to Defendants, Plaintiffs object on grounds of undue burden.

11. Plaintiffs object to the Requests to the extent that they contain or purport to require Plaintiffs to draw legal, factual, or expert conclusions or are predicated on legal, factual, or expert conclusions or arguments. Subject to and without waiving any objections, Plaintiffs state that any response, production of documents, or provision of information in response to the Requests is not intended to provide, and shall not constitute or be construed as providing, any legal or expert conclusion, concession, waiver, or admission.

12. In responding to the Requests, Plaintiffs have made reasonable efforts to respond, to the extent that no objection has been lodged against such Request, as Plaintiffs understand and interpret each Request. If Defendants subsequently assert a reasonable interpretation of a Request which differs from that of Plaintiffs, Plaintiffs reserve the right to supplement these objections and/or responses.

13. Plaintiffs specifically object to identification of any privileged and work product documents relating to this litigation.

14. In providing these responses, Plaintiffs do not waive or intend to waive, but rather intend to preserve and are preserving:

- a) all objections as to competency, relevance, materiality, and admissibility of Defendants' Requests, or the subject matter thereof;
- b) all objections as to vagueness, ambiguity, and undue burden;



- c) all rights to object on any ground to the use of any of Plaintiffs' responses, or the subject matter thereof, in any subsequent proceedings, including the trial of this or any other action; and
- d) all rights to object on any ground to any Request for further answers to these or any other Requests involving or relating to the subject matter of Defendants' Requests.

15. Plaintiffs object to Defendants' Instructions, Definitions, and Requests to the extent that they call for the production of documents generated, collected, or compiled by their attorneys. Plaintiffs' document searches and productions will not include any such documents (other than any non-privileged documents their attorneys receive from Plaintiffs or others for review and production in connection with this litigation).

16. Plaintiffs object to Defendants' Instructions, Definitions, and Requests to the extent that they call for the production of documents generated, collected, or compiled by third parties, as to whose documents and information Plaintiffs do not have possession, custody, or control.

17. Plaintiffs object to Defendants' Instructions, Definitions, and Requests to the extent that they call for the production of documents that are already in Defendants' possession, custody, or control because, *inter alia*, they have already been produced in discovery by another party or third party.

18. Plaintiffs object to the Requests to the extent they seek information related to Plaintiffs' billing of patients for Out-of-Network Healthcare Services ("OON Healthcare Services") because such downstream discovery is not relevant to any claims or legally cognizable defenses at issue in this case. Because such discovery is irrelevant, it is also overly broad, unduly burdensome, and not proportional to the needs of the case. This objection will hereinafter be referred to as Plaintiffs' "Downstream Discovery Objection."

19. Plaintiffs object to the Requests to the extent they seek information related to any in-network healthcare services performed by Plaintiffs because Plaintiffs' claims concern OON Healthcare Services, and information related to any in-network healthcare services performed by Plaintiffs is not relevant to any claims or defenses at issue in this case. Because such discovery is

irrelevant, it is also overly broad, unduly burdensome, and not proportional to the needs of the case. This objection will hereinafter be referred to as Plaintiffs’ “In-Network Discovery Objection.”

20. Plaintiffs object to these Requests to the extent they impose a deadline on Plaintiffs’ production. Plaintiffs will produce documents in a reasonable timeframe and subject to meet and confers with Defendants.

### **OBJECTIONS TO SPECIFIC DEFINITIONS AND INSTRUCTIONS**

21. Plaintiffs object to the definitions of “all,” “any,” and “each” as overly broad, unduly burdensome and not proportional to the needs of the case.

22. Pursuant to their Downstream Discovery Objection, Plaintiffs object to the definition of “Appeals” as seeking downstream discovery that is not relevant to any claim or defense, and not proportional to the needs of the case because it encompasses “Patient Claims,” which in turn, is defined as “bill[s] submitted to a patient for goods or services provided during a Patient Encounter.”

23. Pursuant to the Downstream Discovery Objection, Plaintiffs object to the definition of “Balance Billing” because it seeks downstream discovery that is not relevant to any claims or legally cognizable defenses at issue in this case.

24. Plaintiffs object to the definition of “Communication” as broader than the definition prescribed by the Local Rules because it purports to include “any Document which refers to, reflects, transcribes, memorializes, or records any such Communication.”

25. Plaintiffs object to the definition of “Claim” as overly broad and seeking irrelevant downstream discovery because it includes a “Patient Claim,” which, in turn, is defined as “a bill submitted to a patient for goods or services provided during a Patient Encounter.”

26. Pursuant to Plaintiffs’ In-Network Discovery Objection, Plaintiffs object to the definition of “Claim for Reimbursement” as overly broad, unduly burdensome, seeking information that is not relevant to any claim or defense, and not proportional to the needs of the case because it relies on the definition of “Patient Encounter,” which relies on the definition of “Healthcare Goods or

Services,” which in turn, encompasses in-network healthcare goods and services. Plaintiffs also object to the term “Claim for Reimbursement” as nonsensical because Plaintiffs billed for OON services, not for “reimbursement.”

27. Pursuant to their Downstream Discovery Objection, Plaintiffs object to the definition of “Disputed Claim” because it encompasses “Patient Claims,” which in turn, is defined as “bill[s] submitted to a patient for goods or services provided during a Patient Encounter.”

28. Pursuant to Plaintiffs’ In-Network Discovery Objection, Plaintiffs object to the definition of “Healthcare Goods or Services” as overly broad, unduly burdensome, seeking information that is not relevant to any claim or defense, and not proportional to the needs of the case because it encompasses in-network healthcare goods and services.

29. Pursuant to the Downstream Discovery Objection, Plaintiffs object to the definition of “Patient Claim” as seeking downstream discovery that is not relevant to any claim or defense, and not proportional to the needs of the case because it is defined as “a bill submitted to a patient for goods or services provided during a Patient Encounter.”

30. Pursuant to Plaintiffs’ In-Network Discovery Objection, Plaintiffs object to the definition of “Patient Encounter” as overly broad, unduly burdensome, seeking information that is not relevant to any claim or defense, and not proportional to the needs of the case because it relies on the definition of “Healthcare Goods or Services,” which in turn, encompasses in-network healthcare goods and services.

31. Pursuant to their Downstream Discovery Objection, Plaintiffs object to the definition of “Patient Encounter” as overly broad, unduly burdensome, seeking information that is not relevant to any claim or defense, and not proportional to the needs of the case because it encompasses “Patient Claims.”

32. Plaintiffs object to the definitions of “Plaintiffs,” “You,” and “Your” as broader than the definition of “Parties” prescribed by the Local Rules. Plaintiffs further object to these definitions as overly broad to the extent they attempt to define these terms as including “any counsel acting on [Plaintiffs’] behalf.” Plaintiffs further object to these definitions to the extent they call for

information that is outside the possession, custody, or control of Plaintiffs, including information and documents in outside counsel's files and information and documents in the possession of other Plaintiffs or absent class members. This objection will hereinafter be referred to as Plaintiffs' "Custody or Control Objection."

33. Plaintiffs object to the definitions of "Relate," "Refer," "Reflect," "Concern," and "Pertain" to the extent they purport to prescribe a broader meaning than the Local Rules' definition of "Concerning."

34. Pursuant to Plaintiffs' In-Network Discovery Objection, Plaintiffs object to the definition of "Reimbursement Rate" as overly broad, unduly burdensome, seeking information that is not relevant to any claim or defense, and not proportional to the needs of the case because it relies on the definition of "Healthcare Goods or Services," which in turn, encompasses in-network healthcare goods and services. Plaintiffs also object to the term "Reimbursement Rate" as nonsensical because Plaintiffs billed for OON services, not for "reimbursement."

35. Plaintiffs further object to the Requests' use of the term "Reimbursement Rates" to the extent it is contradictory to the definition provided by Defendants. Because "Reimbursement Rates" is defined as "the rates (or the allowed amounts) approved or allowed by a Payor for Healthcare Goods or Services," Plaintiffs have no "Reimbursement Rates." Plaintiffs will construe the Requests' use of the term to mean the "Reimbursement Rates" that Plaintiffs have received from payors.

36. Plaintiffs object to Instruction No. 5 as overly broad, unduly burdensome and not proportional to the needs of the case.

37. Plaintiffs object to Instruction No. 8 as imposing a construction of the Requests that would be unreasonably cumulative and duplicative.

38. Plaintiffs object to Instruction Nos. 9-10 as overly broad, unduly burdensome and not proportional to the needs of the case.

39. Plaintiffs object to Instructions No. 11-12 as purporting to impose an obligation that exceeds those imposed by the Federal Rules of Civil Procedure, the Local Rules, any court

decisions interpreting such rules, or the orders of the Court in this matter.

40. Plaintiffs object to Instruction No. 13 to the extent that it purports to impose obligations that differ from any ESI protocol or protective order entered in this case.

41. Plaintiffs object to Instruction Nos. 15-16 to the extent that they purport to impose obligations that differ from any ESI protocol entered in this case.

### **REQUESTS FOR PRODUCTION**

**REQUEST NO. 1:** For each year, organizational charts or similar Documents sufficient to show the names, titles, and reporting relationships of Your employees, consultants, or other individuals with responsibility for pricing, billing, collection, and relationships with Zelis, Payors, and patients with regard to OON Healthcare Goods or Services.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants' Definitions and Instructions. Plaintiffs further object to this Request to the extent that it purports to require Plaintiffs to create, compile, or develop new documents not maintained in the ordinary course of business.

Subject to and without waiving the foregoing General and Specific Objections, Plaintiff PIMG responds that it has already searched for and produced its only responsive organizational chart as PIMG\_000001. Plaintiffs Ayer, Scaccia, Bachoua, and Allen respond that they do not maintain or possess an organizational chart.

**REQUEST NO. 2:** All final and/or executed contracts between You and any Defendant, including all amendments, modifications, and attachments to such contracts or associated statements of work.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants' Definitions and Instructions. Plaintiffs further object that this Request is overly broad, unduly burdensome, and

not proportional to the needs of the case because it seeks “[a]ll ... contracts” between Plaintiff and any Defendant without regard to whether such contracts are relevant to any claim or defense at issue. Plaintiffs further object that this Request is unduly burdensome to the extent it seeks documents that are equally available to Defendants. Pursuant to their In-Network Discovery Objection, Plaintiffs object to this Request to the extent it seeks irrelevant network contracts.

Subject to and without waiving the foregoing General and Specific Objections, Plaintiffs will produce responsive repricing communications between Defendants and Plaintiffs regarding payment for OON Healthcare Services, to the extent they exist and are located pursuant to a reasonable search.

**REQUEST NO. 3:** Documents sufficient to identify the fields reflecting the availability of Structured Data reflecting the information described in Attachment A pertaining to Your Patient Encounters. It is Defendants’ expectation that the parties will meet and confer to understand what data fields each Plaintiffs has that are responsive to the specific categories described in Attachment A.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants’ Definitions and Instructions. Pursuant to their In-Network Discovery Objection, Plaintiffs further object that this Request is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks irrelevant structured data fields related to in-network claims, including a field identifying “Whether You participated in the Payor’s network at the time of the Patient Encounter, and related information and parameters of coverage.” Pursuant to their Downstream Discovery Objection, Plaintiffs further object that this Request seeks structured data fields related to patient billing, which are not relevant to any claims or legally cognizable defenses at issue in this case, including the following fields: “The type of Claim (i.e., whether it is a patient bill or a claim submitted to a

Payor);” “the amount You billed the patient;” “the amount You collected from the patient;” “any amount for which the patient was responsible that You did not collect;” “whether any amount of the billed charges was submitted to a third-party agency for collection;” and “notes fields or other codes relating to interactions with the patient concerning patient responsibility.”

Subject to and without waiving the foregoing General and Specific Objections, Plaintiffs will meet and confer with Defendants regarding the scope of this Request and will produce documents or information sufficient to identify the available fields in Plaintiffs’ structured data relating to claims for OON Healthcare Services submitted by Plaintiffs to Defendants and Defendants’ payments of the same.

**REQUEST NO. 4:** All Documents regarding Your efforts to obtain payments from patients or Payors for OON Healthcare Goods or Services, including but not limited to revenue reports, revenue cycle management reports, or similar Documents that specifically describe or reflect the use or non-use of Zelis’s products or services in connection with Your efforts to obtain payments from patients or Payors for OON Healthcare Goods or Services.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants’ Definitions and Instructions. Plaintiffs further object that this Request is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks “[a]ll Document regarding” the requested topics without regard to whether they are relevant to any claim or defense at issue in the litigation. Plaintiffs further object that this Request is unduly burdensome to the extent it seeks documents that are equally available to Defendants. Pursuant to their Downstream Discovery Objection, Plaintiffs further object to the portion of this Request seeking documents “regarding Your efforts to obtain payments from patients ... for OON Healthcare Goods or Services” because it is not relevant to any claims or legally cognizable defenses at issue.

Subject to and without waiving the foregoing General and Specific Objections, Plaintiffs will produce responsive claims for OON Healthcare Services submitted by Plaintiffs to Payors, repricing communications and explanations of payment issued by Payors to Plaintiffs for the performance of OON Healthcare Services, and payments issued by Payors to Plaintiffs for the performance of out-of-network services, including any revenue reports or revenue cycle management reports related to the same, to the extent they exist and are located pursuant to a reasonable search.

**REQUEST NO. 5:** All Documents in Your possession, custody, or control—such as meeting minutes, summaries, agendas, talking points, and presentations—showing the topics and substance of any meetings, whether internal or external, regarding pricing and payment for OON Healthcare Goods or Services.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants’ Definitions and Instructions. Plaintiffs further object that the subject matter of this Request is not relevant to any claims or legally cognizable defenses at issue. Plaintiffs further object that this Request is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks “[a]ll Documents” on the requested topics without regard to whether those Documents are relevant to any claim or defense at issue. Plaintiffs further object to this Request to the extent it seeks attorney-client privileged material or attorney work product. Pursuant to their Downstream Discovery Objection, Plaintiffs further object to this Request to the extent it seeks documents related to Balance Billing because such documents are not relevant to any claims or legally cognizable defenses at issue. Plaintiffs further object to this Request to the extent it seeks attorney-client privileged material or attorney work product.



Subject to and without waiving the foregoing General and Specific Objections, Plaintiffs will meet and confer with Defendants regarding the appropriate scope of this Request.

**REQUEST NO. 6:** All final and/or executed contracts between Your practice and any facilities where the services for your Claims for OON Healthcare Goods or Services were rendered.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants' Definitions and Instructions. Plaintiffs further object that this Request is not relevant to any claims or legally cognizable defenses in this litigation. Plaintiffs further object that this Request is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks "[a]ll ... contracts" on the requested topic without regard to whether those contracts are relevant to any claim or defense in this litigation. Plaintiffs further object to this Request to the extent it encompasses documents protected from disclosure by any confidentiality or other restrictions imposed by non-parties that limit Plaintiffs' ability to produce otherwise responsive material.

On the basis of these Specific Objections and Plaintiffs' General Objections, Plaintiffs respond that they will not produce documents in response to this Request.

**REQUEST NO. 7:** Documents sufficient to show any payment or remuneration Your practice received from facilities where the services for Your Claims for OON Healthcare Goods or Services were rendered.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants' Definitions and Instructions. Plaintiffs further object that the subject matter of this Request is not relevant to any claims or legally cognizable defenses in this litigation. Plaintiffs further object that this Request is overly broad, unduly burdensome, and not proportional to the needs of the case because seeks documents sufficient to show "any payment" Plaintiffs received from facilities without regard to whether those payments are relevant to any claim or defense in this litigation.

On the basis of these Specific Objections and Plaintiffs' General Objections, Plaintiffs respond that they will not produce documents in response to this Request.

**REQUEST NO. 8:** Structured Data for the fields of data requested in Defendants' Request No. 3 and the additional fields listed below and in Attachment A, for each claim for OON services and in-network services at the most granular level that such Structured Data is kept, including at the claim or line level:

- (a) Whether the service was provided in an emergency or non-emergency setting;
- (b) Whether the facility at which the service was provided was in-network with the patient's Payor.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants' Definitions and Instructions. Pursuant to their In-Network Discovery Objection, Plaintiffs further object that this Request seeks irrelevant structured data related to in-network claims, including the fields identifying "Whether the facility at which the service was provided was in-network with the patient's Payor" and "Whether You participated in the Payor's network at the time of the Patient Encounter, and related information and parameters of coverage." Pursuant to their Downstream Discovery Objection, Plaintiffs further object that this Request seeks structured data related to patient billing, which is not relevant to any claims or legally cognizable defenses at issue in this litigation, including the following fields: "The type of Claim (i.e., whether it is a patient bill or a claim submitted to a Payor);" "the amount You billed the patient;" "the amount You collected from the patient;" "any amount for which the patient was responsible that You did not collect;" "whether any amount of the billed charges was submitted to a third-party agency for collection;" and "notes fields or other codes relating to interactions with the patient concerning patient responsibility."

Plaintiffs further object to this Request to the extent that it purports to require Plaintiffs to create new data or fields not maintained in the ordinary course of business.

Subject to and without waiving the foregoing General and Specific Objections, Plaintiffs will produce structured data relating to claims for OON Healthcare Services submitted by Plaintiffs to Defendants and Defendants' payments of the same, including the relevant fields that Plaintiffs maintain in the ordinary course of business.

**REQUEST NO. 9:** Documents sufficient to interpret and understand any Structured Data produced by Plaintiffs, including but not limited to data dictionaries, look-up tables, system manuals, and explanations of acronyms used in the Structured Data. To the extent that such information has changed during the time period covered by the structured data production, provide information identifying which versions apply to each individual item of information produced in response to Defendants' Request No. 3.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants' Definitions and Instructions. Plaintiffs further object that this Request to the extent that it purports to require Plaintiffs to create, compile, or develop new documents not maintained in the ordinary course of business.

Subject to and without waiving the foregoing General and Specific Objections, Plaintiffs will produce documents sufficient to interpret and understand any structured data produced by Plaintiffs, to the extent they exist and are located pursuant to a reasonable search. To the extent such responsive documents are not located, Plaintiffs are willing to meet and confer with Defendants to answer reasonable follow-up questions regarding the meaning of the fields in their structured data.

**REQUEST NO. 10:** All contracts with any person or entity pertaining to billing of Payors or patients (including Self-Pay patients) for OON Healthcare Goods or Services, including contracts with Payors, patients, and persons or entities who refer or recruit patients with coverage for OON Healthcare Goods or Services.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants' Definitions and Instructions. Plaintiffs further object that this Request is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks "[a]ll contracts" pertaining to the requested topics without reference to whether they are relevant to any claim or defense at issue in this litigation. Plaintiffs further object that this Request is overly broad, unduly burdensome and not proportional to the needs of case to the extent that it purports to require the production of "[a]ll contracts" rather than final, executed contracts. Pursuant to their Downstream Discovery Objection, Plaintiffs object to the portions of this Request seeking "contracts ... pertaining to billing of ... patients" and "contracts with ... patients[] and persons or entities who refer or recruit patients with coverage for OON Healthcare Goods or Services" because such documents are not relevant to any claims or legally cognizable defenses at issue. Plaintiffs further object that this Request is unduly burdensome to the extent it seeks documents that are equally available to Defendants, including the portion of the Request seeking contracts with "Payors." Plaintiffs further object to this Request to the extent it encompasses documents protected from disclosure by any confidentiality or other restrictions imposed by non-parties that limit Plaintiffs' ability to produce otherwise responsive material, including the portion of the Request seeking contracts with "persons or entities who refer or recruit patients with coverage for OON Healthcare Goods or Services." Plaintiffs further object to this Request to the extent it seeks attorney-client privileged material or attorney work product.

Subject to and without waiving the foregoing General and Specific Objections, Plaintiffs will produce responsive, non-privileged repricing communications between Payors and Plaintiffs regarding the payment terms for OON Healthcare Services, to the extent they exist and are located pursuant to a reasonable search.

**REQUEST NO. 11:** Documents sufficient to show the Documents, assignments, paperwork, policies, or disclosures that Your practice or any facility at which You practice provides to patients concerning Your OON Healthcare Goods or Services, including but not limited to Documents relating to insurance coverage, disclosure of pricing, financial responsibility for services, or patient financing.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants' Definitions and Instructions. Plaintiffs further object that the subject matter of this Request is not relevant to any claims or legally cognizable defenses in this litigation. Plaintiffs further object that this Request is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks "[d]ocuments sufficient to show" the requested topics without reference to whether they are relevant to any claim or defense at issue. Plaintiffs further object to this Request as vague and ambiguous in its use of the undefined terms "assignments" and "paperwork." Pursuant to their In-Network Discovery Objection, Plaintiffs further object to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks irrelevant materials related to in-network healthcare good and services, including the portions of the request seeking documents related to "insurance coverage." Pursuant to its Downstream Discovery Objection, Plaintiffs further object that the portion of this Request seeking documents relating to "disclosure of pricing, financial responsibility for services, or patient financing" is not relevant to any claims or legally cognizable defenses at issue in this case." Pursuant to their Custody and Control

objection, Plaintiffs further object to the portion of this Request seeking “Documents ...that ... any facility at which you practice provides to patients ....”

On the basis of these Specific Objections and Plaintiffs’ General Objections, Plaintiffs respond that they will not produce documents in response to this Request.

**REQUEST NO. 12:** Copies of all office manuals, policies, guidelines, and procedures relating to disclosure of pricing; billing; collection of fees for OON Healthcare Goods or Services; Balance Billing; financial assistance for patients; and prompt pay discounts or any other types of discounts that are offered to out-of-network patients.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants’ Definitions and Instructions. Plaintiffs further object that the subject matter of this Request is not relevant to any claims or legally cognizable defenses in this litigation. Plaintiffs further object that this Request is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks “[c]opies of all” the requested materials without reference to whether they are relevant to any claim or defense at issue. Plaintiffs further object to this Request to the extent it is duplicative of Request No. 11. Pursuant to their In-Network Discovery Objection, Plaintiffs further object to this Request to the extent that it is not limited to documents relating to OON Healthcare Services. Pursuant to their Downstream Discovery Objection, Plaintiffs further object that the Request seeks materials related to Balance Billing, which are not relevant to any claims or legally cognizable defenses in this litigation. Plaintiffs further object to this Request to the extent it seeks attorney-client privileged material or attorney work product.

On the basis of these Specific Objections and Plaintiffs’ General Objections, Plaintiffs respond that they will not produce documents in response to this Request.

**REQUEST NO. 13:** All Communications with any government agency (including but not limited to departments of insurance, insurance commissioners, and state Attorneys General), the American Medical Association, state or local medical associations, or other professional organizations, regarding Reimbursement Rates, market conditions, competition, discounts, premiums, deductibles, co-payments, co-insurance, patient medical debt, Balance Billing, or the terms or conditions of any contract with a Payor, including but not limited to all Documents reflecting any complaints, appeals, criticisms, objections, grievances, or arbitrations regarding the Reimbursement Rates or other contractual terms offered by any Payor.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants' Definitions and Instructions. Plaintiffs further object that the subject matter of this Request is not relevant to any claims or legally cognizable defenses in this litigation. Plaintiffs further object to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks "[a]ll Communications" regarding the requested topics without regard to whether those communications are relevant to any claim or defense. Plaintiffs further object to this Request as vague and ambiguous in its use of the undefined terms "market conditions" and "competition" because they are used without reference to any particular market. Pursuant to their In-Network Discovery Objection, Plaintiffs further object to this Request to the extent that a number of the requested topics are not relevant to OON Healthcare Services, including "premiums," "patient medical debt," and "the terms and conditions of any contract with a Payor." Pursuant to their Downstream Discovery Objection, Plaintiffs further object to the portion of this Request seeks communications regarding "discounts" and "Balance Billing" because such communications are not relevant to any claims or legally cognizable defenses at issue. Plaintiffs further object to this Request to the extent it seeks attorney-client privileged material or attorney work product.

Subject to and without waiving the foregoing General and Specific Objections, Plaintiffs will produce responsive, non-privileged communications with government agencies, the American Medical Association, state or local medical associations, or other professional organizations, regarding repricing of OON Healthcare Services, to the extent they exist and are located pursuant to a reasonable search.

**REQUEST NO. 14:** All Documents reflecting Your participation in any advocacy efforts relating to how any Payor (including, but not limited to, any Defendant) operates its business or relating to any legislation intended or likely to affect any Payor’s business, including but not limited to advocacy efforts relating to OON reimbursement, Balance Billing, or medical debt.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants’ Definitions and Instructions. Plaintiffs further object that the subject matter of this Request is not relevant to any claims or legally cognizable defenses in this litigation. Plaintiffs further object to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks “[a]ll Documents reflecting” the requested topics without regard to whether those documents are relevant to any claim or defense. Pursuant to their Downstream Discovery Objection, Plaintiffs further object to the portion of this Request seeks Documents relating “Balance Billing” and “medical debt” because such Documents are not relevant to any claims or legally cognizable defenses at issue. Plaintiffs further object to this Request to the extent it seeks attorney-client privileged material or attorney work product.

Subject to and without waiving the foregoing General and Specific Objections, Plaintiffs will produce responsive, non-privileged documents relating to advocacy efforts relating to OON repricing, to the extent they exist and are located pursuant to a reasonable search.



**REQUEST NO. 15:** A copy of any legal complaint filed (a) against You by any patient or Payor pertaining to alleged overcharging, non-payment, or underpayment for OON Healthcare Goods or Services, or (b) by You against any patient or Payor pertaining to alleged overcharging, non-payment, or underpayment for OON Healthcare Goods or Services.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants’ Definitions and Instructions. Plaintiffs further object to the portion of this Request seeking legal complaints filed “(a) against You by any patient or Payor pertaining to alleged overcharging, non-payment, or underpayment for OON Healthcare Goods or Services” as seeking information that is not relevant to any claims or defenses in the litigation. Pursuant to their Downstream Discovery Objection, Plaintiffs further object to the portion of this Request seeking legal complaints filed “(b) by You against any patient ... pertaining to alleged overcharging, non-payment, or underpayment for OON Healthcare Goods or Services” because such documents are not relevant to any claims or legally cognizable defenses at issue in this litigation. Plaintiffs further object to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks “cop[ies] of any legal complaint[s]” on the requested topics without regard to whether those Documents are relevant to any claim or defense in this litigation. Plaintiffs further object to this Request to the extent it seeks attorney-client privileged material or attorney work product. Pursuant to their Custody or Control Objection, Plaintiffs further object to this Request to the extent it seeks materials outside Plaintiffs’ possession, custody, or control.

Subject to and without waiving the foregoing General and Specific Objections, Plaintiffs will produce responsive, non-privileged legal complaints filed against any Payor pertaining to underpayment for OON Healthcare Goods or Services, to the extent they exist, within Plaintiffs’ possession, custody, or control, and are located pursuant to a reasonable search.

**REQUEST NO. 16:** To the extent not requested elsewhere, all Documents relating to Your allegations in the Complaint regarding Balance Billing. This includes, but is not limited to, Plaintiffs’ allegations that:

- “Any injury to a patient is derivative and may not occur at all if there is a balance billing prohibition. Even if there is no such prohibition by contract or by governmental regulation, a patient’s injury depends on whether the provider is willing or able to force the patient to pay the remainder.” (Complaint ¶ 345);
- “In the real world, Providers don’t feel they have the option to go after patients for the full amount, whether due to a patient’s lack of resources or patient relationship concerns.” (Id.); and
- “Going after a patient means the Provider suffers additional injury as far as the lost time value of money, expended effort, opportunity costs of use of limited resources, additional internal office expense to recover payment, loss of goodwill with customers, tarnish to reputation in the community, cost for a collections agent or attorney (which will take a cut of the total payment), and the distraction from the ability to maintain or improve quality of services.” (Id.).

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants’ Definitions and Instructions. Pursuant to their Downstream Discovery Objection, Plaintiffs further object that this Request seeks documents related to Balance Billing that are not relevant to any claims or legally cognizable defenses in this case. Plaintiffs further object to this Request to the extent it seeks attorney-client privileged material or attorney work product. Pursuant to their Custody or Control Objection, Plaintiffs further object to this Request to the extent it seeks materials outside Plaintiffs’ possession, custody, or control.

Subject to and without waiving the foregoing General and Specific Objections, Plaintiffs will produce responsive, non-privileged documents and data that were referenced, cited, quoted,

paraphrased, or summarized in the Complaint, to the extent they exist, within Plaintiffs' possession, custody, or control, and are located pursuant to a reasonable search.

**REQUEST NO. 17:** For each year, Your fee schedule(s), chargemaster(s), billed charges (to the extent different from your chargemaster), Reimbursement Rates, and other Documents sufficient to show: (a) all Healthcare Goods or Services provided by You and the accompanying CPT or HCPCS codes; (b) the list prices or submitted charges for all Healthcare Goods or Services provided by You, including any changes; and any other fees charged to OON patients in addition to those for specific medical services, whether styled as concierge fees, administrative cost fees, access fees, or the like.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants' Definitions and Instructions. Plaintiffs further object to the portions of this Request seeking Plaintiffs' "fee schedule(s)," "chargemaster(s)," and "list prices" as not relevant to any claims or legally cognizable defenses in this litigation. Plaintiffs further object to this Request's use of the term "Reimbursement Rates" as contradictory to the definition provided by Defendants. Because "Reimbursement Rates" is defined as "the rates (or the allowed amounts) approved or allowed by a Payor for Healthcare Goods or Services," Plaintiffs have no "Reimbursement Rates." Plaintiffs will construe this Request's use of the term to mean the "Reimbursement Rates" that Plaintiffs have received from payors. Plaintiffs further object that this Request is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks "documents sufficient to show" the requested topics without reference to whether they are relevant to any claim or defense at issue in this litigation. Pursuant to their In-Network Discovery Objection, Plaintiffs further object to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks irrelevant materials related to in-network healthcare good

and services, including the portions of the Request seeking documents sufficient to show “(a) all Healthcare Goods or Services provided by You” and “(b) the list prices or submitted charges for all Healthcare Goods or Services provided by You.” Pursuant to their Downstream Discovery Objection, Plaintiffs further object to this Request to the extent it seeks irrelevant materials related to balancing billing, including “billed charges” and “any other fees charged to OON patients,” because such materials are not relevant to any claims or legally cognizable defenses in this litigation. Plaintiffs further object to this Request to the extent that the requested information could be obtained from a less burdensome source, including Plaintiffs’ structured data.

Subject to and without waiving the foregoing General and Specific Objections, Plaintiffs will produce responsive documents sufficient to show Plaintiffs’ claims for OON Healthcare Services submitted by Plaintiffs to payors and the repriced payments for OON Healthcare Services that Plaintiffs have accepted from payors, to the extent they exist and are located pursuant to a reasonable search.

**REQUEST NO. 18:** All Documents that reference Your fee schedule, chargemaster, or billed charges in connection with any other price or Reimbursement Rate.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants’ Definitions and Instructions. Plaintiffs further object that the subject matter of this Request is not relevant to any claims or legally cognizable defenses in this litigation. Plaintiffs further object to this Request’s use of the term “Reimbursement Rates” as contradictory to the definition provided by Defendants. Because “Reimbursement Rates” is defined as “the rates (or the allowed amounts) approved or allowed by a Payor for Healthcare Goods or Services,” Plaintiffs have no “Reimbursement Rates.” Plaintiffs will construe this Request’s use of the term to mean the “Reimbursement Rates” that Plaintiffs have received from payors. Plaintiffs further object to this Request to the extent it is

duplicative of Request No. 17. Plaintiffs further object to this Request as overly broad, unduly burdensome, and not proportional to the needs of this case because it seeks “[a]ll Documents” referencing the requested topics without regard to whether those Documents are relevant to any claim or defense in this litigation. Pursuant to their In-Network Discovery Objection, Plaintiffs further object to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks irrelevant materials related to in-network healthcare services. Pursuant to their Downstream Discovery Objection, Plaintiffs further object to this Request to the extent it seeks irrelevant materials related to Balance Billing, including the portion of the Request seeking “billed charges,” because such materials are not relevant to any claims or legally cognizable defenses in this litigation. Plaintiffs further object to the portion of this Request seeking documents referencing the requested materials “in connection with any other price” as not relevant to any claims or legally cognizable defenses in this litigation.

On the basis of these Specific Objections and Plaintiffs’ General Objections, Plaintiffs respond that they will not produce documents in response to this Request.

**REQUEST NO. 19:** All Documents reflecting, referring to, or relating to the amount of payment that You expect or expected to receive in exchange for any services rendered.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants’ Definitions and Instructions. Plaintiffs further object to this Request to the extent it is duplicative of Request Nos. 17 and 18. Plaintiffs further object to this Request’s use of the vague and undefined terms “expect or expected to receive.” Plaintiffs further object to this Request as overly broad, unduly burdensome, and not proportional to the needs of this case because it seeks “[a]ll Documents” on the requested topics without regard to whether those Documents are relevant to any claim or defense in this litigation. Pursuant to their In-Network Discovery Objection, Plaintiffs further

object to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks irrelevant materials related to in-network healthcare services. Pursuant to their Downstream Discovery Objection, Plaintiffs further object to this Request to the extent it seeks documents related to Balance Billing because such materials are not relevant to any claims or legally cognizable defenses in this litigation.

Subject to and without waiving the foregoing General and Specific Objections, Plaintiffs respond that they will meet and confer with Defendants regarding the appropriate scope of this Request.

**REQUEST NO. 20:** All Documents and Communications reflecting any analysis of Your billed charges, fee schedules, and/or chargemasters, including all Documents and Communications related to the use of consultants, benchmarking reports, surveys, databases, or other third-party data sources to establish, review, or modify Your billed charges, fee schedules, and/or chargemasters.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants' Definitions and Instructions. Plaintiffs further object that the subject matter of this Request is not relevant to any claims or legally cognizable defenses. Plaintiffs further object to this Request as overly broad, unduly burdensome, and not proportional to the needs of this case because it seeks "[a]ll Documents and Communications" reflecting the requested topics without regard to whether those Documents and Communications are relevant to any claim or defense in this litigation. Pursuant to their In-Network Discovery Objection, Plaintiffs further object to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks irrelevant materials related to analyses of fees and charges related to network contracts. Pursuant to their Downstream Discovery Objection, Plaintiffs further object to this Request to the extent it seeks

documents and communications reflecting analyses of Balance Billing, including the portion of the Request referencing “billed charges,” because such materials are not relevant to any claims or legally cognizable defenses in this litigation.

On the basis of these Specific Objections and Plaintiffs’ General Objections, Plaintiffs respond that they will not produce documents in response to this Request.

**REQUEST NO. 21:** All Documents and Communications relating to the process for determining or confirming patient copay, coinsurance, authorization or preauthorization, in force insurance, or insurance fee caps.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants’ Definitions and Instructions. Plaintiffs further object that the subject matter of this Request is not relevant to any claims or legally cognizable defenses in this litigation. Plaintiffs further object to this Request as overly broad, unduly burdensome, and not proportional to the needs of this case because it seeks “[a]ll Documents and Communications relating to” the requested topics without regard to whether those Documents and Communications are relevant to any claim or defense in this litigation. Pursuant to their In-Network Discovery Objection, Plaintiffs further object to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks irrelevant materials related to network contracts.

On the basis of these Specific Objections and Plaintiffs’ General Objections, Plaintiffs respond that they will not produce documents in response to this Request.

**REQUEST NO. 22:** All Documents pertaining to the development, use, or distribution of any pricing benchmarking reports, surveys, analyses, or databases, whether developed internally or externally, pertaining to assessment of chargemaster rates, fee schedules, billed charges, or

Reimbursement Rates, including contracts with the providers of any such reports, surveys, or databases.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants’ Definitions and Instructions. Plaintiffs further object to this Request to the extent it is duplicative of Request No. 20. Plaintiffs further object that the subject matter of this Request is not relevant to any claims or legally cognizable defenses in this litigation. Plaintiffs further object to this Request as overly broad, unduly burdensome, and not proportional to the needs of this case because it seeks “[a]ll Documents pertaining to” the requested topics without regard to whether those Documents and Communications are relevant to any claim or defense in this litigation. Pursuant to their In-Network Discovery Objection, Plaintiffs further object to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks irrelevant materials concerning analyses of fees and charges related to network contracts. Pursuant to their Downstream Discovery Objection, Plaintiffs further object to this Request to the extent it seeks materials related to analyses of Balance Billing, including the portion of the request referencing “billed charges,” because such materials are not relevant to any claims or legally cognizable defenses in this litigation. Plaintiffs further object to this Request to the extent it seeks attorney-client privileged material or attorney work product. Plaintiffs further object to this Request to the extent it encompasses documents and information protected from disclosure by any confidentiality or other restrictions imposed by non-parties that limit Plaintiffs’ ability to produce otherwise responsive material, including the portion of the Request seeking “contracts with the providers of any such [materials].”

On the basis of these Specific Objections and Plaintiffs’ General Objections, Plaintiffs respond that they will not produce documents in response to this Request.



**REQUEST NO. 23:** All Communications and Documents related to the use of consultants or advisors regarding: (a) the Reimbursement Rates providers (including but not limited to Your practice) receive from Payors; (b) Your relationships with Payors; (c) Your attempts to negotiate with any Payor concerning Reimbursement Rates or fee schedules; (d) complaints You made to or about any Payor; (e) whether you should contract with or continue to contract with any Payor; or (f) Your impressions and beliefs regarding any Payor’s business practices—including but not limited to all agreements with such consultants or advisors and Documents sufficient to show the fees paid to such consultants or advisors.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants’ Definitions and Instructions. Plaintiffs further object to this Request to the extent it is duplicative of Request Nos. 20 and 22. Plaintiffs further object that the subject matter of this Request is not relevant to any claims or legally cognizable defenses in this case. Plaintiffs further object to this Request as overly broad, unduly burdensome, and not proportional to the needs of this case because it seeks “[a]ll Communications and Documents related to” the requested topics without regard to whether those Documents and Communications are relevant to any claim or defense in this litigation. Pursuant to their In-Network Discovery Objection, Plaintiffs further object to this Request to the extent that it seeks irrelevant documents related to in-network healthcare services, including with respect to “Reimbursement Rates,” “Your relationships with Payors,” and “whether you should contract with or continue to contract with any Payor.” Plaintiffs further object to the portion of this Request seeking “Your impressions and beliefs regarding any Payor’s business practices” as vague and overly broad. Plaintiffs further object to this Request to the extent it seeks attorney-client privileged material or attorney work product. Pursuant to their Custody or Control Objection,

Plaintiffs further object to this Request to the extent it seeks materials outside Plaintiffs' possession, custody, or control.

Subject to and without waiving the foregoing General and Specific Objections, Plaintiffs will produce responsive, non-privileged communications and documents related to the use of consultants or advisors regarding the repriced rates Plaintiffs received from Payors for OON Healthcare Services, negotiations with Payors about repricing of OON Healthcare Services, and complaints made about payors, to the extent they exist and are located pursuant to a reasonable search.

**REQUEST NO. 24:** Final and/or executed contracts between or governing the relationship between You and any Payor or, in the alternative, Documents sufficient to show: (a) the Provider Networks You have participated in; (b) the period of time You participated in each of those Provider Networks; and (c) the different payment arrangements that You have accepted for Healthcare Goods or Services.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants' Definitions and Instructions. Plaintiffs further object to this Request to the extent it is duplicative of Request No. 2. Plaintiffs further object that this Request is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks "contracts ... between You and any Payor" without regard to whether such contracts are relevant to any claim or defense at issue in the litigation. Pursuant to their In-Network Discovery Objection, Plaintiffs object that this Request seeks network contracts that are not relevant to any claims or defenses at issue in this litigation. Plaintiffs further object that this Request is unduly burdensome to the extent it seeks documents that are equally available to Defendants. Plaintiffs further object to this Request to the extent it encompasses documents and information protected from disclosure by any confidentiality or other

restrictions imposed by non-parties that limit Plaintiffs' ability to produce otherwise responsive material.

Subject to and without waiving the foregoing General and Specific Objections, Plaintiffs will produce responsive repricing communications between Plaintiffs and Payors regarding the payment terms OON Healthcare Services, to the extent they exist and are located pursuant to a reasonable search.

**REQUEST NO. 25:** Documents sufficient to show, by CPT and HCPCS code, the contracted in-network rates or fee schedules You have accepted from any Payor for Healthcare Goods or Services.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants' Definitions and Instructions. Plaintiffs further object to this Request to the extent it is duplicative of Request Nos. 17 and 18. Plaintiffs further object that the subject matter of this Request is not relevant to any claims or legally cognizable defenses in this litigation. Plaintiffs further object to this Request as overly broad, unduly burdensome, and not proportional to the needs of this case because it seeks "[d]ocuments sufficient to show" the requested topics without regard to whether those documents are relevant to any claim or defense in this litigation. Pursuant to their In-Network Discovery Objection, Plaintiffs object that this Request seeks fees schedules for in-network healthcare services that are not relevant to any claims or defenses at issue in this litigation. Plaintiffs further object that this Request is unduly burdensome to the extent it seeks documents that are equally available to Defendants.

On the basis of these Specific Objections and Plaintiffs' General Objections, Plaintiffs respond that they will not produce documents in response to this Request.

**REQUEST NO. 26:** All contracts with the Payors for the health benefit plan(s) you offer to Your employees, summary plan descriptions, and summaries of benefits for Your health benefit plan(s).

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants' Definitions and Instructions. Plaintiffs further object that the subject matter of this Request is not relevant to any claims or legally cognizable defenses in this litigation. Plaintiffs further object that this Request is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks "[a]ll contracts" on the requested topics without regard to whether such contracts are relevant to any claim or defense at issue in the litigation. Pursuant to their In-Network Discovery Objection, Plaintiffs object that this Request seeks contracts for in-network healthcare services that are not relevant to any claims or defenses at issue in this litigation. Plaintiffs further object to this Request as unduly burdensome to the extent it seeks documents that are equally available to Defendants. Plaintiffs further object to this Request to the extent it encompasses documents and information protected from disclosure by any confidentiality or other restrictions imposed by non-parties that limit Plaintiffs' ability to produce otherwise responsive material. Plaintiffs further object to this Request to the extent it seeks attorney-client privileged material or attorney work product.

On the basis of these Specific Objections and Plaintiffs' General Objections, Plaintiffs respond that they will not produce documents in response to this Request.

**REQUEST NO. 27:** All correspondence with the Payors that provide health insurance or administer health benefits for Your employees concerning Zelis, determination of allowed amounts or reimbursement limits for OON Healthcare Goods or Services provided to Your employees (including Documents showing how such limits were selected), Repricing Services, or "shared savings" opportunities relating to OON Healthcare Goods or Services.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants’ Definitions and Instructions. Plaintiffs further object that the subject matter of this Request is not relevant to any claims or legally cognizable defenses in this litigation. Plaintiffs further object that this Request is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks “[a]ll correspondence” on the requested topics without regard to whether such correspondence is relevant to any claim or defense at issue in the litigation. Pursuant to their In-Network Discovery Objection, Plaintiffs object that this Request seeks correspondence regarding in-network healthcare services that are not relevant to any claims or defenses at issue in this litigation. Plaintiffs further object to this Request as unduly burdensome to the extent it seeks materials that are equally available to Defendants.

On the basis of these Specific Objections and Plaintiffs’ General Objections, Plaintiffs respond that they will not produce documents in response to this Request.

**REQUEST NO. 28:** All contracts, including any modifications, amendments, or attachments thereto, You have entered into with any person or entity utilized by Your practice for Your revenue cycle management functions, billing of patients or Payors, or collections activity (including placement of liens).

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants’ Definitions and Instructions. Plaintiffs further object to this Request to the extent it is duplicative of Request No. 4. Plaintiffs further object that the subject matter of this Request is not relevant to any claims or legally cognizable defenses in this litigation. Plaintiffs further object that this Request is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks “[a]ll contracts” on the requested topics without regard to whether such contracts are relevant to any claim or defense at issue in the litigation. Pursuant to their In-Network Discovery Objection,

Plaintiffs object to this Request to the extent it seeks contracts related to revenue management for in-network healthcare services because such contracts are not relevant to any claims or defenses at issue in this litigation. Pursuant to their Downstream Discovery Objection, Plaintiffs further object to this Request to the extent it seeks contracts related to Balance Billing, including the portions of the Request referencing the “billing of patients” and “collections activity (including placement of liens)” because such materials are not relevant to any claims or legally cognizable defenses at issue in this litigation. Plaintiffs further object that this Request is overly broad, unduly burdensome and not proportional to the needs of because it seeks “[a]ll contracts” rather than final, executed contracts. Plaintiffs further object to this Request to the extent it seeks attorney-client privileged material or attorney work product. Plaintiffs further object to this Request to the extent it encompasses documents and information protected from disclosure by any confidentiality or other restrictions imposed by non-parties that limit Plaintiffs’ ability to produce otherwise responsive material.

On the basis of these Specific Objections and Plaintiffs’ General Objections, Plaintiffs respond that they will not produce documents in response to this Request.

**REQUEST NO. 29:** All presentations by or to Your practice’s owners, lenders, investors (including affiliated private equity investors), members, or board concerning Your practice’s actual or projected financial performance or strategic plans.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants’ Definitions and Instructions. Plaintiffs further object that the subject matter of this Request is not relevant to any claims or legally cognizable defenses in this litigation. Plaintiffs further object that this Request is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks “[a]ll presentations” on the requested topics without regard to whether such presentations are

relevant to any claim or defense at issue in the litigation. Pursuant to their Custody or Control Objection, Plaintiffs further object to this request to the extent it seeks materials outside Plaintiffs' possession, custody, or control. Plaintiffs further object to this Request to the extent it seeks attorney-client privileged material or attorney work product.

On the basis of these Specific Objections and Plaintiffs' General Objections, Plaintiffs respond that they will not produce documents in response to this Request.

**REQUEST NO. 30:** Your practice's financial statements and balance sheets, including the financial statement line-item detail for all revenue, expenses, and owner distributions, for each month.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants' Definitions and Instructions. Plaintiffs further object that the subject matter of this Request is not relevant to any claims or legally cognizable defenses in this litigation. Plaintiffs further object that this Request is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks monthly financial statements without regard to whether such documents are relevant to the parties' claims or defenses. Pursuant to their In-Network Discovery Objection, Plaintiffs object to this Request to the extent it seeks a line item for revenue from in-network healthcare services because such information is not relevant to any claims or defenses at issue in this litigation. Pursuant to their Downstream Discovery Objection, Plaintiffs further object to this Request to the extent it seeks a line item for revenue from Balance Billing because such information is not relevant to any claims or legally cognizable defenses at issue in this litigation. Plaintiffs further object to this Request to the extent it purports to require Plaintiffs to create, compile, or develop new documents or data compilations not maintained in the ordinary course of business. Pursuant to their Custody

or Control Objection, Plaintiffs further object to this Request to the extent it seeks materials outside Plaintiffs' possession, custody, or control.

On the basis of these Specific Objections and Plaintiffs' General Objections, Plaintiffs respond that they will not produce documents in response to this Request.

**REQUEST NO. 31:** Your practice's federal and state tax returns for each calendar year, including Documents sufficient to show any taxpayer identification numbers You used and the facilities where the services for your Claims for OON Healthcare Goods or Services were rendered.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants' Definitions and Instructions. Plaintiffs further object that the subject matter of this Request is not relevant to any claims or legally cognizable defenses in this litigation. Plaintiffs further object that this Request is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks yearly tax returns without regard to whether such documents are relevant to the parties' claims or defenses. Pursuant to their Custody or Control Objection, Plaintiffs further object to this Request to the extent it seeks materials outside Plaintiffs' possession, custody, or control.

On the basis of these Specific Objections and Plaintiffs' General Objections, Plaintiffs respond that they will not produce documents in response to this Request.

**REQUEST NO. 32:** Your practice's policies and procedures relating to recognition of revenue from various sources of payment (e.g., Payors, patients, etc.), and Documents sufficient to identify the amount recognized/written off for each year due to actual or expected payment/non-payment by patients and Payors.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants' Definitions and Instructions. Plaintiffs further object that the subject matter of this Request is not relevant to any claims or legally cognizable defenses in this litigation. Plaintiffs further object that this Request is



overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks “policies and procedures” on the requested topics and “documents sufficient to identify” write-offs due to non-payment by Payors and patients without regard to whether such documents are relevant to the parties’ claims or defenses. Pursuant to their Downstream Discovery Objection, Plaintiffs further object to this Request to the extent it seeks documents related to Balance Billing, including the portion of the Request referencing “patients,” because such information is not relevant to any claims or legally cognizable defenses at issue in this litigation. Plaintiffs further object to this Request to the extent it purports to require Plaintiffs to create, compile, or develop new documents or data compilations not maintained in the ordinary course of business. Pursuant to their Custody or Control Objection, Plaintiffs further object to this Request to the extent it seeks materials outside Plaintiffs’ possession, custody, or control.

On the basis of these Specific Objections and Plaintiffs’ General Objections, Plaintiffs respond that they will not produce documents in response to this Request.

**REQUEST NO. 33:** Documents sufficient to show Your practice’s monthly (or the shortest period for which they are regularly prepared) profits, losses, gross income, and net income, for Your practice as a whole and broken out by in-network and out-of-network services.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants’ Definitions and Instructions. Plaintiffs further object that this Request is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks monthly profit and loss statements without regard to whether such documents are relevant to the parties’ claims or defenses. Pursuant to their In-Network Discovery Objection, Plaintiffs object to this Request to the extent it seeks documents breaking out profits and losses attributable to in-network healthcare services because such information is not relevant to any claims or defenses at issue in this litigation. Plaintiffs further

object to this Request to the extent it purports to require Plaintiffs to create, compile, or develop new documents or data compilations not maintained in the ordinary course of business. Pursuant to their Custody or Control Objection, Plaintiffs further object to this Request to the extent it seeks materials outside Plaintiffs' possession, custody, or control. On the basis of these Specific Objections and Plaintiffs' General objections, Plaintiffs respond that they will not produce documents in response to this Request.

On the basis of these Specific Objections and Plaintiffs' General Objections, Plaintiffs respond that they will not produce documents in response to this Request.

**REQUEST NO. 34:** Documents sufficient to show compensation (salary, benefits, bonuses, and other incentives), expense reimbursement, owner distribution, and/or other payments made by You and/or Your practice and/or paid to You, other providers in Your practice, and other employees or office staff employed by Your practice, including the breakdown by person and category of payment (e.g., salary, benefits, bonuses, other incentives, expense reimbursement, owner distribution, etc.), for each year.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants' Definitions and Instructions. Plaintiffs further object that the subject matter of this Request is not relevant to any claims or legally cognizable defenses in this litigation. Plaintiffs further object that this Request is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks documents sufficient to show the requested compensation topics without regard to whether such documents are relevant to the parties' claims or defenses.

On the basis of these Specific Objections and Plaintiffs' General Objections, Plaintiffs respond that they will not produce documents in response to this Request.

**REQUEST NO. 35:** For each year, Documents sufficient to show the itemized costs of maintaining Your practice, including but not limited to: (a) the maintenance of equipment, technology, or tools used in Your practice and the cost of acquiring or leasing such equipment, technology, or tools; and (b) the costs of rent, utilities, supplies, billing, training of staff, malpractice insurance, sanitation, and records maintenance systems; and any other Documents showing Your practice's cost of care per patient or cost of care per service line.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants' Definitions and Instructions. Plaintiffs further object that the subject matter of this Request is not relevant to any claims or legally cognizable defenses in this litigation. Plaintiffs further object that this Request is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks documents sufficient to show the requested itemized costs relating to Plaintiffs' practice without regard to whether such documents are relevant to the parties' claims or defenses. Pursuant to their Custody or Control Objection, Plaintiffs further object to this Request to the extent it seeks materials outside Plaintiffs' possession, custody, or control. Plaintiffs further object to this Request to the extent it purports to require Plaintiffs to create, compile, or develop new documents or data compilations not maintained in the ordinary course of business.

On the basis of these Specific Objections and Plaintiffs' General Objections, Plaintiffs respond that they will not produce documents in response to this Request.

**REQUEST NO. 36:** For each year, Documents sufficient to show Your debt, discounts, or write-offs, by category, including but not limited to any business bankruptcy filings.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants' Definitions and Instructions. Plaintiffs further object to this Request to the extent it is duplicative of Request Nos. 12 and 32. Plaintiffs further object that the subject matter of this Request is not relevant to any

claims or legally cognizable defenses in this litigation. Plaintiffs further object that this Request is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks documents sufficient to show the requested debt, discounts, write-offs, and bankruptcy filings without regard to whether such documents are relevant to the parties' claims or defenses. Pursuant to their Custody or Control Objection, Plaintiffs further object to this Request to the extent it seeks materials outside Plaintiffs' possession, custody, or control. Plaintiffs further object to this Request to the extent it purports to require Plaintiffs to create, compile, or develop new documents or data compilations not maintained in the ordinary course of business. Plaintiffs further object to this Request to the extent it seeks attorney-client privileged material or attorney work product.

On the basis of these Specific Objections and Plaintiffs' General Objections, Plaintiffs respond that they will not produce documents in response to this Request.

**REQUEST NO. 37:** Documents sufficient to show: (a) any applications for support, financial relief, paycheck protection, loans, or loan forgiveness sought by You and/or Your practice; (b) the relief or support received; and (c) the entity that provided the relief or support.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants' Definitions and Instructions. Plaintiffs further object that the subject matter of this Request is not relevant to any claims or legally cognizable defenses in this litigation. Plaintiffs further object that this Request is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks documents sufficient to show the requested financial relief topics without regard to whether such documents are relevant to the parties' claims or defenses. Pursuant to their Custody or Control Objection, Plaintiffs further object to this Request to the extent it seeks materials outside Plaintiffs' possession, custody, or control. Plaintiffs further object to this Request to the extent it purports to require Plaintiffs to create, compile, or develop new documents or data compilations not

maintained in the ordinary course of business. Plaintiffs further object to this Request to the extent it seeks attorney-client privileged material or attorney work product.

On the basis of these Specific Objections and Plaintiffs' General Objections, Plaintiffs respond that they will not produce documents in response to this Request.

**REQUEST NO. 38:** All Documents discussing the reasons for any decrease in your practice's financial or operational performance, including but not limited to the effect of COVID-19, changes in consumer demand, or the conduct of any Payor.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants' Definitions and Instructions. Plaintiffs further object to this Request to the extent it seeks documents that are not relevant to any claims or legally cognizable defenses in this litigation, including the portions of this Request seeking documents discussing the "the effect of COVID-19" and "changes in consumer demand" on Plaintiffs' financial or operational performance. Plaintiffs further object that this Request is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks "[a]ll Documents" on the requested topics without regard to whether such documents are relevant to the parties' claims or defenses. Pursuant to their In-Network Discovery Objection, Plaintiffs further object to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks documents related to "the conduct of any Payor" in the market for in-network healthcare services. Plaintiffs further object to this Request to the extent it seeks attorney-client privileged material or attorney work product.

On the basis of these Specific Objections and Plaintiffs' General Objections, Plaintiffs respond that they will not produce documents in response to this Request.

**REQUEST NO. 39:** All Documents discussing any link between OON reimbursement and any decision whether Your practice would provide new services and/or acquire new equipment or technology, or cease to provide certain services and/or relinquish any equipment or technology.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants' Definitions and Instructions. Plaintiffs further object that the subject matter of this Request is not relevant to any claims or legally cognizable defenses in this litigation. Plaintiffs further object that this Request is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks "[a]ll Documents" on the requested topics without regard to whether such documents are relevant to the parties' claims or defenses. Plaintiffs further object to this Request to the extent it seeks attorney-client privileged material or attorney work product.

Subject to and without waiving the foregoing General and Specific Objections, Plaintiffs will produce responsive, non-privileged documents, to the extent they exist and are located pursuant to a reasonable search.

**REQUEST NO. 40:** All Documents pertaining to any comparisons of the Reimbursement Rates paid by any Defendant and those paid by any other Defendant or Payor for any Healthcare Good or Service, including: (a) Your Communications concerning those comparisons; and (b) any analysis, study, or discussion of the reasons for the difference in Reimbursement Rates shown in such a comparison.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants' Definitions and Instructions. Plaintiffs further object to this Request to the extent it is duplicative of Request No. 22. Plaintiffs further object that the subject matter of this Request is not relevant to any claims or legally cognizable defenses in this litigation. Plaintiffs further object that this Request is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks "[a]ll

Documents” pertaining to the requested topics without regard to whether such documents are relevant to the parties’ claims or defenses. Pursuant to its In-Network Discovery Objection, Plaintiffs further object to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks irrelevant documents related to repricing in the market for in-network healthcare services. Plaintiffs further object to this Request to the extent it seeks attorney-client privileged material or attorney work product.

On the basis of these Specific Objections and Plaintiffs’ General Objections, Plaintiffs respond that they will not produce documents in response to this Request.

**REQUEST NO. 41:** All Documents and Communications showing attempted negotiations, whether successful or not, between You and any Payor (including but not limited to any of the Defendants) regarding Reimbursement Rates.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants’ Definitions and Instructions. Plaintiffs further object that the subject matter of this Request is not relevant to any claims or legally cognizable defenses in this litigation. Plaintiffs further object that this Request is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks “[a]ll Documents and Communications” on the requested topics without regard to whether such documents are relevant to the parties’ claims or defenses. Pursuant to its In-Network Discovery Objection, Plaintiffs further object to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks irrelevant materials related to repricing in the market for in-network healthcare services. Plaintiffs further object to this Request to the extent it seeks attorney-client privileged material or attorney work product.

Subject to and without waiving the foregoing General and Specific Objections, Plaintiffs will produce responsive, non-privileged documents related to Payors' repricing of OON Healthcare Services, to the extent they exist and are located pursuant to a reasonable search.

**REQUEST NO. 42:** All Documents related to Your consideration of whether or not to contract with any Payor or Provider Network (including but not limited to any of Defendants)—regardless of whether those discussions resulted in You contracting with that Payor or Provider Network—and any correspondence, drafts, or other Documents reflecting any such consideration.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants' Definitions and Instructions. Plaintiffs further object that the subject matter of this Request is not relevant to any claims or legally cognizable defenses in this litigation. Plaintiffs further object that this Request is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks "[a]ll Documents" related to the requested topics without regard to whether such documents are relevant to the parties' claims or defenses. Pursuant to their In-Network Discovery Objection, Plaintiffs further object to this Request to the extent that it seeks irrelevant documents related to network contracts. Plaintiffs further object to this Request to the extent it seeks attorney-client privileged material or attorney work product.

On the basis of these Specific Objections and Plaintiffs' General Objections, Plaintiffs respond that they will not produce documents in response to this Request.

**REQUEST NO. 43:** All Communications between You or any of Your agents, including billing agents, and Defendants regarding payment or reimbursement for OON Healthcare Goods or Services, including but not limited to negotiations, whether successful or not.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants' Definitions and Instructions. Plaintiffs further object to this Request to the extent it is duplicative of Request Nos.



2, 10, 17, 18, 23, and 41. Plaintiffs further object that this Request is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks “[a]ll Communications” on the requested topics without regard to whether such documents are relevant to the parties’ claims or defenses. Plaintiffs further object to this Request as vague and ambiguous in its use of the undefined term “billing agents.” Pursuant to its Downstream Discovery Objection, Plaintiffs further object to this Request to the extent it seeks documents related to Balance Billing because such information is not relevant to any claims or legally cognizable defenses at issue in this case. Pursuant to their Custody or Control Objection, Plaintiffs further object to this Request to the extent it seeks materials outside Plaintiffs’ possession, custody, or control. Plaintiffs further object to this Request to the extent it seeks attorney-client privileged material or attorney work product.

Subject to and without waiving the foregoing General and Specific Objections, Plaintiffs will produce responsive, non-privileged communications between Plaintiffs, their agents, and Defendants, regarding Defendants’ payments for OON Healthcare Services, to the extent they exist and are located pursuant to a reasonable search.

**REQUEST NO. 44:** All Documents identifying, listing, tracking, or otherwise analyzing the actual or potential financial impact on Your practice of participating in a Payor’s Provider Network, or of remaining (or becoming) an OON provider.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants’ Definitions and Instructions. Plaintiffs further object to this Request to the extent it is duplicative of Request No. 42. Plaintiffs further object that the subject matter of this Request is not relevant to any claims or legally cognizable defenses in this litigation. Plaintiffs further object that this Request is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks “[a]ll Documents” on the requested topics without regard to whether such documents are relevant to the

parties' claims or defenses. Pursuant to their In-Network Discovery Objection, Plaintiffs further object to this Request to the extent that it seeks irrelevant documents related to in-network healthcare services. Plaintiffs further object to this Request to the extent it seeks attorney-client privileged material or attorney work product.

On the basis of these Specific Objections and Plaintiffs' General Objections, Plaintiffs respond that they will not produce documents in response to this Request.

**REQUEST NO. 45:** All contracts or other Documents reflecting agreements (including any modifications, amendments, or attachments thereto) that Your practice has entered into with Zelis or any other Repricing Services, any Payor, or patients, regarding financing arrangements, responsibility for payment, or payment terms or conditions for OON Healthcare Goods or Services, including, for example, single case agreements.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants' Definitions and Instructions. Plaintiffs further object to this Request to the extent it is duplicative of Request Nos. 2, 10, and 24. Plaintiffs further object that this Request is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks "[a]ll contracts or other Documents" reflecting the requested topics without regard to whether such documents are relevant to the parties' claims or defenses. Plaintiffs further object that this Request is unduly burdensome to the extent it seeks documents that are equally available to Defendants. Pursuant to their Downstream Discovery Objection, Plaintiffs further object to this Request to the extent it seeks documents related to Balance Billing, including the portions of the Request referencing "patients," "financing arrangements," and "responsibility for payment," because such information is not relevant to any claims or legally cognizable defenses at issue in this litigation. Plaintiffs further object to this Request to the extent it seeks attorney-client privileged material or attorney work product.

Subject to and without waiving the foregoing General and Specific Objections, Plaintiffs will produce responsive, non-privileged repricing communications with Zelis, other Repricing Services, and Payors, regarding the payment terms or conditions for OON Healthcare Services, to the extent they exist and are located pursuant to a reasonable search.

**REQUEST NO. 46:** All correspondence, drafts, or other Documents reflecting Communications or negotiations related to contracts You have entered into with any Defendant.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants' Definitions and Instructions. Plaintiffs further object to this Request to the extent it is duplicative of Request Nos. 2, 41, and 43. Plaintiffs further object that this Request is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks "[a]ll correspondence, drafts, or other Documents" reflecting the requested topics without regard to whether those materials are relevant to any claim or defense at issue in the litigation. Plaintiffs further object that this Request is unduly burdensome to the extent it seeks documents that are equally available to Defendants. Pursuant to their In-Network Discovery Objection, Plaintiffs further object to this Request to the extent it seeks materials related to network contracts that are not relevant to any claims or defenses at issue in this litigation. Plaintiffs further object to this Request to the extent it seeks attorney-client privileged material or attorney work product.

Subject to and without waiving the foregoing General and Specific Objections, Plaintiffs will produce responsive, non-privileged documents reflecting communications and negotiations related to repricing communications with Defendants setting the terms of payments for OON Healthcare Services, to the extent they exist and are located pursuant to a reasonable search.

**REQUEST NO. 47:** All Documents discussing the benefits or disadvantages to You from participating in any Provider Network or contracting with any Payor, including all

Communications with any consultant or person hired to analyze the effects (positive, neutral, or negative) of participating in any Provider Network or contracting with any MCO.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants’ Definitions and Instructions. Plaintiffs further object to this Request to the extent it is duplicative of Request No. 42. Plaintiffs further object that the subject matter of this Request is not relevant to any claims or legally cognizable defenses in this litigation. Plaintiffs further object that this Request is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks “[a]ll Documents” discussing the requested topics without regard to whether such documents are relevant to the parties’ claims or defenses. Pursuant to their In-Network Discovery Objection, Plaintiffs further object to this Request to the extent that it seeks irrelevant documents related to network contracts without regard to whether such contracts are relevant to any claim or defense at issue in the litigation. Pursuant to their Custody or Control Objection, Plaintiffs further object to this Request to the extent it seeks materials outside Plaintiffs’ possession, custody, or control. Plaintiffs further object to this Request to the extent it seeks attorney-client privileged material or attorney work product.

On the basis of these Specific Objections and Plaintiffs’ General Objections, Plaintiffs respond that they will not produce documents in response to this Request.

**REQUEST NO. 48:** All Communications with any Payor regarding Reimbursement Rates, discounts, premiums, deductibles, co-payments, co-insurance, or the terms or conditions of any contract with a Defendant.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants’ Definitions and Instructions. Plaintiffs further object to this Request to the extent it is duplicative of Request No. 46. Plaintiffs further object that this Request is overly broad, unduly burdensome, and not

proportional to the needs of the case because it seeks “[a]ll Communications with any Payor” on the requested topics without regard to whether such documents are relevant to the parties’ claims or defenses. Pursuant to their In-Network Discovery Objection, Plaintiffs further object to this Request to the extent that it seeks irrelevant Communications related to network contracts. Plaintiffs further object that this Request is unduly burdensome to the extent it seeks documents that are equally available to Defendants.

Subject to and without waiving the foregoing General and Specific Objections, Plaintiffs will produce responsive communications with Defendants regarding repricing of OON Healthcare Services, to the extent they exist and are located pursuant to a reasonable search.

**REQUEST NO. 49:** All Documents reflecting any complaints, appeals, criticisms, objections, or grievances regarding the Reimbursement Rates or other contractual terms with any Payor, or regarding the appropriate categorization of claim adjustments as Contractual Obligation (X12 Code “CO”) versus Patient Responsibility (X12 Code “PR”).

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants’ Definitions and Instructions. Plaintiffs further object to this Request to the extent it is duplicative of Request Nos. 46 and 48. Plaintiffs further object that this Request is overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks “[a]ll Documents” on the requested topics without regard to whether such documents are relevant to the parties’ claims or defenses. Pursuant to their In-Network Discovery Objection, Plaintiffs further object to this Request to the extent that it seeks irrelevant Documents related to network contracts. Pursuant to their Downstream Discovery Objection, Plaintiffs further object to this Request to the extent it seeks materials related to Balance Billing because such documents are not relevant to any claims or legally cognizable defenses at issue in this litigation. Pursuant to their Custody or Control Objection, Plaintiffs further

object to this Request to the extent it seeks materials outside Plaintiffs' possession, custody, or control. Plaintiffs further object to this Request to the extent it seeks attorney-client privileged material or attorney work product.

Subject to and without waiving the foregoing General and Specific Objections, Plaintiffs will produce responsive, non-privileged documents reflecting complaints, appeals, criticisms, objections, or grievances with Defendants regarding the repricing of OON Healthcare Services, to the extent they exist and are located pursuant to a reasonable search.

**REQUEST NO. 50:** All Documents discussing or comparing the Reimbursement Rates paid by Payors for Healthcare Goods or Services, whether using Zelis, any other Repricing Services, or no Repricing Services, including but not limited to Documents discussing or comparing the Reimbursement Rates that You have accepted as payment for Healthcare Goods or Services and Documents referencing any pros and cons or assessment of OON benefits of Repricing Services, including but not limited to those offered by Zelis.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants' Definitions and Instructions. Plaintiffs further object to this Request to the extent it is duplicative of Request Nos. 22, 23, and 40. Plaintiffs further object that the subject matter of this Request is not relevant to any claims or legally cognizable defenses in this litigation. Plaintiffs further object to this Request as overly broad, unduly burdensome, and not proportional to the needs of this case because it seeks "[a]ll Documents" discussing the requested topics without regard to whether those Documents are relevant to any claim or defense in this litigation. Pursuant to their In-Network Discovery Objection, Plaintiffs further object to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks irrelevant materials related to network

contracts. Plaintiffs further object to this Request to the extent it seeks attorney-client privileged material or attorney work product.

On the basis of these Specific Objections and Plaintiffs' General Objections, Plaintiffs respond that they will not produce documents in response to this Request.

**REQUEST NO. 51:** Documents sufficient to show the geographic areas in which You promote or market Your Healthcare Goods or Services, including but not limited to Documents sufficient to show where and for what locations You have placed advertisements for Your services, or Your patient service area(s).

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants' Definitions and Instructions. Plaintiffs further object that the subject matter of this Request is not relevant to any claims or legally cognizable defenses in this litigation. Plaintiffs further object to this Request as overly broad, unduly burdensome, and not proportional to the needs of this case because it seeks "Documents sufficient to show" the requested topics without regard to whether those Documents are relevant to any claim or defense in this litigation.

On the basis of these Specific Objections and Plaintiffs' General Objections, Plaintiffs respond that they will not produce documents in response to this Request.

**REQUEST NO. 52:** Documents related to any market analysis done by or for You, including but not limited to analyses of competitors; anticipated pool and mix of patients (including by coverage status, e.g., in-network vs. OON); or revenue/profitability assessments based on Payor, type of insurance product, or patient's network status.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants' Definitions and Instructions. Plaintiffs further object to this Request as duplicative of Request No. 40. Plaintiffs further object to this Request as overly broad, unduly burdensome, and not proportional to the

needs of this case because it seeks “Documents related to any market analysis” without regard to whether those Documents are relevant to any claim or defense in this litigation. Plaintiffs further object to the portion of this Request seeking “analyses of competitors” because such documents are not relevant to any claims or legally cognizable defenses in this litigation. Pursuant to their In-Network Discovery Objection, Plaintiffs further object to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks irrelevant analyses related to network contracts, including “anticipated pool and mix of patients (including by coverage status, e.g., in-network vs. OON)” and “revenue/profitability assessments based on ... type of insurance product[] or patient’s network status.” Plaintiffs further object to this Request to the extent it seeks attorney-client privileged material or attorney work product. Pursuant to their Custody or Control Objection, Plaintiffs further object to this Request to the extent it seeks materials outside Plaintiffs’ possession, custody, or control.

Subject to and without waiving the foregoing General and Specific Objections, Plaintiffs will produce responsive, non-privileged market analyses conducted by Plaintiffs relating to revenue/profitability assessments based on repricing of OON Healthcare Services, to the extent they exist within Plaintiffs’ possession, custody, or control, and are located pursuant to a reasonable search.

**REQUEST NO. 53:** All Documents related to Plaintiffs’ contention that the market for “OON healthcare services as sold by out-of-network Providers and as purchased by Commercial Payers” is a separate, standalone market.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants’ Definitions and Instructions. Plaintiffs further object that the subject matter of this Request is not relevant to any claims or legally cognizable defenses in this litigation. Plaintiffs further object to this Request as



overly broad, unduly burdensome, and not proportional to the needs of this case because it seeks “[a]ll Documents related to” the requested topics without regard to whether those Documents are relevant to any claim or defense in this litigation. Plaintiffs further object to this Request to the extent it seeks attorney-client privileged material or attorney work product. Plaintiffs further object to this Request to the extent it seeks information that will be subject to expert reports or testimony.

Subject to and without waiving the foregoing General and Specific Objections, Plaintiffs will produce responsive, non-privileged documents and data that were cited, quoted, paraphrased, or summarized in the Complaint, to the extent they exist, within Plaintiffs’ possession, custody, or control, and are located pursuant to a reasonable search.

**REQUEST NO. 54:** All Documents and Communications in which You have asserted that one or more Defendants were paying below-market rates for Healthcare Goods or Services or were engaged in a scheme to fix or depress Reimbursement Rates.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants’ Definitions and Instructions. Plaintiffs further object to this Request as overly broad, unduly burdensome, and not proportional to the needs of this case because it seeks “[a]ll Documents and Communications” on the requested topics without regard to whether those Documents are relevant to any claim or defense in this litigation. Plaintiffs further object to this Request to the extent it seeks information that will be subject to expert reports or testimony. Plaintiffs further object to this Request to the extent it seeks attorney-client privileged material or attorney work product.

Subject to and without waiving the foregoing General and Specific Objections, Plaintiffs will produce responsive, non-privileged documents, to the extent they exist and are located pursuant to a reasonable search.

**REQUEST NO. 55:** Documents sufficient to identify all Claims that You allege were underpaid due to the alleged conspiracy between Defendants, and for each such Claim, all Documents regarding actions You took with respect to those Claims, including any appeals, balance bills, and notices sent to patients, and communications with Zelis or the Payor to whom the Claim was submitted.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants' Definitions and Instructions. Plaintiffs further object to the portion of this Request seeking "[a]ll Documents regarding actions You took with respect to those Claims" because such materials are not relevant to any claims or legally cognizable defenses in this litigation. Plaintiffs further object to that portion of the Request as overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks "[a]ll Documents related to" the requested topics without regard to whether those documents are relevant to any claim or defense in this litigation. Pursuant to their Downstream Discovery Objection, Plaintiffs further object to this Request to the extent it seeks materials related to Balance Billing because such documents are not relevant to any claims or legally cognizable defenses at issue in this litigation. Plaintiffs further object to this Request to the extent it seeks information that will be subject to expert reports or testimony. Plaintiffs further object to this Request to the extent it seeks attorney-client privileged material or attorney work product.

Subject to and without waiving the foregoing General and Specific Objections, Plaintiffs will produce responsive, non-privileged repricing communications and re-priced payments for OON Healthcare Services, to the extent they exist and are located pursuant to a reasonable search.

**REQUEST NO. 56:** All Documents related to the alleged conspiracy between Defendants regarding Zelis, including but not limited to Defendants' alleged knowledge of other Payors' use

of Zelis's services and Communications regarding any data sent to Zelis and any Documents regarding providers' refusal or inability to treat patients associated with a particular Payor as set forth in the Complaint (including but not limited to any contentions that You would not continue to provide services to a Payor's subscribers unless that Payor paid the reimbursement amount You demanded).

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants' Definitions and Instructions. Plaintiffs further object to this Request to the extent it seeks documents that are not relevant to any claim or legally cognizable defense in this litigation. Plaintiffs further object to this Request as overly broad, unduly burdensome, and not proportional to the needs of this case because it seeks "[a]ll Documents related to" the requested topics without regard to whether those Documents are relevant to any claim or defense in this litigation. Pursuant to their Custody or Control Objection, Plaintiffs further object to this Request to the extent it seeks materials outside Plaintiffs' possession, custody, or control, including documents in Defendants' possession. Plaintiffs further object to this Request to the extent it seeks information that is equally available to Defendants from publicly-available sources. Plaintiffs further object to this Request to the extent it seeks attorney-client privileged material or attorney work product.

Subject to and without waiving the foregoing General and Specific Objections, Plaintiffs will produce responsive, non-privileged documents, to the extent they exist, within Plaintiffs' possession, custody, or control, and are located pursuant to a reasonable search.

**REQUEST NO. 57:** All Documents discussing or otherwise relating to Defendants' alleged uses of Zelis's services or products, including but not limited to Zelis's Established Reimbursement Schedule, Reference-Based Pricing, negotiation services, or provider networks.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants’ Definitions and Instructions. Plaintiffs further object to this Request as overly broad, unduly burdensome, and not proportional to the needs of this case because it seeks “[a]ll Documents discussing or otherwise relating to” the requested topics without regard to whether those Documents are relevant to any claim or defense in this litigation. Pursuant to their Custody or Control Objection, Plaintiffs further object to this Request to the extent it seeks materials outside Plaintiffs’ possession, custody, or control, including documents in Defendants’ possession. Plaintiffs further object to this Request to the extent it seeks information that is equally available to Defendants from publicly-available sources. Plaintiffs further object to this Request to the extent it seeks attorney-client privileged material or attorney work product.

Subject to and without waiving the foregoing General and Specific Objections, Plaintiffs will produce responsive, non-privileged documents, to the extent they exist, within Plaintiffs’ possession, custody, or control, and are located pursuant to a reasonable search.

**REQUEST NO. 58:** All Communications with third parties, including Your patients, any government or regulatory body, or the media, regarding Defendants’ use of Zelis’s services or the subject matter of the allegations of the Complaint.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants’ Definitions and Instructions. Plaintiffs further object to this Request to the extent it is duplicative of Request No. 13. Plaintiffs further object to this Request to the extent it seeks documents that are not relevant to any claim or legally cognizable defense in this litigation. Plaintiffs further object to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks “[a]ll Communications with third parties” regarding the requested topics without regard to whether those documents are relevant to any claim or defense in this litigation. Pursuant to their

Downstream Discovery Objection, Plaintiffs further object to this Request to the extent it seeks documents related to Balance Billing, including the portion of the Request seeking communications with “patients,” because such documents are not relevant to any claims or legally cognizable defenses at issue in this litigation. Plaintiffs further object to this Request to the extent it seeks attorney-client privileged material or attorney work product.

Subject to and without waiving the foregoing General and Specific Objections, Plaintiffs will produce responsive, non-privileged communications with government or regulatory bodies, to the extent they exist, within Plaintiffs’ possession, custody, or control, and are located pursuant to a reasonable search.

**REQUEST NO. 59:** All Documents pertaining to Your consideration of whether to cease or limit treating particular patients based on their Payor’s OON Reimbursement Rates, including all Documents in which you discuss or threaten such cessation or limitation.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants’ Definitions and Instructions. Plaintiffs further object to this Request to the extent it is duplicative of Request No. 56. Plaintiffs further object to this Request to the extent it seeks documents that are not relevant to any claim or legally cognizable defense in this litigation. Plaintiffs further object to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks “[a]ll Documents pertaining to” the requested topics without regard to whether those documents are relevant to any claim or defense in this litigation. Plaintiffs further object to this Request to the extent it seeks attorney-client privileged material or attorney work product.

On the basis of these Specific Objections and Plaintiffs’ General Objections, Plaintiffs respond that they will not produce documents in response to this Request.

**REQUEST NO. 60:** All Documents and Communications relating to Your sales strategies, sales forecasts, and sales plans for recruitment or retention of OON patients, or treatment of patients at any facilities at which Your practice is OON but the facility is in-network.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants' Definitions and Instructions. Plaintiffs further object to this Request to the extent it seeks documents that are not relevant to any claim or legally cognizable defense in this litigation. Plaintiffs further object to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks "[a]ll Documents and Communications relating to" the requested topics without regard to whether those documents are relevant to any claim or defense in this litigation. Pursuant to their In-Network Discovery Objection, Plaintiffs further object to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks irrelevant materials related to facilities' network contracts.

On the basis of these Specific Objections and Plaintiffs' General Objections, Plaintiffs respond that they will not produce documents in response to this Request.

**REQUEST NO. 61:** All Documents and Communications concerning the relationship between Reimbursement Rates and patient volume.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants' Definitions and Instructions. Plaintiffs further object to this Request to the extent it seeks documents that are not relevant to any claim or legally cognizable defense in this litigation. Plaintiffs further object to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks "[a]ll Documents and Communications concerning" the requested topic without regard to whether those documents are relevant to any claim or defense in this litigation. Plaintiffs further object to this Request to the extent it seeks attorney-client privileged material or attorney work

product. Pursuant to their In-Network Discovery Objection, Plaintiffs further object to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case to the extent it seeks irrelevant materials related to repricing of in-network healthcare goods and services.

On the basis of these Specific Objections and Plaintiffs' General Objections, Plaintiffs respond that they will not produce documents in response to this Request.

**REQUEST NO. 62:** All Documents relating to any consideration of or decision to cease providing OON Healthcare Goods or Services to patients associated with a particular Payor, or to reduce or forego spending on improving care or offering charitable care because of underpayments by Payors for OON Healthcare Goods or Services.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants' Definitions and Instructions. Plaintiffs further object to this Request to the extent it is duplicative of Request Nos. 56 and 59. Plaintiffs further object to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks "[a]ll Documents relating to" the requested topics without regard to whether those documents are relevant to any claim or defense in this litigation. Plaintiffs further object to this Request to the extent it seeks attorney-client privileged material or attorney work product.

Subject to and without waiving the foregoing General and Specific Objections, Plaintiffs will produce responsive, non-privileged documents, to the extent they exist and are located pursuant to a reasonable search.

**REQUEST NO. 63:** All Documents concerning when You discovered that You had been allegedly harmed by any of the Defendants' allegedly illegal conduct.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants' Definitions and Instructions. Plaintiffs further object to this Request as calling for a legal conclusion. Plaintiffs

further object to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks “[a]ll Documents concerning” the requested topics without regard to whether those documents are relevant to any claim or defense in this litigation. Plaintiffs further object to this Request to the extent it seeks attorney-client privileged material or attorney work product.

Subject to and without waiving the foregoing General and Specific Objections, Plaintiffs will produce responsive, non-privileged documents, to the extent they exist and are located pursuant to a reasonable search.

**REQUEST NO. 64:** To the extent not requested elsewhere, all Documents relating to Your claimed injury and damages from the conduct alleged in the Complaint. This includes, but is not limited to, Plaintiffs’ allegations that:

- “Repricing efforts instituted by the Commercial Payers have reduced Providers’ salaries and forced private practitioners to consider other business arrangements or to close entirely. Defendants’ repricing efforts have slashed pay for Providers.” (Complaint ¶ 248);
- “Some smaller Providers have been forced to consider joining a large hospital system or private-equity-backed group due to the drastic reduction in payments by Defendants as a result of the Zelis Conspiracy.” (Id.); and
- “Some Providers’ payments were cut so dramatically they had to close their business, requiring patients to travel several hours to find treatment elsewhere.” (Id.).

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants’ Definitions and Instructions. Plaintiffs further object to this Request to the extent it is duplicative of Request Nos. 54 and 55. Plaintiffs further object to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks “[a]ll Documents relating to” the requested



topics without regard to whether those documents are relevant to any claim or defense in this litigation. Plaintiffs further object to this Request to the extent it seeks information that will be subject to expert reports or testimony. Plaintiffs further object to this Request to the extent it seeks attorney-client privileged material or attorney work product.

Subject to and without waiving the foregoing General and Specific Objections, Plaintiffs will produce responsive, non-privileged documents and data that were cited, quoted, paraphrased, or summarized in the Complaint.

**REQUEST NO. 65:** All Documents relating to any Certificate of Need filing or approval (or similar regulatory evaluation of the potential impact of Your practice on health care costs or competition) relating to Your practice.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants' Definitions and Instructions. Plaintiffs further object to this Request to the extent it seeks documents that are not relevant to any claim or legally cognizable defense in this litigation. Plaintiffs further object to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks "[a]ll Documents relating to" the requested topics without regard to whether those documents are relevant to any claim or defense in this litigation. Plaintiffs further object to this Request to the extent it seeks attorney-client privileged material or attorney work product.

On the basis of these Specific Objections and Plaintiffs' General Objections, Plaintiffs respond that they will not produce documents in response to this Request.

**REQUEST NO. 66:** All Documents relating to Your participation in any medical-related trade associations (including but not limited to state medical associations and the American Medical Association), including Documents related to attendance (in-person, telephonic, or otherwise) at any meeting or conference with representatives of such a trade association; minutes of meetings

in which Defendants, other Payors, or Reimbursement Rates were discussed; membership on any advisory board, board of directors, committee, or other leadership structure affiliated with such a trade association; and/or the provision of Your Reimbursement Rates, revenue, net income (profit), payer sources, or other non-public data or information to such a trade association.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants’ Definitions and Instructions. Plaintiffs further object to this Request to the extent it seeks documents that are not relevant to any claim or legally cognizable defense in this litigation. Plaintiffs further object to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks “[a]ll Documents relating to” the requested topics without regard to whether those documents are relevant to any claim or defense in this litigation. Plaintiffs further object to this Request to the extent it seeks attorney-client privileged material or attorney work product.

On the basis of these Specific Objections and Plaintiffs’ General Objections, Plaintiffs respond that they will not produce documents in response to this Request.

**REQUEST NO. 67:** All Documents, including reports, charts, or summaries, regarding independent dispute resolution (IDR) submissions by Your practice under the No Surprises Act, and the arbitration award (if any) associated with each such submission.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants’ Definitions and Instructions. Plaintiffs further object to this Request to the extent it seeks documents that are not relevant to any claim or legally cognizable defense in this litigation. Plaintiffs further object to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks “[a]ll Documents” regarding the requested topics without regard to whether those documents are relevant to any claim or defense in this litigation. Plaintiffs further object to this Request to the extent it seeks attorney-client privileged material or attorney work product.

Plaintiffs further object to this Request to the extent it encompasses documents and information protected from disclosure by any confidentiality or other restrictions imposed by non-parties that limit Plaintiffs' ability to produce otherwise responsive material.

On the basis of these Specific Objections and Plaintiffs' General Objections, Plaintiffs respond that they will not produce documents in response to this Request.

**REQUEST NO. 68:** All Documents quoted, copied, excerpted, or otherwise referenced in Your Complaint or Rule 26(a) disclosures, or on which You have relied in support of Your allegations and claims.<sup>1</sup>

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants' Definitions and Instructions. Plaintiffs further object to this Request as vague and ambiguous in its use of the undefined term "otherwise referenced." Plaintiffs further object to this Request to the extent it seeks attorney-client privileged material or attorney work product.

Subject to and without waiving the foregoing General and Specific Objections, Plaintiffs will produce responsive, non-privileged documents and data that were cited, quoted, paraphrased, or summarized in the Complaint and Plaintiffs' Rule 26(a) disclosures, to the extent they exist, within Plaintiffs' possession, custody, or control, and are located pursuant to a reasonable search.

**REQUEST NO. 69:** The "Rule 11 file" compiled by or on behalf of Plaintiffs or Plaintiffs' counsel in connection with this Action, as referenced by Plaintiffs' counsel during the January 15, 2026 Motion Hearing (ECF No. 181 at 73:16–19).

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<sup>1</sup> For the Complaint, this Request includes but is not limited to the materials cited or referenced in paragraphs 8, 9, 13, 57, 66, 79, 83, 86, 99, 103, 109, 110, 114, 115, 129, 133, 135, 136, 141, 144, 156, 157, 159, 161, 162, 166, 182, 191, 193, 198, 199, 202, 205, 207, 214, 225, 247, 248, 249, 254, 270, 273, 288, 292, 296, 298, 301, 302, 305, 315, 348, 357, 360, 361, 367, 374.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants’ Definitions and Instructions. Plaintiffs further object that this Request seeks attorney-client privileged material or attorney work product without an asserted need for the requested information.

On the basis of these Specific Objections and Plaintiffs’ General Objections, Plaintiffs respond that they will not produce documents in response to this Request.

**REQUEST NO. 70:** All Documents and Communications comprising the “[a]dditional research, specific to the parties at issue,” that “was conducted as part of investigating the Zelis matter,” as referenced in Plaintiffs’ Opposition to Defendants’ Joint Motion to Dismiss the Amended and Consolidated Class Action Complaint (ECF No. 129 at 37).

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants’ Definitions and Instructions. Plaintiffs further object that this Request seeks attorney-client privileged material or attorney work product without an asserted need for the requested information.

On the basis of these Specific Objections and Plaintiffs’ General Objections, Plaintiffs respond that they will not produce documents in response to this Request.

**REQUEST NO. 71:** All Documents You receive in response to any subpoena served in connection with this Action.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants’ Definitions and Instructions. Plaintiffs further object to this Request to the extent it encompasses documents and information protected from disclosure by any confidentiality or other restrictions imposed by non-parties that limit Plaintiffs’ ability to produce otherwise responsive material.

Subject to and without waiving the foregoing General and Specific Objections, Plaintiffs will produce responsive documents, to the extent Plaintiffs serve any subpoenas and receive any documents in response to the same.

**REQUEST NO. 72:** All Communications between You and any other Plaintiffs relating to any Defendant or other Payor that You contend is a co-conspirator with any Defendant.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants' Definitions and Instructions. Plaintiffs further object to this Request to the extent it seeks documents that are not relevant to any claim or legally cognizable defense in this litigation. Plaintiffs further object to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks "[a]ll Communications" relating to the requested topics without regard to whether those documents are relevant to any claim or defense in this litigation. Plaintiffs further object to this Request to the extent it seeks attorney-client privileged material or attorney work product.

On the basis of these Specific Objections and Plaintiffs' General Objections, Plaintiffs respond that they will not produce documents in response to this Request.

**REQUEST NO. 73:** All Communications concerning this Action, or any pending or potential antitrust claims against any Defendant.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants' Definitions and Instructions. Plaintiffs further object to this Request to the extent it is duplicative of Request No. 58. Plaintiffs further object to this Request to the extent it seeks documents that are not relevant to any claim or legally cognizable defense in this litigation. Plaintiffs further object to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks "[a]ll Communications concerning" the requested topics without regard to whether those documents are relevant to any claim or defense in this litigation. Plaintiffs further object to this Request to the extent it seeks attorney-client privileged material, attorney work product, or materials protected by any other applicable privilege or protection.

On the basis of these Specific Objections and Plaintiffs' General Objections, Plaintiffs respond that they will not produce documents in response to this Request.

**REQUEST NO. 74:** All Documents related to any actual, proposed or threatened disciplinary action against You or any provider in Your practice, including but not limited to (a) any fines or penalties paid by Your practice related to the provision of Healthcare Goods or Services and/or (b) the loss or suspension of any license for any Provider in Your practice.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants' Definitions and Instructions. Plaintiffs further object to this Request to the extent it is duplicative of Request Nos. 13, 15, and 67. Plaintiffs further object to this Request to the extent it seeks documents that are not relevant to any claim or legally cognizable defense in this litigation. Plaintiffs further object to this Request as overly broad, unduly burdensome, and not proportional to the needs of the case because it seeks "[a]ll Documents related to" the requested topics without regard to whether those documents are relevant to any claim or defense in this litigation. Plaintiffs further object to this Request to the extent it seeks attorney-client privileged material or attorney work product.

On the basis of these Specific Objections and Plaintiffs' General Objections, Plaintiffs respond that they will not produce documents in response to this Request.

**REQUEST NO. 75:** All Documents upon which You intend to rely to support Your claims.

**RESPONSE:** Plaintiffs incorporate their General Objections to Defendants' Definitions and Instructions. Pursuant to their Custody or Control Objection, Plaintiffs further object to this Request to the extent it seeks materials outside Plaintiffs' possession, custody, or control, including documents in Defendants' possession. Plaintiffs further object to this Request to the extent it seeks attorney-client privileged material or attorney work product.

Subject to and without waiving the foregoing General and Specific Objections, Plaintiffs will produce responsive, non-privileged documents within Plaintiffs' possession, custody, or control.

Dated: June 25, 2026

Respectfully Submitted,

Jason S. Hartley (*pro hac vice*)  
Jason M. Lindner (*pro hac vice forthcoming*)  
Kenneth Frost (*pro hac vice*)  
Maureen Forsyth (MA Bar No. 642390)  
**HARTLEY LLP**  
101 W. Broadway, Ste 820  
San Diego, CA 92101  
(619) 400-5822  
hartley@hartleyllp.com  
lindner@hartleyllp.com  
forsyth@hartleyllp.com  
frost@hartleyllp.com

/s/ Richard M. Paul III  
Richard M. Paul III (*pro hac vice*)  
Mary Jane Fait (*pro hac vice*)  
Haley Hawn (*pro hac vice*)  
**PAUL LLP**  
600 Broadway Boulevard, Suite 600  
Kansas City, Missouri 64105  
Telephone: (816) 984-8100  
Rick@PaulLLP.com  
MaryJane@PaulLLP.com  
Haley@PaulLLP.com

***Co-Lead Counsel for Plaintiffs and Putative Class***

Amanda F. Lawrence  
**SCOTT+SCOTT ATTORNEYS AT LAW LLP**  
156 South Main Street  
P.O. Box 192  
Colchester, CT 06415  
Telephone: (860) 531-2606  
alawrence@scott-scott.com

Patrick Coughlin, *pro hac forthcoming*  
Fatima Brizuela, *pro hac forthcoming*  
**SCOTT+SCOTT ATTORNEYS AT LAW LLP**  
600 West Broadway, Suite 3300  
San Diego, CA 92101  
Telephone (619) 798-5308  
pcoughlin@scott-scott.com  
fbrizuela@scott-scott.com

Adam J. Zapala (245748)  
Elizabeth T. Castillo (280502)  
Christian S. Ruano (352012)  
**COTCHETT, PITRE & McCARTHY, LLP**  
840 Malcolm Road  
Burlingame, CA 94010  
Telephone: (650) 697-600  
azapala@cpmlegal.com  
ecastillo@cpmlegal.com

Katrina Carroll  
Kyle A. Shamberg  
**CARROLL SHAMBERG LLC**  
111 W. Washington Street, Suite 1240  
Chicago, IL 60602  
Telephone: (872) 215-6205  
katrina@cdclassactions.com  
kyle@csclassactions.com

John Landy (*pro hac vice forthcoming*)

**LANDAY ROBERTS LLP**

600 West Broadway, Suite 700

San Diego, CA 92101

Telephone: (619) 648-4811

dmogin@moginlawllp.com

Daniel J. Mogin (*pro hac vice forthcoming*)

**MOGIN LAW LLP**

4225 Executive Square, Suite 600

La Jolla, CA 92037

Telephone: (619) 687-6611

dmogin@moginlawllp.com

Daniel R. Karon (*pro hac vice forthcoming*)

**KARON LLC**

631 W. St. Clair Avenue

Cleveland, OH 44113

(216) 622-1851

dkaron@karonllc.com

David M. Cialkowski (*pro hac vice*)

Ian F. McFarland (*pro hac vice*)

**ZIMMERMAN REED LLP**

1100 IDS Center

80 S. 8<sup>th</sup> Street

Minneapolis, MN 55402

Telephone: (612) 341-0400

david.cialkowski@zimmreed.com

ian.mcfarland@zimmreed.com

Garrett D. Blancheifl

Brand D. Penney

Roberta A. Yard

**REINHARDT WENDORF &**

**BLANCHFIELD**

80 South 8<sup>th</sup> Street, Suite 900

Minneapolis, MN 55402

Telephone: (651) 287-2100

g.blanchfield@rwblawfirm.com

b.penney@rwblawfirm.com

r.yard@rwblawfirm.com

**COUNSEL FOR PLAINTIFFS**



**CERTIFICATE OF SERVICE**

I hereby certify that on the 25th day of June 2026, I electronically transmitted Plaintiffs' Responses to Defendants' First Request for Production of Documents to the following counsel of record:

/s/ Richard M. Paul III

Brett Boskiewicz (BBO# 646545)  
**McDERMOTT WILL & SCHULTE LLP**  
200 Clarendon Street  
Boston, MA 02116  
Telephone: (617) 535-4000  
bboskiewicz@mwe.com

Eric Dellon  
Joshua B. Simon (*pro hac vice*)  
Warren Haskel (*pro hac vice*)  
Emily T. Chen (*pro hac vice*)  
Chelsea Cosillos (*pro hac vice*)  
**McDERMOTT WILL & SCHULTE LLP**  
One Vanderbilt Avenue  
New York, NY 10017  
Telephone: (212) 547-5400  
jsimon@mcdermottlaw.com  
whaskel@mcdermottlaw.com  
echen@mcdermottlaw.com  
cocosillos@mcdermottlaw.com  
edellon@mcdermottlaw.com  
***Attorneys for Defendant The Cigna Group***

Joseph Kay (*pro hac vice*)  
**CLEARY GOTTLIEB STEEN &  
HAMILTON LLP**  
One Liberty Plaza  
New York, NY 10006  
New York, NY 10006  
Telephone: (212) 225-2000  
jkay@cgsh.com

Maria R. Durant (BBO# 558906)  
Alexandra Watson Bailey (BBO# 676145)  
**HOGAN LOVELLS US LLP**  
125 High Street, Suite 2010  
Boston, MA 02110  
Telephone: (616) 371-1024  
Maria.Durant@hoganlovells.com  
Alexandra.Bailey@hoganlovells.com

E. Desmond Hogan (*pro hac vice*)  
Justin Bernick (*pro hac vice*)  
W. David Maxwell (*pro hac vice*)  
**HOGAN LOVELLS US LLP**  
555 Thirteenth Street, NW  
Washington, DC 20004  
Telephone: (202) 637-5600  
desmond.hogan@hoganlovells.com  
justin.bernick@hoganlovells.com  
david.maxwell@hoganlovells.com  
***Attorneys for Defendant Elevance  
Health, Inc.***

Joseph A. Gorman (*pro hac vice*)  
Rachel S. Brass (*pro hac vice*)  
**GIBSON, DUNN & CRUTCHE LLP**  
One Embarcadero Center, Suite 2600  
San Francisco, CA 94111  
Telephone: (415) 393-8293  
rbrass@gibsondunn.com  
jgorman@gibsondunn.com

Benjamin E. Waldin  
Vanessa G. Jacobsen  
Scott C. Solberg  
**EIMERSTAHL LLP**  
224 South Michigan Avenue  
Chicago, IL 60604  
Telephone: (312) 660-7631  
bwaldin@EimerStahl.com  
vjacobson@EimerStahl.com  
ssolberg@EimerStahl.com

David B. Schwartz (*pro hac vice*)  
Z. Lilly Rudy (*pro hac vice*)  
**BRYAN CAVE LEIGHTON PAISNER LLP**  
1155 F. Street NW, Suite 700  
Washington, DC 20004  
Telephone: (202) 508-6086  
david.schwartz@bclplaw.com  
lily.rudy@bclplaw.com

Justin Kingsolver  
**BRYAN CAVE LEIGHTON PAISNER LLP**  
Two North Central Avenue, Suite 2100  
Phoenix, AZ 85004  
Telephone: (602) 364-7036  
Justin.kingsolver@bclplaw.com

Justin P. O'Brien  
**LOVETT O'BRIEN LLP**  
155 Federal Street, Suite 1300  
Boston, MA 02110  
Telephone: (617) 371-1035  
jobrien@lovettoebrien.com  
*Attorneys for Defendants Humana, Inc.*

Casey Stewart  
Matthew L. McGinnis  
Jane E. Willis  
Sandra H. Masselink  
**ROPES & GRAY LLP**  
800 Boylston Street  
Boston, MA 02199  
Telephone: (617) 951-7000  
Matthew.McGinnis@ropesgray.com  
Jane.Willis@ropesgray.com

Heather L. Richardson (*pro hac vice*)  
Christopher D. Dusseault (*pro hac vice*)  
**GIBSON, DUNN & CRUTCHER LLP**  
333 South Grand Avenue, 54<sup>th</sup> Floor  
Los Angeles, CA 90071  
Telephone: (213) 229-7409  
hrichardson@gibsondunn.com  
cdusseault@gibsondunn.com

Joshua Lipton (*pro hac vice*)  
**GIBSON, DUNN & CRUTCHER LLP**  
1700 M Street, N.W.  
Washington, DC 20036  
Telephone: (202) 955-8500  
jlipton@gibsondunn.com

Allison O'Neil (BBO# 641330)  
Kara Kelleher (BBO# 713274)  
**TROUTMAN PEPPER LOCKE**  
111 Huntington Avenue, 9<sup>th</sup> Floor  
Boston, MA 02199  
Telephone: (617) 443-3744  
Allison.Oneil@troutman.com  
Kara.Kelleher@troutman.com  
*Attorneys for UnitedHealth Group, Inc.*

George Borden  
Katherine Anne Trefz (*pro hac vice*)  
Jonathan Pitt (*pro hac vice*)  
**WILLIAMS & CONNOLLY LLP**  
680 Main Avenue SW  
Washington, DC 20025  
Telephone: (202) 403-5038  
gborden@wc.com  
ktrefz@wc.com  
jpitt@wc.com  
*Attorneys for Defendant Aetna, Inc.*

Sandra.Masselink@ropesgray.com  
Casey.Stewart@ropesgray.com  
zelis.joint.defense.group@ropesgray.com

David Young  
**ROPES & GRAY LLP**  
2099 Pennsylvania Avenue, NW  
Washington, DC 20006-6807  
Telephone: 202-508-4600  
David.Young@ropesgray.com

Casey Kyung-Se Lee (*pro hac vice*)  
**ROPES & GRAY LLP**  
1211 Avenue of the Americas  
New York, NY 10036-8704  
(212) 596-9799  
casey.lee@ropesgray.com  
*Attorneys for Defendants Zelis Healthcare, LLC*  
*Zelis Claims Integrity, LLC and*  
*Zelis Network Solutions, LLC*

# EXHIBIT 6

August 17, 2026

Emily T. Chen  
McDermott Will & Schulte  
One Vanderbilt Avenue  
New York, NY 10017-3852  
echen@mcdermottlaw.com

RE: *In re: Zelis Repricing Antitrust Litig.*, Lead Civ. Action No. 1:25-cv-10734 (D. Mass.)

Dear Counsel:

We write in response to Defendants' August 13, 2026 letter and August 15, 2026 email. In that correspondence, Defendants explained that they believed that the parties are at impasse with respect to five categories of materials and asked Plaintiffs to confirm whether Plaintiffs will stand on their objections, and if not, to identify what compromise Plaintiffs are prepared to offer. Plaintiffs provide their positions on each of the categories below.

**Balance billing, patient billing, and other sources of payment for OON healthcare services (RFP Nos. 4, 5, 8, 10–17, 20–21, 28, 32, 36, 45, 48–49, and 67).**

Plaintiffs intend to stand on their objections to producing this category of materials in response to RFP Nos. 4, 5, 8, 15, 17, 20–21, 28, 32, 36, 45, 48–49, and 67. With respect to the RFPs related to balance billing, Plaintiffs will do so for the reasons stated in their August 4, 2026 letter regarding downstream discovery. With respect to the RFPs related to other forms of patient billing and other sources of payment, Plaintiffs will also stand on their general relevance objection. Plaintiffs do not see the relevance of these RFPs, and Defendants have only offered conclusory statements as to their relevance.

Plaintiffs are prepared to offer a compromise with respect to RFP No. 16. As discussed in Plaintiffs' August 4, 2026 letter, Plaintiffs are willing to produce ordinary course documents related to Plaintiffs' allegation concerning balance billing prohibitions, without waiving their objections. In addition, to the extent that Plaintiffs' investigation identifies internal communications discussing the three topics identified in RFP No. 16, Plaintiffs are willing to produce those documents, without waiving their objections.

One other RFP in this category requires further discussion:

- RFP No. 48 does not appear to pertain to this category of materials, and Plaintiffs address it below in connection with the in-network discovery category.

Plaintiffs agree that the parties are at impasse with respect to RFP Nos. 4, 5, 8, 15, 17, 20–21, 28, 32, 36, 45, 48–49, and 67, to the extent they pertain to this category of materials.

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**In-network discovery (RFP Nos. 2, 6–8, 11–13, 17, 19, 21–25, 27–29, 40–42, 44, 46–49, 52, and 59–60).**

For the reasons stated in their August 4, 2026 letter, Plaintiffs intend to stand on their objections to producing this category of materials in response to RFP Nos. 2, 6–8, 11–13, 17, 19, 21–25, 27–28, 40–41, 46, 48–49, and 60. In addition to the relevance objection discussed in that letter, Plaintiffs believe that many of these RFPs are not proportional to the needs of the case, in light of the Rule 26(b) factors, including the parties’ relative access to relevant information, the parties’ resources, and the unimportance of this issue to the litigation. *See, e.g.*, RFP No. 2 (network contracts with Defendants); RFP No. 8 (structured data for in-network healthcare services); RFP No. 17 (all billed charges for in-network healthcare services); RFP No. 19 (all documents relating to the amount of payment that plaintiffs expected to receive in exchange for in-network healthcare services); RFP No. 25 (in-network rates and fee schedules); RFP No. 27 (all correspondence with payors regarding Zelis and other topics related employee health insurance); RFP No. 48 (all documents and communications with payors regarding a number of in-network topics); RFP No. 49 (all documents reflecting complaints regarding in-network reimbursement rates and network contracts).

Plaintiffs are prepared to offer a compromise with respect to RFP Nos. 42, 44, 47, and 52. In Defendants’ July 17 letter, they explained that in-network discovery is relevant to showing how Plaintiffs evaluate and compare what Defendants contend are reasonable substitutes, such as in-network healthcare services, and ordinary course documents showing how providers view these services as distinct or interrelated. Accordingly, if Defendants do not pursue the other In-Network RFPs above, to the extent that Plaintiffs’ investigation identifies ordinary course documents discussing the topics identified in RFP Nos. 42, 44, 47, and 52, Plaintiffs are willing to produce those documents, without waiving their objections.

Three RFPs in this category require further discussion:

- RFP No. 29 does not appear to implicate this category of materials, and Plaintiffs address it below in connection with the financial performance category.
- RFP No. 59 does not appear to pertain to this category of materials, and Plaintiffs have already agreed to produce documents responsive to RFP No. 62, which is broader than this RFP. To the extent that Defendants believe there are any categories of responsive documents encompassed by RFP No. 59 that are not captured by RFP No. 62, Plaintiffs are willing to meet and confer.
- With respect to RFP No. 60, to the extent that Plaintiffs’ investigation identifies documents responsive to the portion of the RFP seeking “sales plans for recruitment or retention of OON patients,” Plaintiffs are willing to produce those documents, without waiving their objections.

Plaintiffs agree that the parties are at impasse with respect to RFP Nos. 2, 6–8, 11–13, 17, 19, 21–25, 27–28, 40–41, 46, 48–49, and 60 (in part), to the extent they pertain to this category of materials.

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**Plaintiffs' financial performance (RFP Nos. 4, 28–38, 42, 44, 47, 59, and 64).**

Plaintiffs are willing to produce financial performance materials in response to RFP Nos. 4, 29–30, 32–33, 35–38, 42, 44, 47, and 64, subject to Plaintiffs' positions on other overlapping RFPs, without waiving their objections, to the extent they exist and are located pursuant to a reasonable search.

Several RFPs in this category require further discussion:

- With respect to RFP No. 4, Plaintiffs have agreed to produce revenue reports or revenue cycle management reports for OON healthcare services. While Plaintiffs have objected to producing documents regarding “efforts to obtain payments from patients,” Plaintiffs do not view that objection as relating to Plaintiffs' financial performance.
- With respect to RFP No. 28, Plaintiffs do not agree that any contracts with third parties for revenue cycle management functions are relevant to their financial performance, particularly when Plaintiffs have agreed to produce financial performance documents in response to RFP Nos. 29–30, 33, and 35–38. Accordingly, Plaintiffs intend to stand on their objection to producing documents in response to this RFP.
- With respect to RFP No. 31, Plaintiffs do not agree that their federal and state tax returns are relevant or probative, particularly when Plaintiffs have agreed to produce financial performance documents in response to RFP Nos. 29–30, 33, and 35–38.
- With respect to RFP No. 32, Plaintiffs are willing to produce documents sufficient to identify the amount recognized/written off for each year due to actual or expected payment/non-payment by Payors. Plaintiffs intend to stand on their objections with respect to the remainder of this RFP, as discussed above in connection with the balance billing and patient billing category of materials.
- With respect to RFP No. 34, Plaintiffs do not agree that their compensation documents are relevant or probative, particularly when Plaintiffs have agreed to produce financial performance documents in response to RFP Nos. 29–30, 33, and 35–38.
- With respect to RFP No. 36, Plaintiffs intend to stand on their objection to producing documents related to any discounts and write offs related to balance billing or patient billing, for the reasons discussed above in connection with that category. Plaintiffs are willing to produce documents responsive to the remainder of the request, without waiving their objections.
- As discussed above in connection with the in-network category of materials, Plaintiffs have proposed a compromise with respect to RFP Nos. 42, 44, and 47.
- With respect to RFP No. 59, as discussed above, Plaintiffs have already agreed to produce documents responsive to RFP No. 62, which is broader than this RFP. To the extent that Defendants believe there are any categories of responsive documents encompassed by RFP No. 59 that are not captured by RFP No. 62, Plaintiffs are willing to meet and confer.

Accordingly, Plaintiffs believe the parties may only be at impasse with respect to RFP Nos. 28, 31, 32 (in part), 34, 36 (in part), and 59, to the extent they pertain to this category of materials.

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**Plaintiffs' charge-setting documents.**

For the reasons stated in their August 4, 2026 letter, Plaintiffs intend to stand on their objections to producing this category of materials in response to RFP Nos. 17–20, 22, and 40. Plaintiffs therefore agree that the parties are at impasse with respect to these RFPs.

**Plaintiffs' Employee Sponsored Health Plans.**

For the reasons stated in their August 4, 2026 letter, Plaintiffs intend to stand on their objections to producing this category of materials in response to RFP Nos. 26 and 27. Plaintiffs therefore agree that the parties are at impasses with respect to these RFPs.

Plaintiffs' investigation is ongoing. Plaintiffs reserve all rights.

Best regards,

**ZIMMERMAN REED LLP**

A handwritten signature in black ink, appearing to read "Ian McFarland". The signature is stylized with a large "I" and "M".

Ian F. McFarland  
Of Counsel | 612.341.0400 | [ian.mcfarland@zimmreed.com](mailto:ian.mcfarland@zimmreed.com)

cc: Jason S. Hartley  
Richard M. Paul III  
Mary Jane Fait  
Kenneth Frost  
Haley Hawn



# EXHIBIT 7

August 19, 2026

Emily T. Chen  
McDermott Will & Schulte  
One Vanderbilt Avenue  
New York, NY 10017-3852  
echen@mcdermottlaw.com

RE: *In re: Zelis Repricing Antitrust Litig.*, Lead Civ. Action No. 1:25-cv-10734 (D. Mass.)

Dear Counsel:

We write in response to RFP-specific issues Defendants raised in their August 13, 2026 letter and the parties' August 13 meet and confer. In Defendants' August 15, 2026 email, Defendants asked Plaintiffs to provide written responses to those issues. Plaintiffs do so below.<sup>1</sup>

**RFP No. 10.** This RFP seeks “[a]ll contracts” pertaining to the billing of payors or patients for OON healthcare services. Plaintiffs responded that they will produce “any repricing communications with payors labelled as ‘agreements’ or ‘contracts.’” In their August 13 letter, Defendants explained that this Request seeks not only documents labelled as agreements or contracts but also the contracts themselves and asked Plaintiffs to explain what they mean by “repricing communications.” During the parties meet and confer, Plaintiffs explained that, by “repricing communications,” they meant the documents sent by Zelis to Plaintiffs that contain the “Total Billed Amount” and the “Repriced Amount,” with a signature line for the provider, and that those are the primary responsive documents of which Plaintiffs are aware. Plaintiffs then asked Defendants to clarify what additional documents related to OON healthcare services are sought by this RFP.

Defendants explained that this RFP (and RFP Nos. 24, 45, and 46) would also seek agreements with Zelis to avoid repricing (which are similar to a single case agreement), communications with Zelis reflecting negotiations or agreements regarding repricing, communications directly with insurers reflecting negotiations or agreements regarding repricing, OON rate agreements, and similar documents with Multiplan and other repricing services. Defendants then asked if Plaintiffs would agree to produce such documents. Plaintiffs do not agree that the requested documents related to Multiplan and other repricing services are relevant. However, Plaintiffs confirm that, subject to and without waiving their objections, Plaintiffs agree to produce agreements with Zelis to avoid repricing (which are similar to a single case agreement), communications with Zelis reflecting negotiations or agreements regarding repricing, communications directly with insurers reflecting negotiations or agreements regarding repricing, and OON rate agreements, to the extent they exist and are located pursuant to a reasonable search. To the extent responsive documents have not been described above, please clarify.

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<sup>1</sup> The following discussion of RFP Nos. 10, 24, 45, and 46, sets aside Plaintiffs' in-network discovery objection and downstream discovery objection, which the parties are addressing separately.

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**RFP No. 24.** This RFP seeks “[a]ll contracts or other Documents reflecting agreements” with “Zelis or any other Repricing Services, any Payor, or patients.” Plaintiffs responded that they will produce “any repricing communications with Zelis and payors labelled as ‘agreements’ or ‘contracts.’” In their August 13 letter, Defendants explained that this RFP seeks (1) not only documents labelled as agreements or contracts, but also the contracts themselves; (2) documents “reflecting agreements,” which necessarily includes communications regarding bill negotiations and not only repricing communications; and (3) not only documents related to Zelis, but other repricing services. During the August 13 meet and confer, the parties agreed that the issues Defendants identified with respect to this RFP are the same as those discussed above in connection with RFP No. 10. As with RFP No. 10, Plaintiffs do not agree that the requested documents related to Multiplan and other repricing services are relevant. However, Plaintiffs confirm that, subject to and without waiving their objections, Plaintiffs agree to produce agreements with Zelis to avoid repricing (which are similar to a single case agreement), communications with Zelis reflecting negotiations or agreements regarding repricing, communications directly with insurers reflecting negotiations or agreements regarding repricing, and OON rate agreements, to the extent they exist and are located pursuant to a reasonable search.

**RFP No. 45.** This RFP seeks “[a]ll contracts or other Documents reflecting agreements” with “Zelis or any other Repricing Services, any Payor, or patients.” Plaintiffs responded that they will produce “any repricing communications with Zelis and payors labelled as ‘agreements’ or ‘contracts.’” In their August 13 letter, Defendants explained that this RFP also seeks documents “reflecting agreements,” which includes communications regarding bill negotiations, and it is not limited to Zelis, so it seeks documents related to Multiplan and other repricing services.

During the August 13 meet and confer, the parties agreed that the issues Defendants identified with respect to this RFP are the same as those discussed above in connection with RFP No. 10. As with RFP Nos. 10 and 24, Plaintiffs do not agree that the requested documents related to Multiplan and other repricing services are relevant. However, Plaintiffs confirm that, subject to and without waiving their objections, Plaintiffs agree to produce agreements with Zelis to avoid repricing (which are similar to a single case agreement), communications with Zelis reflecting negotiations or agreements regarding repricing, communications directly with insurers reflecting negotiations or agreements regarding repricing, and OON rate agreements, to the extent they exist and are located pursuant to a reasonable search.

**RFP No. 46.** This RFP seeks “[a]ll correspondence, drafts, or other Documents reflecting Communications or negotiations.” Plaintiffs responded that they will produce “any correspondence, drafts, or other documents reflecting communications or negotiations concerning repricing communications related to OON healthcare services that are labelled as ‘agreements’ or ‘contracts.’” In their August 13 letter, Defendants explained that this RFP seeks not only documents reflecting communications or negotiations concerning documents “labelled as ‘agreements’ or ‘contracts.’” but also documents concerning the contracts themselves, as well as communications regarding bill negotiations and not just repricing communications.

During the August 13 meet and confer, the parties agreed that the issues Defendants identified with respect to this RFP are the same as those discussed above in connection with RFP No. 10. As with

Emily Chen  
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RFP Nos. 10, 24, and 45, Plaintiffs do not agree that the requested documents related to Multiplan and other repricing services are relevant. However, Plaintiffs confirm that, subject to and without waiving their objections, Plaintiffs agree to produce agreements with Zelis to avoid repricing (which are similar to a single case agreement), communications with Zelis reflecting negotiations or agreements regarding repricing, communications directly with insurers reflecting negotiations or agreements regarding repricing, and OON rate agreements, to the extent they exist and are located pursuant to a reasonable search.

**RFP No. 50.** In their August 13 letter, Defendants wrote that they “understand that Plaintiffs are now willing to produce “responsive, non-privileged documents related to OON healthcare services” and asked Plaintiffs to clarify what, if anything Plaintiffs intend to withhold from production. During the August 13 meet and confer, Plaintiffs explained that this RFP is broader than OON healthcare services, so they would intend to withhold documents related to in-network healthcare services.

**RFPs 54, 56, 57, 62.** In their August 13 letter, Defendants asked Plaintiffs to confirm that any and all documents that Plaintiffs withhold on the basis of attorney-client privilege, work-product doctrine, and/or common-interest privilege will be included on Plaintiffs’ privilege logs. During the August 13 meet and confer, Plaintiffs confirmed that they will comply with their obligations under the ESI Protocol with respect to the logging of privileged documents.

**RFP No. 65.** In their August 13 letter, Defendants wrote that the requested Certificate of Need materials are relevant to “regulatory barriers to entry and expansion in healthcare markets,” as well as “market power and the existence of the alleged conspiracy” because “Plaintiffs themselves allege that high barriers to entry support their conspiracy theory.” Chen ltr. (Aug. 13, 2026), at 3-4 (citing Second Am. Compl. ¶¶ 271, 275–278). In the context of a different plus factor, this relevance argument was rejected by the court in *Broilers* because “Plaintiffs aren’t on trial” and it “is a sideshow and unnecessary for this case.” See Doc. 1895-2 (Aug. 25, 2023 Mot. in *Limine Hr’g Tr., In re Broiler Chicken Antitrust Litig.*, No. 1:16-cv-08637 (N.D. Ill.), Doc. 6819) at 82:5-84:8. Nonetheless, in an effort to compromise and minimize the Court’s burden, Plaintiffs are willing to produce documents responsive this RFP, subject to and without waiving Plaintiffs’ objections, to the extent such documents exist and are located pursuant to a reasonable search.

**RFP No. 66.** In their August 13 letter, Defendants wrote that documents relating to Plaintiffs’ participation in trade associations may be relevant to communications among Plaintiffs and other providers regarding Plaintiffs’ allegations of concerted action, reimbursement rates, payors (including Defendants), market conditions, or damages. During the parties’ August 13, meet and confer, Plaintiffs explained that they had already agreed to produce documents sufficient to show the topics and substance of any external meetings regarding pricing and payment for OON healthcare services with respect to payors in response to RFP No. 5,<sup>2</sup> and Plaintiffs did not see the relevance of documents related to their membership or participation in medical-related trade associations. Defendants responded that those materials are relevant because Plaintiffs have alleged that Defendants participation in trade associations supports the plausibility of the

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<sup>2</sup> See McFarland ltr. (Aug. 6, 2026), at 5 (subject to and without waiving Plaintiffs’ objections).

Emily Chen  
August 19, 2026  
Page 4

conspiracy. This argument was rejected by the court in *Broilers* because “Plaintiffs aren’t on trial” and it “is a sideshow and unnecessary for this case.” See Doc. 1895-2 (Aug. 25, 2023 Mot. in Limine Hr’g Tr., *In re Broiler Chicken Antitrust Litig.*, No. 1:16-cv-08637 (N.D. Ill.), Doc. 6819 at 82:5-84:8. Nonetheless, in an effort to compromise and minimize the Court’s burden, Plaintiffs are willing to produce documents responsive to this RFP, subject to and without waiving Plaintiffs’ objections, to the extent such documents exist and are located pursuant to a reasonable search.

**RFP No. 69, 70.** In their July 17 letter, Defendants asked Plaintiffs to clarify whether they “intend to withhold responsive, non-privileged documents that they have already publicly discussed in filings or oral argument before the Court.” In their August 4 letter, Plaintiffs responded that “[t]hese documents are protected from disclosure by the attorney client privilege and/or attorney work product and will not be produced.” In their August 13 letter, Defendants asked Plaintiffs to explain the basis for their privilege assertions and confirm whether Plaintiffs contend that all responsive documents are privileged. Plaintiffs respond that the materials sought by this RFP are comprised of investigatory materials drafted in anticipation of litigation, which reflect counsel’s opinions and legal theories, as well as communications with Plaintiffs, and that all such materials privileged or protected work product.

In their August 13 letter, Defendants also wrote that “[t]o the extent Plaintiffs withhold any responsive documents from production on the basis of attorney-client privilege, work-product doctrine, and/or common-interest privilege, confirm that Plaintiffs will include those documents on their privilege logs.” Plaintiffs respond that they will comply with their obligations under the ESI protocol with respect to the logging of privileged or work product documents sought by this RFP.

**RFP Nos. 72, 73.** In their July 17 letter, Defendants asked Plaintiffs to “articulate the specific bases for Plaintiffs’ relevance objections.” Plaintiffs responded that “[t]his request seeks materials protected by attorney-client privilege, the work product doctrine, and the common interest doctrine.” In their August 13 letter, Defendants wrote that “an assertion of privilege is not a relevance objection” and asked Plaintiffs to “[e]xplain the basis for Plaintiffs’ relevance objection.” In definition No. 20 of Defendants RFPs, Defendants defined “Plaintiffs,” “You,” and “Your” to include “any counsel acting on [Plaintiffs’] behalf.” Accordingly, these RFPs seek a large volume of irrelevant materials, including discovery-on-discovery and case management and scheduling matters.

Defendants also asked Plaintiffs to confirm whether they contend that all responsive documents are privileged. If Defendants agree that these RFPs should be construed as limited to communications from Plaintiffs themselves (as opposed to including communications from Plaintiffs’ counsel), Plaintiffs believe that is true based on the current state of their investigation.

Defendants also wrote that that “[t]o the extent Plaintiffs withhold any responsive documents from production on the basis of attorney-client privilege, work-product doctrine, and/or common-interest privilege, confirm that Plaintiffs will include those documents on their privilege logs.” Plaintiffs respond that they will comply with their obligations under the ESI protocol with respect to the logging of privileged or work product documents sought by this RFP.

Emily Chen  
August 19, 2026  
Page 5

Plaintiffs' investigation is ongoing. Plaintiffs reserve all rights.

Best regards,

**ZIMMERMAN REED LLP**

A handwritten signature in black ink, appearing to read "Ian McFarland". The signature is written in a cursive, slightly stylized font.

Ian F. McFarland  
Of Counsel | 612.341.0400 | [ian.mcfarland@zimmreed.com](mailto:ian.mcfarland@zimmreed.com)

cc: Jason S. Hartley  
Richard M. Paul III  
Mary Jane Fait  
Kenneth Frost  
Haley Hawn

# EXHIBIT 9



Rick Paul  
Partner

T 816.984.8100  
F 816.984.8101

August 24, 2026

**Via Email**

zelis.joint.defense.group@ropesgray.com

**Re: *In re: Zelis Repricing Antitrust Litigation*, No. 1:25-cv-10734-BEM (D. Mass) –  
Plaintiffs’ Response to August 21, 2026 Chen Letter**

Dear Counsel:

We write in response to your August 21, 2026 letter. Defendants wrote that they understand the parties are at impasse with respect to six categories of documents, and asked Plaintiffs to confirm whether they agree.

- **Balance billing, patient billing, and other sources of payment for OON healthcare services (RFP Nos. 4–5, 8, 10–17, 20–21, 28, 32, 36, 45, 48–49, and 67):** Plaintiffs agree that the parties are at impasse with respect to this category, subject to the compromise Plaintiffs have offered with respect to RFP No. 16.
- **In-network discovery (RFP Nos. 2, 6–8, 11–14, 17, 19, 21–25, 27–29, 40–42, 44, 46–50, 52, and 60):** Plaintiffs agree that the parties are at impasse with respect to this category, subject to the discussion of RFP Nos. 42, 44, 47, 52 below.
- **Plaintiffs’ financial performance (RFP Nos. 28–29, 31–38, 42, 44, 47, and 52):** Plaintiffs disagree that the parties are at impasse with respect to RFP Nos. 29–30, 33, 35, 37–38, 42, 44, 47, as reflected in their August 17 letter. Plaintiffs agree that the parties are at impasse with respect to RFP Nos. 28, 31, 32 (in part), 34, 36 (in part). RFP No. 52 was not identified in Defendants’ August 13 letter, and Plaintiffs will agree to produce documents in response to it, as discussed below.
- **Plaintiffs’ charge-setting documents (RFP Nos. 17–20, 22, and 40):** Plaintiffs agree that the parties are at impasse with respect to this category.
- **Plaintiffs’ employer-sponsored health plans (RFP Nos. 26 and 27):** Plaintiffs agree that the parties are at impasse with respect to this category.
- **Repricing services other than Zelis (RFP Nos. 10, 24, and 45–46):** Plaintiffs agree that the parties are at impasse with respect to this category.

**Plaintiffs’ “Downstream Discovery Objection”**

- **RFP No. 16.** In their August 17 letter, Plaintiffs explained that they were “prepared to offer a compromise” with respect to RFP No. 16 and agreed to produce ordinary-course documents related to Plaintiffs’ allegation concerning balance billing prohibitions, as well as any internal communications that “discuss the three topics identified” in the Request. In their August 21 letter, Defendants stated that “RFP No. 16 seeks discovery regarding Plaintiffs’ balance-billing allegations more generally; it does not limit the discovery to balance billing prohibitions” and asked Plaintiffs to “[c]onfirm that Plaintiffs will produce all non-privileged, ordinary-course documents responsive to this Request, including documents relating to Plaintiffs’ allegations regarding balance billing generally, and not only





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documents concerning alleged balance-billing prohibitions.” Defendants’ request is broader than the compromise position Plaintiffs have offered with respect to this RFP. As reflected in Plaintiffs’ August 17 letter, Plaintiffs will agree to produce (1) ordinary-course documents related to Plaintiffs’ allegation concerning balance billing prohibitions; and (2) internal communications that discuss the three topics identified in RFP No. 16. To the extent that Defendants are requesting that Plaintiffs produce documents related to any actual balance billing, Plaintiffs do not agree to do so.

- **RFP No. 48:** In their August 17 letter, Plaintiffs state that this Request “does not appear to pertain” to balance billing. In their August 21 letter, Defendants wrote that “this Request would capture communications regarding balance billing to the extent such communications discuss reimbursement rates, patient cost-sharing, discounts, or contract terms, including any provisions restricting Plaintiffs from billing patients for amounts not paid by a payor.” As discussed above in connection with RFP No. 16, Plaintiffs will agree to produce ordinary-course documents related to Plaintiffs’ allegation concerning balance billing prohibitions, which would encompass “any provisions restricting Plaintiffs from billing patients for amounts not paid by a payor.” Plaintiffs agree that the parties are at impasse with respect to the remainder of the topics Defendants identified in their August 21 letter with respect to this RFP.

#### **Plaintiffs’ “In-Network Discovery Objection”**

- **RFP Nos. 42, 44, 47, 52.** In their August 17 letter, Plaintiffs stated that they were “prepared to offer a compromise” and produce ordinary-course documents discussing the topics identified in RFP Nos. 42, 44, 47, and 52,” if Defendants agreed not to pursue the other in-network RFPs. In their August 21 letter, Defendants rejected Plaintiffs’ offer of compromise. Nonetheless, in an effort to compromise and minimize the number of disputes before the Court, Plaintiffs will still agree to produce ordinary-course documents discussing the topics identified in RFP Nos. 42, 44, 47, and 52, without waiving their objections. Accordingly, Plaintiffs do not agree that the parties are at impasse with respect to those RFPs.
- **RFP No. 50:** Plaintiffs agree that the parties are at impasse with respect to this RFP to the extent it pertains to in-network healthcare services.

#### **Plaintiffs’ Financial Performance**

- **RFP Nos. 29–30, 33, 35, 37–38.** In their August 17 letter, Plaintiffs explained that they “are willing to produce financial performance documents” in response to RFP Nos. 29–30, 33, 35, 37–38, without waiving their objections. In their August 21 letter, Defendants complained that this “position appears inconsistent with Plaintiffs’ August 4 letter” and asked Plaintiffs to “[c]onfirm whether Plaintiffs will produce all responsive, non-privileged financial-performance documents responsive to RFP Nos. 29–30, 33, 35, and 37–38, or whether Plaintiffs intend to withhold any responsive materials on the basis of their previously asserted objections.” Plaintiffs agreed to produce documents in response to those RFPs in an effort to compromise and minimize the number of disputes before the Court. Plaintiffs intend to produce all responsive materials, to the extent they exist, and do not intend to withhold any responsive documents on the basis of previously asserted objections, aside from privilege. Plaintiffs therefore do not agree that the parties are at impasse with respect to these RFPs.



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- **RFP No. 32.** In their August 17 letter, Plaintiffs agreed to produce “documents sufficient to identify the amount recognized/written off for each year due to actual or expected payment/non-payment by Payors” in response to this Request. In their August 21 letter, Defendants wrote that “this Request also seeks Plaintiffs’ ‘policies and procedures relating to recognition of revenue from various sources of payment (e.g., Payors, patients, etc.).’” Plaintiffs do not see the relevance of any policies related to recognition of revenue from patients, and as explained in Plaintiffs’ August 17 letter, Plaintiffs intend to stand on their objections with respect to that portion of this RFP for the reasons they have discussed in connection with the balance billing and patient billing categories of materials. Plaintiffs therefore believe that the parties are at impasse with respect to that portion of RFP No. 32.

### **RFP-Specific Issues**

In addition to the categorical issues discussed above, Defendants asked Plaintiffs to discuss several RFP-specific issues. Plaintiffs do so below.

- **RFP No. 10.** This Request seeks “[a]ll contracts” pertaining to the billing of payors or patients for OON healthcare services. In their August 4 letter, Plaintiffs responded that they will produce “any repricing communications with payors labelled as ‘agreements’ or ‘contracts.’” In their August 13 letter, Defendants explained that this Request seeks not only documents labelled as agreements or contracts but also the contracts themselves and, in the parties’ August 13 meet and confer, identified several categories of contracts sought by this Request. In their August 19 letter, Plaintiffs agreed to produce agreements with Zelis to avoid repricing (which are similar to a single case agreement), communications with Zelis reflecting negotiations or agreements regarding repricing, communications directly with insurers reflecting negotiations or agreements regarding repricing, and OON rate agreements, to the extent they exist and are located pursuant to a reasonable search. In their August 21 letter, Defendants explained that “this Request seeks ‘[a]ll contracts’ pertaining to the billing of payors or patients for OON healthcare services, including contracts with ‘Payors, patients, and persons or entities who refer or recruit patients with coverage for OON Healthcare Goods or Services’” and asked Plaintiffs to “[c]onfirm that Plaintiffs will produce contracts responsive to this Request, including agreements with insurers and other payors.” Plaintiffs agree to produce such contracts with insurers, other payors, and entities who refer or recruit patients with coverage for OON Healthcare Goods or Service, to the extent they exist and are located pursuant to a reasonable search. Plaintiffs do not agree to produce contracts with patients in response to this RFP. Finally, Defendants stated in their August 21 letter that “Defendants understand the Parties to be at an impasse on the relevance of materials related to MultiPlan and other repricing services.” Plaintiffs agree.
- **RFP Nos. 24.<sup>1</sup>** Defendants stated in their August 21 letter that “Defendants understand the Parties to be at an impasse on the relevance of materials related to MultiPlan and other repricing services.” Plaintiffs agree.
- **RFP Nos. 27, 50, 64, 66.** In their August 21 letter, Defendants asked Plaintiffs to confirm whether they will produce responsive, non-privileged materials concerning MultiPlan and other repricing services in response to RFP Nos. 27, 50, 64, and 66. Plaintiffs intend to stand on their objections to producing such

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<sup>1</sup> The following discussion of RFP Nos. 24, 45, and 46 omits discussion of issues that overlap with the above discussion of RFP 10.



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materials in response to these RFPs and understand that likely means the parties are at impasse with respect to these RFPs.

- **RFP No. 45.** In their August 21 letter, Defendants asked Plaintiffs to confirm that they will produce all contracts responsive to this Request, including agreements with other payors and patients, and documents reflecting such agreements. As with RFP No. 10, Plaintiffs will agree to produce any contracts with payors relating to OON healthcare services, to the extent they exist and are located pursuant to a reasonable search. However, Plaintiffs intend to stand on their objection to producing any network contracts and contracts with patients for the reasons previously discussed in connection with the in-network discovery and balance billing categories of materials. Plaintiffs understand this likely means that the parties are at impasse with respect to those portions of this request. Defendants also stated that “Defendants understand the Parties to be at an impasse on the relevance of materials related to MultiPlan and other repricing services.” Plaintiffs agree.
- **RFP No. 46.** In their August 21 letter, Defendants stated that “Defendants understand the Parties to be at an impasse on the relevance of materials related to MultiPlan and other repricing services.” Plaintiffs agree.
- **RFP No. 51:** In their August 17 letter, Defendants stated that this Request seeks materials that are relevant to Plaintiffs’ alleged antitrust market. In their August 21 letter, Defendants asked Plaintiffs to confirm whether they will agree Plaintiffs will produce responsive, non-privileged materials in response to this Request. In an effort to compromise and minimize the Court’s burden, Plaintiffs are willing to produce documents responsive this RFP, subject to and without waiving Plaintiffs’ objections, to the extent such documents exist and are located pursuant to a reasonable search.
- **RFP Nos. 59 and 62.** In their August 19 letter, Plaintiffs explained that they have agreed to produce documents responsive to RFP No. 62, which is broader than RFP 59 and asked Defendants to clarify what categories of documents they are seeking with respect to RFP No. 59 that are not captured by RFP No. 62. In their August 21 letter, Defendants requested that Plaintiffs “confirm that Plaintiffs’ production in response to RFP No. 62 will include documents in which Plaintiffs discuss or threaten ceasing, limiting, or otherwise restricting treatment or OON Healthcare Goods or Services for patients associated with a particular payor based on that payor’s OON reimbursement rates or alleged underpayments.” Upon further reflection, Plaintiffs believe that those materials would pertain to Defendants’ unclean hands defense and are not probative of any relevant issue in light of Plaintiffs’ agreement to produce documents in response to RFP No. 62. Plaintiffs will therefore stand on their objections to producing documents in response to RFP No. 59. Plaintiffs understand that this will likely mean that the parties are at impasse with respect to RFP No. 59.
- **RFP Nos. 69, 70.** In their July 17 letter, Defendants asked Plaintiffs to clarify whether they “intend to withhold responsive, non-privileged documents that they have already publicly discussed in filings or oral argument before the Court.” In their August 4 letter Plaintiffs responded that “[t]hese documents are protected from disclosure by the attorney client privilege and/or attorney work product and will not be produced. In their August 13 letter, Defendants asked Plaintiffs to explain the basis for their privilege assertions and to confirm whether Plaintiffs contend that all responsive documents are privileged. In their August 19 letter, Plaintiffs responded that “the materials sought by this RFP are comprised of investigatory materials drafted in anticipation of litigation, which reflect counsel’s



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opinions and legal theories, as well as communications with Plaintiffs, and that all such materials [are] privileged or protected work product.” In their August 21 letter, Defendants asked Plaintiffs to “[c]onfirm that Plaintiffs’ position is that all materials sought by these Requests are privileged or subject to the work-product doctrine.” Plaintiffs so confirm.

- **RFP Nos. 72, 73.** In their July 17 letter, Defendants asked Plaintiffs to “articulate the specific bases for Plaintiffs’ relevance objections” to these Requests. In their August 4 letter, Plaintiffs responded that “[t]his request seeks materials protected by attorney-client privilege, the work product doctrine, and the common interest doctrine.” In their August 13 letter, Defendants stated that “an assertion of privilege is not a relevance objection,” and asked Plaintiffs to (1) explain the basis for their relevance objection or, in the alternative, confirm that Plaintiffs withdraw their relevance objection; and (2) confirm whether Plaintiffs contend that all responsive documents are privileged. In their August 19 letter, Plaintiffs responded that Definition No. 20 in Defendants’ First Set of RFPs defines “Plaintiffs,” “You,” and “Your” to include “any counsel acting on [Plaintiffs’] behalf,” and, accordingly, the Requests seek “a large volume of irrelevant materials, including discovery-on-discovery and case management and scheduling matters.” Plaintiffs further explained that, if Defendants agree that these RFPs should be construed as limited to communications from Plaintiffs themselves (as opposed to including communications from Plaintiffs’ counsel), Plaintiffs believe that all responsive documents are privileged based on the current state of their investigation. In their August 21 letter, Defendants asked Plaintiffs to “[c]onfirm that Plaintiffs’ position is that all documents responsive to these Requests, including any communications between or among the provider-Plaintiffs themselves, are privileged and, if not, those communications will be produced.” Plaintiffs do not believe that there are any communications between or among the provider-patients themselves that are responsive to these RFPs. In the unlikely event that Plaintiffs’ investigation locates any non-privileged communications from the provider-plaintiffs that are responsive to these RFPs, Plaintiffs agree to produce them.
- **RFP No. 74.** This Request seeks “any actual, proposed or threatened disciplinary action against You or any provider in Your practice, including but not limited to (a) any fines or penalties paid by Your practice related to the provision of Healthcare Goods or Services and/or (b) the loss or suspension of any license for any Provider in Your practice.” In their July 17 letter, Defendants asked Plaintiffs to “articulate the specific bases for Plaintiffs’ relevance objections” to this Request. In their August 4 letter, Plaintiffs responded that this Request “appears to relate to defenses related to Defendants’ purported pro-competitive justifications or an unclean hands defense, neither of which are legally cognizable defenses to Plaintiffs’ *per se* claims.” In their August 21 letter, Defendants responded that the requested “materials relevant to Defendants’ procompetitive justifications are relevant to the rule-of-reason analysis.” Plaintiffs do not agree that “any actual, proposed, or threatened disciplinary action” against Plaintiffs is relevant to Defendants’ procompetitive justifications. Accordingly, Plaintiffs intend to stand on their objections with respect to this Request. Plaintiffs understand that likely means the parties are at impasse with respect to this Request.

#### **Data Fields and Data Dictionaries**

Defendants asked for a substantive update regarding their data fields. In correspondence, Defendants have asked Plaintiffs to confirm whether each Plaintiff has any data fields or data systems relevant to the categories identified in Attachment A to Defendants’ First Set of RFPs that were not disclosed in Plaintiffs’ July 6



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disclosures. During the parties' July 17 meet and confer, Defendants also stated that they believed each Plaintiff should at least be able to produce a field for the claim number. Plaintiffs provide the following update.

**PIMG.** Plaintiff PIMG confirms that there are no data fields or data systems relevant to the categories identified in Attachment A to Defendants' First Set of RFPs that were not disclosed in Plaintiffs' July 6 disclosures.

**Chelsea Foot and Ankle.** Plaintiff Chelsea Foot and Ankle confirms that there are no data systems relevant to the categories identified in Attachment A to Defendants' First Set of RFPs that were not disclosed in Plaintiffs' July 6 disclosures. Plaintiff Chelsea Foot and Ankle has identified additional data fields, which are reflected in the attached production of sample data produced herewith as CHELSEAFOOT\_000002. Plaintiffs are producing this sample data subject to and without waiving the objections stated in Plaintiffs' Objections and Responses to Defendants' First Set of RFPs and the correspondence that followed. Plaintiffs have designated this production of sample data as Highly Confidential – Outside Counsel Only, pursuant to the HIPPA-Qualified Protective Order.

**Ayer.** Plaintiff Ayer confirms that there are no data systems relevant to the categories identified in Attachment A to Defendants' First Set of RFPs that were not disclosed in Plaintiffs' July 6 disclosures. Plaintiff Ayer has confirmed that a field for the claim number is not tracked in its Dentrix billing system. Plaintiff Ayer has not identified additional data fields, though our investigation is ongoing. Sample data for Plaintiff Ayer is attached herewith as AYER\_000002. Plaintiffs are producing this sample data subject to and without waiving the objections stated in Plaintiffs' Objections and Responses to Defendants' First Set of RFPs and subsequent correspondence. Plaintiffs have designated this production of sample data as Highly Confidential – Outside Counsel Only, pursuant to the HIPPA-Qualified Protective Order.

**Scaccia.** Plaintiff Scaccia confirms that there are no data systems relevant to the categories identified in Attachment A to Defendants' First Set of RFPs that were not disclosed in Plaintiffs' July 6 disclosures. Plaintiff Scaccia has confirmed that a field for the claim number is not tracked in its Advantx billing system. Plaintiff Scaccia has not identified additional data fields, though our investigation is ongoing.

**Bachoua.** Plaintiff Bachoua confirms that there are no data systems relevant to the categories identified in Attachment A to Defendants' First Set of RFPs that were not disclosed in Plaintiffs' July 6 disclosures. Plaintiff Bachoua has not identified additional data fields, though our investigation is ongoing.

**Plaintiff Missing Peace.** Plaintiff Missing Peace confirms that there are no data systems relevant to the categories identified in Attachment A to Defendants' First Set of RFPs that were not disclosed in Plaintiffs' July 6 disclosures. Plaintiff Missing Peace has not identified additional data fields, though our investigation is ongoing.

**Data dictionaries.** Plaintiffs' investigation has not located data dictionaries for Plaintiffs Chelsea Foot and Ankle, Ayer, Scaccia, Bachoua, or Missing Peace.

Plaintiffs' investigation is ongoing. Plaintiffs reserve all rights.



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Sincerely,

A handwritten signature in blue ink, appearing to read 'Rick Paul'.

Rick Paul

CC: Plaintiffs' Counsel of Record

# EXHIBIT 11



Haley Hawn  
Attorney

T 816.984.8104  
F 816.984.8101

Haley@PaulLLP.com

August 28, 2026

**Via Email**

zelis.joint.defense.group@ropesgray.com

**Re: *In re: Zelis Repricing Antitrust Litigation*, No. 1:25-cv-10734-BEM (D. Mass) –  
Plaintiffs' Responses Defendants' August 26, 2026 Letter**

Counsel:

We write in response to your August 26, 2026 letter. Defendants wrote that they understand that the parties are at impasse with respect to six categories of material:

- Balance billing, patient billing, and other sources of payment for OON healthcare services (RFP Nos. 4–5, 8, 10–15, 17, 20–21, 28, 32, 36, 45, 48–49, and 67)
- In-network discovery (RFP Nos. 6–8, 11–14, 17, 19, 21–24, 27–29, 40–41, 46, 48–50, and 60);
- Plaintiffs' financial performance (RFP Nos. 28, 31–32, 34, and 36).
- Plaintiffs' billed charges (RFP Nos. 17–20 and 22).
- Plaintiffs' employer-sponsored health plans (RFP Nos. 26 and 27); and
- Repricing services other than Zelis (RFP Nos. 10, 24, 27, 45–46, 50, 64, and 66).

Defendants asked Plaintiffs to continue to assess whether further compromise is possible to narrow the disputes before the Court. Defendants also asked Plaintiffs to provide additional information about compromises Plaintiffs have previously provided and to respond to certain compromises Defendants now propose.

**Plaintiffs' Billed Charges (RFP Nos. 17–20 and 22).**

Plaintiffs previously explained that they intended to stand on their objections to producing materials in response to these Requests. In an effort to compromise and narrow the disputes before the Court, however, Plaintiffs are now willing to produce materials responsive to these Requests, subject to their in-network discovery and downstream discovery objections, and without waiving their relevance objections. In other words, Plaintiffs agree to produce the following documents:

- **RFP No. 17:** For each year, Plaintiffs' fee schedules for out-of-network healthcare services, chargemasters for out-of-network healthcare services, and billed charges to payors for out-of-network healthcare services, to the extent such documents exist and are located pursuant to a reasonable search.
- **RFP No. 18:** Documents that reference Plaintiffs' fee schedules for out-of-network healthcare services, chargemasters for out-of-network healthcare services, and billed charges to payors for out-of-network healthcare services in connection with any payors Reimbursement Rate for out-of-network healthcare services, to the extent such documents exist and are located pursuant to a reasonable search.
- **RFP No. 19:** All documents reflecting, referring to, or relating to the amount of payment that Plaintiffs expect or expected to receive from payors in exchange for out-of-network healthcare services rendered, to the extent such documents exist and are located pursuant to a reasonable search.





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- **RFP No. 20:** All documents reflecting any analysis of Plaintiffs' fee schedules for out-of-network healthcare services, chargemasters for out-of-network healthcare services, and billed charges to payors for out-of-network healthcare services, to the extent such documents exist and are located pursuant to a reasonable search.
- **RFP No. 22:** All Documents pertaining to the development, use, or distribution of any pricing benchmarking reports, surveys, analyses, or databases, whether developed internally or externally, pertaining to assessment of Plaintiffs' fee schedules for out-of-network healthcare services, chargemaster rates for out-of-network healthcare services, and billed charges to payors for out-of-network healthcare services, and payors' reimbursement rates for out-of-network healthcare services, to the extent such documents exist and are located pursuant to a reasonable search.

Plaintiffs intend to withhold any otherwise responsive documents related to in-network healthcare services and balance billing or patient billing. Plaintiffs understand, however, that the Court's resolution of those issues will also resolve those objections as they pertain to these Requests.

#### **Plaintiffs' "Downstream Discovery Objection"**

- **RFP No. 16.** In their August 17 letter, Plaintiffs explained that they were "prepared to offer a compromise" with respect to RFP No. 16 and agreed to produce ordinary-course documents related to Plaintiffs' allegation concerning balance billing prohibitions, as well as any internal communications that "discuss the three topics identified" in the Request. In their August 21 letter, Defendants stated that "RFP No. 16 seeks discovery regarding Plaintiffs' balance-billing allegations more generally; it does not limit the discovery to balance billing prohibitions" and asked Plaintiffs to "[c]onfirm that Plaintiffs will produce all non-privileged, ordinary-course documents responsive to this Request, including documents relating to Plaintiffs' allegations regarding balance billing generally, and not only documents concerning alleged balance-billing prohibitions." In their August 24 letter, Plaintiffs explained that Defendants' request is broader than the compromise position Plaintiffs have offered with respect to this RFP. Plaintiffs further explained that they "will agree to produce (1) ordinary-course documents related to Plaintiffs' allegation concerning balance billing prohibitions; and (2) internal communications that discuss the three topics identified in RFP No. 16" and [t]o the extent that Defendants are requesting that Plaintiffs produce documents related to any actual balance billing, Plaintiffs do not agree to do so." In their August 26 letter, Defendants asked Plaintiffs to "clarify whether Plaintiffs' compromise includes internal communications that undermine their balance-billing allegations, including any communications showing that Plaintiffs understood they could balance bill patients notwithstanding the alleged prohibitions." Plaintiffs confirm that it does and that they will produce such documents, to the extent such documents exist and are located pursuant to a reasonable search.
- **RFP No. 45.** In their August 26 letter, Defendants wrote that they agree that the Parties are at an impasse with respect to the portion of RFP No. 45 that seeks materials related to MultiPlan and other repricing services and balance billing and will seek resolution from the Court. Plaintiffs share this understanding.

#### **Plaintiffs' "In-Network Discovery Objection"**

- **RFP Nos. 42, 44, 47, 52.** In their August 17 letter, Plaintiffs stated that they were "prepared to offer a compromise" and produce ordinary-course documents discussing the topics identified in RFP Nos. 42, 44, 47, and 52," if Defendants agreed not to pursue the other in-network RFPs. In their August 21 letter, Defendants rejected Plaintiffs' offer of compromise. In their August 24 letter, Plaintiffs explained that, in an effort to compromise and minimize the number of disputes before the Court, they will nonetheless still



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agree to produce ordinary-course documents discussing the topics identified in RFP Nos. 42, 44, 47, and 52, without waiving their objections. In their August 26 letter Defendants asked Plaintiffs to “[c]larify what, if anything, Plaintiffs intend to withhold from production.” Plaintiffs do not intend to withhold any responsive, non-privileged materials from their productions in response to these Requests.

- RFP Nos. 2, 25.** In their August 17 letter, Plaintiffs stated that they further objected to providing certain INN discovery based on the parties’ relative access to information, including with respect to RFP Nos. 2, 8, 17, 19, 25, 27, 48, and 49.<sup>1</sup> In their August 26 letter, Defendants proposed a compromise with respect to two of those Requests: RFP Nos. 2 and 10. As to RFP No. 2, Defendants explained that they “are willing to narrow the Request to exclude executed contracts in Defendants’ possession, provided Plaintiffs agree that those contracts in Defendants’ possession are complete and accurate and can be entered into the record subject to the Court’s Protective Order (Dkt. 253)—without evidentiary, admissibility, or confidentiality objections, and further agree to provide any executed contract that Defendants believe exists but cannot reasonably identify” As to RFP No. 25, Defendants explained that they are “are willing to narrow the Request to exclude Defendants’ data reflecting rates accepted from Defendants, provided that Plaintiffs stipulate to its accuracy, agree to supplement where a rate was not accepted as payment in full, and produce responsive information for non-Defendant payors.” Plaintiffs are unable to accept Defendants proposal for a few reasons. First, Plaintiffs’ primary objection to producing these materials is relevance, so they cannot agree to waive evidentiary and admissibility objections. Second, Plaintiffs cannot agree to stipulate as to authenticity without first seeing the documents. Third, Plaintiffs do not understand Defendants’ position that there may be network contracts that Defendants believe exist but cannot reasonably identify.

#### **Plaintiffs’ Financial Performance**

- RFP Nos. 29–30, 33, 35, 37–38.** In their August 17 letter, Plaintiffs explained that they “are willing to produce financial performance documents” in response to RFP Nos. 29–30, 33, 35, 37–38, without waiving their objections. In their August 21 letter, Defendants stated that this “position appears inconsistent with Plaintiffs’ August 4 letter” and asked Plaintiffs to “[c]onfirm whether Plaintiffs will produce all responsive, non-privileged financial-performance documents responsive to RFP Nos. 29–30, 33, 35, and 37–38, or whether Plaintiffs intend to withhold any responsive materials on the basis of their previously asserted objections. In their August 24 letter, Plaintiffs explained that they had agreed to produce documents in response to those RFPs in an effort to compromise and minimize the number of disputes before the Court. Plaintiffs further explained that they intend to produce all responsive materials, to the extent they exist, and do not intend to withhold any responsive documents on the basis of previously asserted objections, aside from privilege. In their August 26 letter, Defendants stated that they accept Plaintiffs’ proposal as to these Requests. Plaintiffs therefore understand that the parties are not at impasse with respect to these Requests.
- RFP No. 32.** In their August 26 letter, Defendants explained that they understand the Parties to be at an impasse regarding Plaintiffs’ refusal to produce documents concerning revenue recognition and write-offs relating to patient payments and non-payments in response to this Request and will seek resolution from the Court. Plaintiffs share this understanding.

#### **Other Requests**

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<sup>1</sup> In their August 26 letter, Defendants contended that Plaintiffs did not assert that objection their June 25, 2026 Response and Objections as to RFPs Nos. 8, 17, 19, and 49. Plaintiffs disagree. Plaintiffs asserted this objection as General Objection No. 7, and each response was made “[s]ubject to and without waiving the foregoing General and Specific Objections.”



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- **RFP 51:** In their August 17 letter, Defendants stated that this Request seeks materials that are relevant to Plaintiffs alleged antitrust market. In their August 21 letter, Defendants asked Plaintiffs to confirm whether they will agree Plaintiffs will produce responsive, non-privileged materials in response to this Request. In their August 24 letter, Plaintiffs explained that, in an effort to compromise and minimize the Court's burden, Plaintiffs are willing to produce documents responsive this RFP, subject to and without waiving Plaintiffs' objections, to the extent such documents exist and are located pursuant to a reasonable search. In their August 26 letter, Defendants stated that they accepted Plaintiffs' proposal as to this Request. Plaintiffs therefore understand that the parties are not at impasse with respect to this Request.
- **RFP Nos. 59 and 62.** In their August 26 letter, Defendants explained that they "accept Plaintiffs' proposal as to RFP No. 62 but reserve all rights, including the right to seek appropriate relief from the Court, should subsequent discovery reveal that Plaintiffs' privilege representations are inaccurate or incomplete." Plaintiffs therefore understand that the parties are not at impasse with respect to RFP No. 62. With respect to RFP No. 59, Defendants stated that they agree that the Parties are at an impasse and will seek resolution from the Court. Plaintiffs share this understanding.
- **RFP Nos. 69, 70.** In their August 26 letter, Defendants explained that they "accept Plaintiffs' representation but reserve all rights, including the right to seek appropriate relief from the Court, should subsequent discovery reveal that Plaintiffs' representation is inaccurate or incomplete." Plaintiffs therefore understand that the parties are not at impasse with respect to these Requests.
- **RFP Nos. 72, 73.** In their August 26 letter, Defendants explained that they "accept Plaintiffs' representation but reserve all rights, including the right to seek appropriate relief from the Court should subsequent discovery reveal that Plaintiffs' representation is inaccurate or incomplete." Plaintiffs therefore understand that the parties are not at impasse with respect to these Requests.
- **RFP 74.** In their August 26 letter, Defendants explained that they "agree that the Parties are at an impasse as to RFP No. 74 and will seek resolution from the Court." Plaintiffs share this understanding.

Plaintiffs' investigation is ongoing. Plaintiffs reserve all rights.

Sincerely,

A handwritten signature in blue ink that reads "Haley Dawn".

Haley Dawn

# **EXHIBIT 13**

**From:** [Chen, Emily T.](#)  
**To:** [Haley Hawn](#)  
**Cc:** [zelis.joint.defense.group@ropesgray.com](#); [matthew.mcginis](#); [Casey Lee](#); [Masselink, Sandra H.](#); [Trefz, Katherine](#); [Ryan, Thomas](#); [McCullough, Noah](#); [Salgado, Suzanne](#); [David Young](#); [Maxwell, W. David](#); [Waldin, Ben](#); [Brass, Rachel S.](#); [Gorman, Joseph A.](#); [Simon, Joshua](#); [Haskel, Warren](#); [Cosillos, Chelsea](#); [Baria, Merritt](#); [Zelis Plaintiffs' Counsel](#); [Dellon, Eric](#); [Mari Stewart](#)  
**Subject:** RE: In re Zelis Pricing Antitrust Litigation  
**Date:** Monday, August 31, 2026 12:33:12 PM  
**Attachments:** [image001.png](#)

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Counsel,

Defendants have not received Plaintiffs' response to Defendants' August 29 letter. More than 48 hours have now passed since Defendants provided that letter, and Plaintiffs have missed two response deadlines, including today's 12 pm ET deadline.

Accordingly, Defendants understand the Parties to be at an impasse as to the portions of RFP Nos. 2, 18, 20, 25, 26, 30, 33, and 38 that seek in-network discovery and the portions of RFP Nos. 17–20 and 22 that seek billed-charges discovery, and will seek resolution from the Court.

Defendants reserve all rights.

Best,  
 Emily

**Emily T. Chen**  
 Partner

**T:** +1 212 547 5777 | **M:** +1 929 793 3080 | **F:** +1 212 547 5444  
[echen@mcdermottlaw.com](mailto:echen@mcdermottlaw.com) | [LinkedIn](#)

McDermott Will & Schulte LLP | [mcdermottlaw.com](http://mcdermottlaw.com)  
 One Vanderbilt Avenue | New York, NY 10017 | USA




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**From:** Chen, Emily T. <[echen@mcdermottlaw.com](mailto:echen@mcdermottlaw.com)>  
**Sent:** Sunday, August 30, 2026 5:19 PM  
**To:** Haley Hawn <[haley@paulllp.com](mailto:haley@paulllp.com)>  
**Cc:** [zelis.joint.defense.group@ropesgray.com](#); [matthew.mcginis](#) <[matthew.mcginis@ropesgray.com](mailto:matthew.mcginis@ropesgray.com)>; [Casey Lee](#) <[casey.lee@ropesgray.com](mailto:casey.lee@ropesgray.com)>; [Masselink, Sandra H.](#) <[sandra.masselink@ropesgray.com](mailto:sandra.masselink@ropesgray.com)>; [Trefz, Katherine](#) <[ktrefz@wc.com](mailto:ktrefz@wc.com)>; [Ryan, Thomas](#) <[tryan@wc.com](mailto:tryan@wc.com)>; [McCullough, Noah](#) <[nmccullough@wc.com](mailto:nmccullough@wc.com)>; [Salgado, Suzanne](#) <[ssalgado@wc.com](mailto:ssalgado@wc.com)>; [David Young](#) <[david.young@ropesgray.com](mailto:david.young@ropesgray.com)>; [Maxwell, W. David](#) <[david.maxwell@hlc.com](mailto:david.maxwell@hlc.com)>; [Waldin, Ben](#) <[bwaldin@eimerstahl.com](mailto:bwaldin@eimerstahl.com)>; [Brass, Rachel S.](#) <[rbrass@gibsondunn.com](mailto:rbrass@gibsondunn.com)>; [Gorman, Joseph A.](#) <[jgorman@gibsondunn.com](mailto:jgorman@gibsondunn.com)>; [Simon, Joshua](#) <[jsimon@mcdermottlaw.com](mailto:jsimon@mcdermottlaw.com)>; [Haskel, Warren](#) <[Whaskel@mcdermottlaw.com](mailto:Whaskel@mcdermottlaw.com)>; [Cosillos, Chelsea](#) <[Ccosillos@mcdermottlaw.com](mailto:Ccosillos@mcdermottlaw.com)>; [Baria, Merritt](#) <[mbaria@mcdermottlaw.com](mailto:mbaria@mcdermottlaw.com)>; [Zelis Plaintiffs' Counsel](#) <[zelisplaintiffscounsel@paulllp.com](mailto:zelisplaintiffscounsel@paulllp.com)>; [Dellon, Eric](#) <[Edellon@mcdermottlaw.com](mailto:Edellon@mcdermottlaw.com)>; [Mari Stewart](#) <[Mari@paulllp.com](mailto:Mari@paulllp.com)>  
**Subject:** RE: In re Zelis Pricing Antitrust Litigation

Counsel,

We understand Plaintiffs intend to respond on Monday to Defendants' August 29 letter. In light of the 6 pm ET filing deadline for Defendants' motion to compel, Defendants will expect Plaintiffs' response by no later than **12 pm ET on Monday**.

If Defendants do not receive Plaintiffs' response by that time, Defendants will understand the Parties to be at an impasse as to the portions of RFP Nos. 2, 18, 20, 25, 26, 30, 33, and 38 that seek in-network discovery and the portions of RFP Nos.

17–20 and 22 that seek billed-charges discovery, and will seek resolution from the Court in their forthcoming motion to compel.

Defendants reserve all rights.

Best,  
Emily

**Emily T. Chen**  
Partner

**T:** +1 212 547 5777 | **M:** +1 929 793 3080 | **F:** +1 212 547 5444  
[echen@mcdermottlaw.com](mailto:echen@mcdermottlaw.com) | [LinkedIn](#)

McDermott Will & Schulte LLP | [mcdermottlaw.com](http://mcdermottlaw.com)  
One Vanderbilt Avenue | New York, NY 10017 | USA



---

**From:** Haley Hawn <[haley@pau LLP.com](mailto:haley@pau LLP.com)>  
**Sent:** Sunday, August 30, 2026 1:52 PM  
**To:** Chen, Emily T. <[echen@mcdermottlaw.com](mailto:echen@mcdermottlaw.com)>  
**Cc:** [zelis.joint.defense.group@ropesgray.com](mailto:zelis.joint.defense.group@ropesgray.com); matthew.mcginis <[matthew.mcginis@ropesgray.com](mailto:matthew.mcginis@ropesgray.com)>; Casey Lee <[casey.lee@ropesgray.com](mailto:casey.lee@ropesgray.com)>; Masselink, Sandra H. <[sandra.masselink@ropesgray.com](mailto:sandra.masselink@ropesgray.com)>; Trefz, Katherine <[ktrefz@wc.com](mailto:ktrefz@wc.com)>; Ryan, Thomas <[tryan@wc.com](mailto:tryan@wc.com)>; McCullough, Noah <[nmccullough@wc.com](mailto:nmccullough@wc.com)>; Salgado, Suzanne <[ssalgado@wc.com](mailto:ssalgado@wc.com)>; David Young <[david.young@ropesgray.com](mailto:david.young@ropesgray.com)>; Maxwell, W. David <[david.maxwell@hlc.com](mailto:david.maxwell@hlc.com)>; Waldin, Ben <[bwaldin@eimerstahl.com](mailto:bwaldin@eimerstahl.com)>; Brass, Rachel S. <[rbrass@gibsondunn.com](mailto:rbrass@gibsondunn.com)>; Gorman, Joseph A. <[jgorman@gibsondunn.com](mailto:jgorman@gibsondunn.com)>; Simon, Joshua <[jsimon@mcdermottlaw.com](mailto:jsimon@mcdermottlaw.com)>; Haskel, Warren <[Whaskel@mcdermottlaw.com](mailto:Whaskel@mcdermottlaw.com)>; Cosillos, Chelsea <[Ccosillos@mcdermottlaw.com](mailto:Ccosillos@mcdermottlaw.com)>; Baria, Merritt <[mbaria@mcdermottlaw.com](mailto:mbaria@mcdermottlaw.com)>; Zelis Plaintiffs' Counsel <[zelisplaintiffscounsel@pau LLP.com](mailto:zelisplaintiffscounsel@pau LLP.com)>; Dellon, Eric <[Edellon@mcdermottlaw.com](mailto:Edellon@mcdermottlaw.com)>; Mari Stewart <[Mari@pau LLP.com](mailto:Mari@pau LLP.com)>  
**Subject:** RE: In re Zelis Pricing Antitrust Litigation

[ External Email ]

Emily,

Plaintiffs will respond to your August 29 letter on Monday.

Thank you,  
Haley

**Haley Hawn**

Attorney



600 Broadway Boulevard, Suite. 600  
Kansas City, Missouri 64105  
(816) 984-8100 (P)  
[Haley@PaulLLP.com](mailto:Haley@PaulLLP.com)

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---

**From:** Chen, Emily T. <[echen@mcdermottlaw.com](mailto:echen@mcdermottlaw.com)>

**Sent:** Sunday, August 30, 2026 4:27 AM

**To:** Haley Hawn <[haley@paulllp.com](mailto:haley@paulllp.com)>

**Cc:** [zelis.joint.defense.group@ropesgray.com](mailto:zelis.joint.defense.group@ropesgray.com); matthew.mcginis <[matthew.mcginis@ropesgray.com](mailto:matthew.mcginis@ropesgray.com)>; Casey Lee <[casey.lee@ropesgray.com](mailto:casey.lee@ropesgray.com)>; Masselink, Sandra H. <[sandra.masselink@ropesgray.com](mailto:sandra.masselink@ropesgray.com)>; Trefz, Katherine <[ktrefz@wc.com](mailto:ktrefz@wc.com)>; Ryan, Thomas <[tryan@wc.com](mailto:tryan@wc.com)>; McCullough, Noah <[nmccullough@wc.com](mailto:nmccullough@wc.com)>; Salgado, Suzanne <[ssalgado@wc.com](mailto:ssalgado@wc.com)>; David Young <[david.young@ropesgray.com](mailto:david.young@ropesgray.com)>; Maxwell, W. David <[david.maxwell@hlc.com](mailto:david.maxwell@hlc.com)>; Waldin, Ben <[bwaldin@eimerstahl.com](mailto:bwaldin@eimerstahl.com)>; Brass, Rachel S. <[rbrass@gibsondunn.com](mailto:rbrass@gibsondunn.com)>; Gorman, Joseph A. <[jgorman@gibsondunn.com](mailto:jgorman@gibsondunn.com)>; Simon, Joshua <[jSimon@mcdermottlaw.com](mailto:jSimon@mcdermottlaw.com)>; Haskel, Warren <[Whaskel@mcdermottlaw.com](mailto:Whaskel@mcdermottlaw.com)>; Cosillos, Chelsea <[Ccosillos@mcdermottlaw.com](mailto:Ccosillos@mcdermottlaw.com)>; Baria, Merritt <[mbaria@mcdermottlaw.com](mailto:mbaria@mcdermottlaw.com)>; Zelis Plaintiffs' Counsel <[zelisplaintiffscounsel@paulllp.com](mailto:zelisplaintiffscounsel@paulllp.com)>; Dellon, Eric <[Edellon@mcdermottlaw.com](mailto:Edellon@mcdermottlaw.com)>; Mari Stewart <[Mari@paulllp.com](mailto:Mari@paulllp.com)>

**Subject:** RE: In re Zelis Pricing Antitrust Litigation

Counsel,

We write to follow up on Defendants' August 29 letter. Defendants requested Plaintiffs' response by 9 pm ET but have not received one.

Please provide Plaintiffs' response as soon as possible, and no later than **1 pm ET** today.

Defendants reserve all rights.

Best,  
Emily

**Emily T. Chen**  
Partner

**T:** +1 212 547 5777 | **M:** +1 929 793 3080 | **F:** +1 212 547 5444  
[echen@mcdermottlaw.com](mailto:echen@mcdermottlaw.com) | [LinkedIn](#)

McDermott Will & Schulte LLP | [mcdermottlaw.com](http://mcdermottlaw.com)  
One Vanderbilt Avenue | New York, NY 10017 | USA



---

**From:** Chen, Emily T.

**Sent:** Saturday, August 29, 2026 11:13 AM

**To:** Haley Hawn <[haley@paulllp.com](mailto:haley@paulllp.com)>

**Cc:** [zelis.joint.defense.group@ropesgray.com](mailto:zelis.joint.defense.group@ropesgray.com); matthew.mcginis <[matthew.mcginis@ropesgray.com](mailto:matthew.mcginis@ropesgray.com)>; Casey Lee <[casey.lee@ropesgray.com](mailto:casey.lee@ropesgray.com)>; Masselink, Sandra H. <[sandra.masselink@ropesgray.com](mailto:sandra.masselink@ropesgray.com)>; Trefz, Katherine <[ktrefz@wc.com](mailto:ktrefz@wc.com)>; Ryan, Thomas <[tryan@wc.com](mailto:tryan@wc.com)>; McCullough, Noah <[nmccullough@wc.com](mailto:nmccullough@wc.com)>; Salgado, Suzanne <[ssalgado@wc.com](mailto:ssalgado@wc.com)>; David Young <[david.young@ropesgray.com](mailto:david.young@ropesgray.com)>; Maxwell, W. David <[david.maxwell@hlc.com](mailto:david.maxwell@hlc.com)>; Waldin, Ben <[bwaldin@eimerstahl.com](mailto:bwaldin@eimerstahl.com)>; Brass, Rachel S. <[rbrass@gibsondunn.com](mailto:rbrass@gibsondunn.com)>; Gorman, Joseph A. <[jgorman@gibsondunn.com](mailto:jgorman@gibsondunn.com)>; Simon, Joshua <[jSimon@mcdermottlaw.com](mailto:jSimon@mcdermottlaw.com)>; Haskel, Warren <[Whaskel@mcdermottlaw.com](mailto:Whaskel@mcdermottlaw.com)>; Cosillos, Chelsea <[Ccosillos@mcdermottlaw.com](mailto:Ccosillos@mcdermottlaw.com)>; Baria, Merritt <[mbaria@mcdermottlaw.com](mailto:mbaria@mcdermottlaw.com)>; Zelis Plaintiffs' Counsel <[zelisplaintiffscounsel@paulllp.com](mailto:zelisplaintiffscounsel@paulllp.com)>; Dellon, Eric <[Edellon@mcdermottlaw.com](mailto:Edellon@mcdermottlaw.com)>; 'Mari Stewart' <[Mari@paulllp.com](mailto:Mari@paulllp.com)>

**Subject:** RE: In re Zelis Pricing Antitrust Litigation

Haley,

Please see attached correspondence.

Best,  
Emily

**Emily T. Chen**  
Partner

T: +1 212 547 5777 | M: +1 929 793 3080 | F: +1 212 547 5444  
[echen@mcdermottlaw.com](mailto:echen@mcdermottlaw.com) | [LinkedIn](#)

McDermott Will & Schulte LLP | [mcdermottlaw.com](http://mcdermottlaw.com)  
One Vanderbilt Avenue | New York, NY 10017 | USA



---

**From:** Mari Stewart <[Mari@pauillp.com](mailto:Mari@pauillp.com)>  
**Sent:** Friday, August 28, 2026 11:56 AM  
**To:** Chen, Emily T. <[echen@mcdermottlaw.com](mailto:echen@mcdermottlaw.com)>  
**Cc:** [zelis.joint.defense.group@ropesgray.com](mailto:zelis.joint.defense.group@ropesgray.com); matthew.mcginnis <[matthew.mcginnis@ropesgray.com](mailto:matthew.mcginnis@ropesgray.com)>; Casey Lee <[casey.lee@ropesgray.com](mailto:casey.lee@ropesgray.com)>; Masselink, Sandra H. <[sandra.masselink@ropesgray.com](mailto:sandra.masselink@ropesgray.com)>; Trefz, Katherine <[ktrefz@wc.com](mailto:ktrefz@wc.com)>; Ryan, Thomas <[ryan@wc.com](mailto:ryan@wc.com)>; McCullough, Noah <[nmccullough@wc.com](mailto:nmccullough@wc.com)>; Salgado, Suzanne <[ssalgado@wc.com](mailto:ssalgado@wc.com)>; David Young <[david.young@ropesgray.com](mailto:david.young@ropesgray.com)>; Maxwell, W. David <[david.maxwell@hlc.com](mailto:david.maxwell@hlc.com)>; Waldin, Ben <[bwaldin@eimerstahl.com](mailto:bwaldin@eimerstahl.com)>; Brass, Rachel S. <[rbrass@gibsondunn.com](mailto:rbrass@gibsondunn.com)>; Gorman, Joseph A. <[jgorman@gibsondunn.com](mailto:jgorman@gibsondunn.com)>; Simon, Joshua <[jsimon@mcdermottlaw.com](mailto:jsimon@mcdermottlaw.com)>; Haskel, Warren <[Whaskel@mcdermottlaw.com](mailto:Whaskel@mcdermottlaw.com)>; Cosillos, Chelsea <[Ccosillos@mcdermottlaw.com](mailto:Ccosillos@mcdermottlaw.com)>; Baria, Merritt <[mbaria@mcdermottlaw.com](mailto:mbaria@mcdermottlaw.com)>; Zelis Plaintiffs' Counsel <[zelisplaintiffscounsel@pauillp.com](mailto:zelisplaintiffscounsel@pauillp.com)>; Dellon, Eric <[Edellon@mcdermottlaw.com](mailto:Edellon@mcdermottlaw.com)>  
**Subject:** In re Zelis Pricing Antitrust Litigation

**[ External Email ]**

Emily, please find attached correspondence from Attorney Haley Hawn.

Please let us know if you have any questions. Thank you,

**Mari Stewart**

Paralegal



600 Broadway Blvd., Suite 600  
Kansas City, Missouri 64105  
(816) 984-8100 (P)  
[Mari@PaulLLP.com](mailto:Mari@PaulLLP.com)

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**From:** Chen, Emily T. <[echen@mcdermottlaw.com](mailto:echen@mcdermottlaw.com)>  
**Sent:** Friday, August 28, 2026 10:06 AM  
**To:** Haley Hawn <[haley@pauillp.com](mailto:haley@pauillp.com)>; ian.mcfarland <[ian.mcfarland@zimmreed.com](mailto:ian.mcfarland@zimmreed.com)>; [Zelis.Joint.Defense.Group@ropesgray.com](mailto:Zelis.Joint.Defense.Group@ropesgray.com); matthew.mcginnis <[matthew.mcginnis@ropesgray.com](mailto:matthew.mcginnis@ropesgray.com)>; [Casey.Lee@ropesgray.com](mailto:Casey.Lee@ropesgray.com); [Sandra.Masselink@ropesgray.com](mailto:Sandra.Masselink@ropesgray.com); [KTrefz@wc.com](mailto:KTrefz@wc.com); [nmccullough@wc.com](mailto:nmccullough@wc.com); [TRyan@wc.com](mailto:TRyan@wc.com); [ssalgado@wc.com](mailto:ssalgado@wc.com); David Young <[david.young@ropesgray.com](mailto:david.young@ropesgray.com)>; [david.maxwell@hlc.com](mailto:david.maxwell@hlc.com); [bwaldin@eimerstahl.com](mailto:bwaldin@eimerstahl.com); [rbrass@gibsondunn.com](mailto:rbrass@gibsondunn.com); [jgorman@gibsondunn.com](mailto:jgorman@gibsondunn.com)



**Cc:** Jason Hartley <[hartley@hartleyllp.com](mailto:hartley@hartleyllp.com)>; [lindner@hartleyllp.com](mailto:lindner@hartleyllp.com); Maureen Forsyth <[forsyth@hartleyllp.com](mailto:forsyth@hartleyllp.com)>; Kenneth Frost <[frost@hartleyllp.com](mailto:frost@hartleyllp.com)>; Rick Paul <[rick@paulllp.com](mailto:rick@paulllp.com)>; Mary Jane Fait <[maryjane@paulllp.com](mailto:maryjane@paulllp.com)>; Simon, Joshua <[jsimon@mcdermottlaw.com](mailto:jsimon@mcdermottlaw.com)>; Haskel, Warren <[Whaskel@mcdermottlaw.com](mailto:Whaskel@mcdermottlaw.com)>; Cosillos, Chelsea <[Ccosillos@mcdermottlaw.com](mailto:Ccosillos@mcdermottlaw.com)>; Baria, Merritt <[mbaria@mcdermottlaw.com](mailto:mbaria@mcdermottlaw.com)>  
**Subject:** Re: In re Zelis Pricing Antitrust Litigation

Thank you, Haley.

**Emily T. Chen**  
Partner

**T:** +1 212 547 5777 | **M:** +1 929 793 3080 | **F:** +1 212 547 5444  
[echen@mcdermottlaw.com](mailto:echen@mcdermottlaw.com) | [LinkedIn](#)

McDermott Will & Schulte LLP | [mcdermottlaw.com](http://mcdermottlaw.com)  
One Vanderbilt Avenue | New York, NY 10017 | USA



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**From:** Haley Hawn <[haley@paulllp.com](mailto:haley@paulllp.com)>  
**Sent:** Friday, 28 August 2026 11:03:45  
**To:** Chen, Emily T. <[echen@mcdermottlaw.com](mailto:echen@mcdermottlaw.com)>; ian.mcfarland <[ian.mcfarland@zimmreed.com](mailto:ian.mcfarland@zimmreed.com)>; [Zelis.Joint.Defense.Group@ropesgray.com](mailto:Zelis.Joint.Defense.Group@ropesgray.com) <[Zelis.Joint.Defense.Group@ropesgray.com](mailto:Zelis.Joint.Defense.Group@ropesgray.com)>; matthew.mcginis <[matthew.mcginis@ropesgray.com](mailto:matthew.mcginis@ropesgray.com)>; [Casey.Lee@ropesgray.com](mailto:Casey.Lee@ropesgray.com) <[Casey.Lee@ropesgray.com](mailto:Casey.Lee@ropesgray.com)>; [Sandra.Masselink@ropesgray.com](mailto:Sandra.Masselink@ropesgray.com) <[Sandra.Masselink@ropesgray.com](mailto:Sandra.Masselink@ropesgray.com)>; [KTrefz@wc.com](mailto:KTrefz@wc.com) <[KTrefz@wc.com](mailto:KTrefz@wc.com)>; [nmccullough@wc.com](mailto:nmccullough@wc.com) <[nmccullough@wc.com](mailto:nmccullough@wc.com)>; [TRyan@wc.com](mailto:TRyan@wc.com) <[TRyan@wc.com](mailto:TRyan@wc.com)>; [ssalgado@wc.com](mailto:ssalgado@wc.com) <[ssalgado@wc.com](mailto:ssalgado@wc.com)>; David Young <[david.young@ropesgray.com](mailto:david.young@ropesgray.com)>; [david.maxwell@hlc.com](mailto:david.maxwell@hlc.com) <[david.maxwell@hlc.com](mailto:david.maxwell@hlc.com)>; [bwaldin@eimerstahl.com](mailto:bwaldin@eimerstahl.com) <[bwaldin@eimerstahl.com](mailto:bwaldin@eimerstahl.com)>; [rbrass@gibsondunn.com](mailto:rbrass@gibsondunn.com) <[rbrass@gibsondunn.com](mailto:rbrass@gibsondunn.com)>; [jgorman@gibsondunn.com](mailto:jgorman@gibsondunn.com) <[jgorman@gibsondunn.com](mailto:jgorman@gibsondunn.com)>  
**Cc:** Jason Hartley <[hartley@hartleyllp.com](mailto:hartley@hartleyllp.com)>; [lindner@hartleyllp.com](mailto:lindner@hartleyllp.com) <[lindner@hartleyllp.com](mailto:lindner@hartleyllp.com)>; Maureen Forsyth <[forsyth@hartleyllp.com](mailto:forsyth@hartleyllp.com)>; Kenneth Frost <[frost@hartleyllp.com](mailto:frost@hartleyllp.com)>; Rick Paul <[rick@paulllp.com](mailto:rick@paulllp.com)>; Mary Jane Fait <[maryjane@paulllp.com](mailto:maryjane@paulllp.com)>; Simon, Joshua <[jsimon@mcdermottlaw.com](mailto:jsimon@mcdermottlaw.com)>; Haskel, Warren <[Whaskel@mcdermottlaw.com](mailto:Whaskel@mcdermottlaw.com)>; Cosillos, Chelsea <[Ccosillos@mcdermottlaw.com](mailto:Ccosillos@mcdermottlaw.com)>; Baria, Merritt <[mbaria@mcdermottlaw.com](mailto:mbaria@mcdermottlaw.com)>  
**Subject:** RE: In re Zelis Pricing Antitrust Litigation

[ External Email ]

Emily,

We will be responding to your August 26 letter today. Apologies for the slight delay.

Best,  
Haley

**Haley Hawn**

Attorney



600 Broadway Boulevard, Suite. 600  
Kansas City, Missouri 64105  
(816) 984-8100 (P)

[Haley@PaulLLP.com](mailto:Haley@PaulLLP.com)

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---

**From:** Chen, Emily T. <[echen@mcdermottlaw.com](mailto:echen@mcdermottlaw.com)>  
**Sent:** Thursday, August 27, 2026 7:20 PM  
**To:** Haley Hawn <[haley@pauillp.com](mailto:haley@pauillp.com)>; ian.mcfarland <[ian.mcfarland@zimmreed.com](mailto:ian.mcfarland@zimmreed.com)>; [Zelis.Joint.Defense.Group@ropesgray.com](mailto:Zelis.Joint.Defense.Group@ropesgray.com); matthew.mcginnis <[matthew.mcginnis@ropesgray.com](mailto:matthew.mcginnis@ropesgray.com)>; [Casey.Lee@ropesgray.com](mailto:Casey.Lee@ropesgray.com); [Sandra.Masselink@ropesgray.com](mailto:Sandra.Masselink@ropesgray.com); [KTrefz@wc.com](mailto:KTrefz@wc.com); [nmccullough@wc.com](mailto:nmccullough@wc.com); [TRyan@wc.com](mailto:TRyan@wc.com); [ssalgado@wc.com](mailto:ssalgado@wc.com); David Young <[david.young@ropesgray.com](mailto:david.young@ropesgray.com)>; [david.maxwell@hlc.com](mailto:david.maxwell@hlc.com); [bwaldin@eimerstahl.com](mailto:bwaldin@eimerstahl.com); [rbrass@gibsondunn.com](mailto:rbrass@gibsondunn.com); [jgorman@gibsondunn.com](mailto:jgorman@gibsondunn.com)  
**Cc:** Jason Hartley <[hartley@hartleyllp.com](mailto:hartley@hartleyllp.com)>; [lindner@hartleyllp.com](mailto:lindner@hartleyllp.com); Maureen Forsyth <[forsyth@hartleyllp.com](mailto:forsyth@hartleyllp.com)>; Kenneth Frost <[frost@hartleyllp.com](mailto:frost@hartleyllp.com)>; Rick Paul <[rick@pauillp.com](mailto:rick@pauillp.com)>; Mary Jane Fait <[maryjane@pauillp.com](mailto:maryjane@pauillp.com)>; Simon, Joshua <[jSimon@mcdermottlaw.com](mailto:jSimon@mcdermottlaw.com)>; Haskel, Warren <[Whaskel@mcdermottlaw.com](mailto:Whaskel@mcdermottlaw.com)>; Cosillos, Chelsea <[Ccosillos@mcdermottlaw.com](mailto:Ccosillos@mcdermottlaw.com)>; Baria, Merritt <[mbaria@mcdermottlaw.com](mailto:mbaria@mcdermottlaw.com)>  
**Subject:** RE: In re Zelis Pricing Antitrust Litigation

Counsel,

We write to follow up on Defendants' August 26 letter, in which Defendants requested that Plaintiffs provide their response by 3 pm ET today. As we have not yet received a response, please provide one as soon as possible today.

Defendants reserve all rights.

Best,  
Emily

**Emily T. Chen**  
Partner

**T:** +1 212 547 5777 | **M:** +1 929 793 3080 | **F:** +1 212 547 5444  
[echen@mcdermottlaw.com](mailto:echen@mcdermottlaw.com) | [LinkedIn](#)

McDermott Will & Schulte LLP | [mcdermottlaw.com](http://mcdermottlaw.com)  
One Vanderbilt Avenue | New York, NY 10017 | USA



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**From:** Chen, Emily T. <[echen@mcdermottlaw.com](mailto:echen@mcdermottlaw.com)>  
**Sent:** Wednesday, August 26, 2026 8:24 PM  
**To:** Haley Hawn <[haley@pauillp.com](mailto:haley@pauillp.com)>; ian.mcfarland <[ian.mcfarland@zimmreed.com](mailto:ian.mcfarland@zimmreed.com)>; [Zelis.Joint.Defense.Group@ropesgray.com](mailto:Zelis.Joint.Defense.Group@ropesgray.com); matthew.mcginnis <[matthew.mcginnis@ropesgray.com](mailto:matthew.mcginnis@ropesgray.com)>; [Casey.Lee@ropesgray.com](mailto:Casey.Lee@ropesgray.com); [Sandra.Masselink@ropesgray.com](mailto:Sandra.Masselink@ropesgray.com); [KTrefz@wc.com](mailto:KTrefz@wc.com); [nmccullough@wc.com](mailto:nmccullough@wc.com); [TRyan@wc.com](mailto:TRyan@wc.com); [ssalgado@wc.com](mailto:ssalgado@wc.com); David Young <[david.young@ropesgray.com](mailto:david.young@ropesgray.com)>; [david.maxwell@hlc.com](mailto:david.maxwell@hlc.com); [bwaldin@eimerstahl.com](mailto:bwaldin@eimerstahl.com); [rbrass@gibsondunn.com](mailto:rbrass@gibsondunn.com); [jgorman@gibsondunn.com](mailto:jgorman@gibsondunn.com)  
**Cc:** Jason Hartley <[hartley@hartleyllp.com](mailto:hartley@hartleyllp.com)>; [lindner@hartleyllp.com](mailto:lindner@hartleyllp.com); Maureen Forsyth <[forsyth@hartleyllp.com](mailto:forsyth@hartleyllp.com)>; Kenneth Frost <[frost@hartleyllp.com](mailto:frost@hartleyllp.com)>; Rick Paul <[rick@pauillp.com](mailto:rick@pauillp.com)>; Mary Jane Fait <[maryjane@pauillp.com](mailto:maryjane@pauillp.com)>; Simon, Joshua <[jSimon@mcdermottlaw.com](mailto:jSimon@mcdermottlaw.com)>; Haskel, Warren <[Whaskel@mcdermottlaw.com](mailto:Whaskel@mcdermottlaw.com)>; Cosillos, Chelsea <[Ccosillos@mcdermottlaw.com](mailto:Ccosillos@mcdermottlaw.com)>; Baria, Merritt <[mbaria@mcdermottlaw.com](mailto:mbaria@mcdermottlaw.com)>  
**Subject:** RE: In re Zelis Pricing Antitrust Litigation

Counsel,

Please see the attached correspondence.

Best,  
Emily

**Emily T. Chen**  
Partner

**T:** +1 212 547 5777 | **M:** +1 929 793 3080 | **F:** +1 212 547 5444  
[echen@mcdermottlaw.com](mailto:echen@mcdermottlaw.com) | [LinkedIn](#)

McDermott Will & Schulte LLP | [mcdermottlaw.com](http://mcdermottlaw.com)  
One Vanderbilt Avenue | New York, NY 10017 | USA



---

**From:** Haley Hawn <[haley@paulllp.com](mailto:haley@paulllp.com)>  
**Sent:** Monday, August 24, 2026 8:02 PM  
**To:** Chen, Emily T. <[echen@mcdermottlaw.com](mailto:echen@mcdermottlaw.com)>; ian.mcfarland <[ian.mcfarland@zimmreed.com](mailto:ian.mcfarland@zimmreed.com)>;  
[Zelis.Joint.Defense.Group@ropesgray.com](mailto:Zelis.Joint.Defense.Group@ropesgray.com); matthew.mcginis <[matthew.mcginis@ropesgray.com](mailto:matthew.mcginis@ropesgray.com)>;  
[Casey.Lee@ropesgray.com](mailto:Casey.Lee@ropesgray.com); [Sandra.Masselink@ropesgray.com](mailto:Sandra.Masselink@ropesgray.com); [KTrefz@wc.com](mailto:KTrefz@wc.com); [nmccullough@wc.com](mailto:nmccullough@wc.com); [TRyan@wc.com](mailto:TRyan@wc.com);  
[ssalgado@wc.com](mailto:ssalgado@wc.com); David Young <[david.young@ropesgray.com](mailto:david.young@ropesgray.com)>; [david.maxwell@hlc.com](mailto:david.maxwell@hlc.com); [bwaldin@eimerstahl.com](mailto:bwaldin@eimerstahl.com);  
[rbrass@gibsondunn.com](mailto:rbrass@gibsondunn.com); [jgorman@gibsondunn.com](mailto:jgorman@gibsondunn.com)  
**Cc:** Jason Hartley <[hartley@hartleyllp.com](mailto:hartley@hartleyllp.com)>; [lindner@hartleyllp.com](mailto:lindner@hartleyllp.com); Maureen Forsyth <[forsyth@hartleyllp.com](mailto:forsyth@hartleyllp.com)>;  
Kenneth Frost <[frost@hartleyllp.com](mailto:frost@hartleyllp.com)>; Rick Paul <[rick@paulllp.com](mailto:rick@paulllp.com)>; Mary Jane Fait <[maryjane@paulllp.com](mailto:maryjane@paulllp.com)>; Simon,  
Joshua <[jhsimon@mcdermottlaw.com](mailto:jhsimon@mcdermottlaw.com)>; Haskel, Warren <[Whaskel@mcdermottlaw.com](mailto:Whaskel@mcdermottlaw.com)>; Cosillos, Chelsea  
<[Ccosillos@mcdermottlaw.com](mailto:Ccosillos@mcdermottlaw.com)>; Baria, Merritt <[mbaria@mcdermottlaw.com](mailto:mbaria@mcdermottlaw.com)>  
**Subject:** RE: In re Zelis Pricing Antitrust Litigation

[ External Email ]

Counsel,

Please see attached correspondence. The referenced attachments will follow tomorrow.

Best regards,  
Haley

**Haley Hawn**

Attorney



600 Broadway Boulevard, Suite. 600  
Kansas City, Missouri 64105  
(816) 984-8100 (P)  
[Haley@PaulLLP.com](mailto:Haley@PaulLLP.com)

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---

**From:** Chen, Emily T. <[echen@mcdermottlaw.com](mailto:echen@mcdermottlaw.com)>  
**Sent:** Monday, August 24, 2026 4:02 PM

**To:** ian.mcfarland <[ian.mcfarland@zimmreed.com](mailto:ian.mcfarland@zimmreed.com)>; [Zelis.Joint.Defense.Group@ropesgray.com](mailto:Zelis.Joint.Defense.Group@ropesgray.com); matthew.mcginnis <[matthew.mcginnis@ropesgray.com](mailto:matthew.mcginnis@ropesgray.com)>; [Casey.Lee@ropesgray.com](mailto:Casey.Lee@ropesgray.com); [Sandra.Masselink@ropesgray.com](mailto:Sandra.Masselink@ropesgray.com); [KTrefz@wc.com](mailto:KTrefz@wc.com); [nmccullough@wc.com](mailto:nmccullough@wc.com); [TRyan@wc.com](mailto:TRyan@wc.com); [ssalgado@wc.com](mailto:ssalgado@wc.com); David Young <[david.young@ropesgray.com](mailto:david.young@ropesgray.com)>; [david.maxwell@hlc.com](mailto:david.maxwell@hlc.com); [bwaldin@eimerstahl.com](mailto:bwaldin@eimerstahl.com); [rbrass@gibsondunn.com](mailto:rbrass@gibsondunn.com); [jgorman@gibsondunn.com](mailto:jgorman@gibsondunn.com)  
**Cc:** Jason Hartley <[hartley@hartleyllp.com](mailto:hartley@hartleyllp.com)>; [lindner@hartleyllp.com](mailto:lindner@hartleyllp.com); Maureen Forsyth <[forsyth@hartleyllp.com](mailto:forsyth@hartleyllp.com)>; Kenneth Frost <[frost@hartleyllp.com](mailto:frost@hartleyllp.com)>; Rick Paul <[rick@paulllp.com](mailto:rick@paulllp.com)>; Mary Jane Fait <[maryjane@paulllp.com](mailto:maryjane@paulllp.com)>; Haley Hawn <[haley@paulllp.com](mailto:haley@paulllp.com)>; Simon, Joshua <[jsimon@mcdermottlaw.com](mailto:jsimon@mcdermottlaw.com)>; Haskel, Warren <[Whaskel@mcdermottlaw.com](mailto:Whaskel@mcdermottlaw.com)>; Cosillos, Chelsea <[Ccosillos@mcdermottlaw.com](mailto:Ccosillos@mcdermottlaw.com)>; Baria, Merritt <[mbaria@mcdermottlaw.com](mailto:mbaria@mcdermottlaw.com)>  
**Subject:** RE: In re Zelis Pricing Antitrust Litigation

Counsel,

We write regarding Defendants' August 21 letter, in which Defendants requested that Plaintiffs provide their response by 12 pm ET today. We have not received a response.

Please provide Plaintiffs' response as soon as possible today. Defendants reserve all rights.

Thank you.

**Emily T. Chen**  
Partner

**T:** +1 212 547 5777 | **M:** +1 929 793 3080 | **F:** +1 212 547 5444  
[echen@mcdermottlaw.com](mailto:echen@mcdermottlaw.com) | [LinkedIn](#)

McDermott Will & Schulte LLP | [mcdermottlaw.com](http://mcdermottlaw.com)  
One Vanderbilt Avenue | New York, NY 10017 | USA



---

**From:** Chen, Emily T.  
**Sent:** Friday, August 21, 2026 2:13 PM  
**To:** 'Ian McFarland' <[ian.McFarland@zimmreed.com](mailto:ian.McFarland@zimmreed.com)>; [Zelis.Joint.Defense.Group@ropesgray.com](mailto:Zelis.Joint.Defense.Group@ropesgray.com); matthew.mcginnis <[matthew.mcginnis@ropesgray.com](mailto:matthew.mcginnis@ropesgray.com)>; [Casey.Lee@ropesgray.com](mailto:Casey.Lee@ropesgray.com); [Sandra.Masselink@ropesgray.com](mailto:Sandra.Masselink@ropesgray.com); [KTrefz@wc.com](mailto:KTrefz@wc.com); [nmccullough@wc.com](mailto:nmccullough@wc.com); [TRyan@wc.com](mailto:TRyan@wc.com); [ssalgado@wc.com](mailto:ssalgado@wc.com); David Young <[david.young@ropesgray.com](mailto:david.young@ropesgray.com)>; [david.maxwell@hlc.com](mailto:david.maxwell@hlc.com); [bwaldin@eimerstahl.com](mailto:bwaldin@eimerstahl.com); [rbrass@gibsondunn.com](mailto:rbrass@gibsondunn.com); [jgorman@gibsondunn.com](mailto:jgorman@gibsondunn.com)  
**Cc:** Jason Hartley <[hartley@hartleyllp.com](mailto:hartley@hartleyllp.com)>; Jason Lindner <[lindner@hartleyllp.com](mailto:lindner@hartleyllp.com)>; Maureen Forsyth <[forsyth@hartleyllp.com](mailto:forsyth@hartleyllp.com)>; Kenneth Frost <[frost@hartleyllp.com](mailto:frost@hartleyllp.com)>; Rick Paul <[rick@paulllp.com](mailto:rick@paulllp.com)>; Mary Jane Fait <[maryjane@paulllp.com](mailto:maryjane@paulllp.com)>; Haley Hawn <[haley@paulllp.com](mailto:haley@paulllp.com)>; Simon, Joshua <[jsimon@mcdermottlaw.com](mailto:jsimon@mcdermottlaw.com)>; Haskel, Warren <[Whaskel@mcdermottlaw.com](mailto:Whaskel@mcdermottlaw.com)>; Cosillos, Chelsea <[Ccosillos@mcdermottlaw.com](mailto:Ccosillos@mcdermottlaw.com)>; Baria, Merritt <[mbaria@mcdermottlaw.com](mailto:mbaria@mcdermottlaw.com)>  
**Subject:** RE: In re Zelis Pricing Antitrust Litigation

Counsel,

Please see the attached correspondence.

Best,  
Emily

**Emily T. Chen**  
Partner

T: +1 212 547 5777 | M: +1 929 793 3080 | F: +1 212 547 5444

[echen@mcdermottlaw.com](mailto:echen@mcdermottlaw.com) | [LinkedIn](#)

McDermott Will & Schulte LLP | [mcdermottlaw.com](http://mcdermottlaw.com)

One Vanderbilt Avenue | New York, NY 10017 | USA



---

**From:** Ian McFarland <[ian.McFarland@zimmreed.com](mailto:ian.McFarland@zimmreed.com)>

**Sent:** Wednesday, August 19, 2026 6:57 PM

**To:** Chen, Emily T. <[echen@mcdermottlaw.com](mailto:echen@mcdermottlaw.com)>; [Zelis.Joint.Defense.Group@ropesgray.com](mailto:Zelis.Joint.Defense.Group@ropesgray.com); matthew.mcginis <[matthew.mcginis@ropesgray.com](mailto:matthew.mcginis@ropesgray.com)>; [Casey.Lee@ropesgray.com](mailto:Casey.Lee@ropesgray.com); [Sandra.Masselink@ropesgray.com](mailto:Sandra.Masselink@ropesgray.com); [KTrefz@wc.com](mailto:KTrefz@wc.com); [nmccullough@wc.com](mailto:nmccullough@wc.com); [TRyan@wc.com](mailto:TRyan@wc.com); [ssalgado@wc.com](mailto:ssalgado@wc.com); David Young <[david.young@ropesgray.com](mailto:david.young@ropesgray.com)>; [david.maxwell@hlc.com](mailto:david.maxwell@hlc.com); [bwaldin@eimerstahl.com](mailto:bwaldin@eimerstahl.com); [rbrass@gibsondunn.com](mailto:rbrass@gibsondunn.com); [jgorman@gibsondunn.com](mailto:jgorman@gibsondunn.com)

**Cc:** Jason Hartley <[hartley@hartleyllp.com](mailto:hartley@hartleyllp.com)>; Jason Lindner <[lindner@hartleyllp.com](mailto:lindner@hartleyllp.com)>; Maureen Forsyth <[forsyth@hartleyllp.com](mailto:forsyth@hartleyllp.com)>; Kenneth Frost <[frost@hartleyllp.com](mailto:frost@hartleyllp.com)>; Rick Paul <[rick@paulllp.com](mailto:rick@paulllp.com)>; Mary Jane Fait <[maryjane@paulllp.com](mailto:maryjane@paulllp.com)>; Haley Hawn <[haley@paulllp.com](mailto:haley@paulllp.com)>; Simon, Joshua <[jSimon@mcdermottlaw.com](mailto:jSimon@mcdermottlaw.com)>; Haskel, Warren <[Whaskel@mcdermottlaw.com](mailto:Whaskel@mcdermottlaw.com)>; Cosillos, Chelsea <[Ccosillos@mcdermottlaw.com](mailto:Ccosillos@mcdermottlaw.com)>

**Subject:** Re: In re Zelis Pricing Antitrust Litigation

**[ External Email ]**

Counsel,

Please see the attached correspondence from Plaintiffs.

Best,

Ian

**IAN MCFARLAND** | ASSOCIATE

**ZIMMERMAN REED LLP**

1100 IDS Center, 80 South 8th Street  
Minneapolis, MN 55402 +612.341.0400

[Minneapolis](#) | [Los Angeles](#) | [Phoenix](#)

---

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**From:** Ian McFarland <[ian.McFarland@zimmreed.com](mailto:ian.McFarland@zimmreed.com)>

**Sent:** Monday, August 17, 2026 5:13 PM

**To:** Chen, Emily T. <[echen@mcdermottlaw.com](mailto:echen@mcdermottlaw.com)>; [Zelis.Joint.Defense.Group@ropesgray.com](mailto:Zelis.Joint.Defense.Group@ropesgray.com); matthew.mcginis <[matthew.mcginis@ropesgray.com](mailto:matthew.mcginis@ropesgray.com)>; [Casey.Lee@ropesgray.com](mailto:Casey.Lee@ropesgray.com) <[Casey.Lee@ropesgray.com](mailto:Casey.Lee@ropesgray.com)>; [Sandra.Masselink@ropesgray.com](mailto:Sandra.Masselink@ropesgray.com) <[Sandra.Masselink@ropesgray.com](mailto:Sandra.Masselink@ropesgray.com)>; [KTrefz@wc.com](mailto:KTrefz@wc.com) <[KTrefz@wc.com](mailto:KTrefz@wc.com)>; [nmccullough@wc.com](mailto:nmccullough@wc.com) <[nmccullough@wc.com](mailto:nmccullough@wc.com)>; [TRyan@wc.com](mailto:TRyan@wc.com) <[TRyan@wc.com](mailto:TRyan@wc.com)>; [ssalgado@wc.com](mailto:ssalgado@wc.com) <[ssalgado@wc.com](mailto:ssalgado@wc.com)>; David Young <[david.young@ropesgray.com](mailto:david.young@ropesgray.com)>; [david.maxwell@hlc.com](mailto:david.maxwell@hlc.com) <[david.maxwell@hlc.com](mailto:david.maxwell@hlc.com)>; [bwaldin@eimerstahl.com](mailto:bwaldin@eimerstahl.com) <[bwaldin@eimerstahl.com](mailto:bwaldin@eimerstahl.com)>; [rbrass@gibsondunn.com](mailto:rbrass@gibsondunn.com) <[rbrass@gibsondunn.com](mailto:rbrass@gibsondunn.com)>; [jgorman@gibsondunn.com](mailto:jgorman@gibsondunn.com) <[jgorman@gibsondunn.com](mailto:jgorman@gibsondunn.com)>

**Cc:** Jason Hartley <[hartley@hartleyllp.com](mailto:hartley@hartleyllp.com)>; Jason Lindner <[lindner@hartleyllp.com](mailto:lindner@hartleyllp.com)>; Maureen Forsyth <[forsyth@hartleyllp.com](mailto:forsyth@hartleyllp.com)>; Kenneth Frost <[frost@hartleyllp.com](mailto:frost@hartleyllp.com)>; Rick Paul <[rick@paulllp.com](mailto:rick@paulllp.com)>; Mary Jane Fait <[maryjane@paulllp.com](mailto:maryjane@paulllp.com)>; Haley Hawn <[haley@paulllp.com](mailto:haley@paulllp.com)>; Simon, Joshua <[jSimon@mcdermottlaw.com](mailto:jSimon@mcdermottlaw.com)>; Haskel, Warren <[Whaskel@mcdermottlaw.com](mailto:Whaskel@mcdermottlaw.com)>; Cosillos, Chelsea <[Ccosillos@mcdermottlaw.com](mailto:Ccosillos@mcdermottlaw.com)>

**Subject:** Re: In re Zelis Pricing Antitrust Litigation

Counsel,

Please see the attached correspondence from Plaintiffs.

Best,

Ian

**IAN MCFARLAND** | ASSOCIATE

**ZIMMERMAN REED LLP**

1100 IDS Center, 80 South 8th Street  
Minneapolis, MN 55402 +612.341.0400

Minneapolis | Los Angeles | Phoenix

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---

**From:** Chen, Emily T. <[echen@mcdermottlaw.com](mailto:echen@mcdermottlaw.com)>

**Sent:** Saturday, August 15, 2026 5:21 PM

**To:** Ian McFarland <[Ian.McFarland@zimmreed.com](mailto:Ian.McFarland@zimmreed.com)>; [Zelis.Joint.Defense.Group@ropesgray.com](mailto:Zelis.Joint.Defense.Group@ropesgray.com) <[Zelis.Joint.Defense.Group@ropesgray.com](mailto:Zelis.Joint.Defense.Group@ropesgray.com)>; matthew.mcginis <[matthew.mcginis@ropesgray.com](mailto:matthew.mcginis@ropesgray.com)>; [Casey.Lee@ropesgray.com](mailto:Casey.Lee@ropesgray.com) <[Casey.Lee@ropesgray.com](mailto:Casey.Lee@ropesgray.com)>; [Sandra.Masselink@ropesgray.com](mailto:Sandra.Masselink@ropesgray.com) <[Sandra.Masselink@ropesgray.com](mailto:Sandra.Masselink@ropesgray.com)>; [KTrefz@wc.com](mailto:KTrefz@wc.com) <[KTrefz@wc.com](mailto:KTrefz@wc.com)>; [nmccullough@wc.com](mailto:nmccullough@wc.com) <[nmccullough@wc.com](mailto:nmccullough@wc.com)>; [TRyan@wc.com](mailto:TRyan@wc.com) <[TRyan@wc.com](mailto:TRyan@wc.com)>; [ssalgado@wc.com](mailto:ssalgado@wc.com) <[ssalgado@wc.com](mailto:ssalgado@wc.com)>; David Young <[david.young@ropesgray.com](mailto:david.young@ropesgray.com)>; [david.maxwell@hlc.com](mailto:david.maxwell@hlc.com) <[david.maxwell@hlc.com](mailto:david.maxwell@hlc.com)>; [bwaldin@eimerstahl.com](mailto:bwaldin@eimerstahl.com) <[bwaldin@eimerstahl.com](mailto:bwaldin@eimerstahl.com)>; [rbrass@gibsondunn.com](mailto:rbrass@gibsondunn.com) <[rbrass@gibsondunn.com](mailto:rbrass@gibsondunn.com)>; [jgorman@gibsondunn.com](mailto:jgorman@gibsondunn.com) <[jgorman@gibsondunn.com](mailto:jgorman@gibsondunn.com)>

**Cc:** Jason Hartley <[hartley@hartleyllp.com](mailto:hartley@hartleyllp.com)>; Jason Lindner <[lindner@hartleyllp.com](mailto:lindner@hartleyllp.com)>; Maureen Forsyth <[forsyth@hartleyllp.com](mailto:forsyth@hartleyllp.com)>; Kenneth Frost <[frost@hartleyllp.com](mailto:frost@hartleyllp.com)>; Rick Paul <[rick@paulllp.com](mailto:rick@paulllp.com)>; Mary Jane Fait <[maryjane@paulllp.com](mailto:maryjane@paulllp.com)>; Haley Hawn <[haley@paulllp.com](mailto:haley@paulllp.com)>; Simon, Joshua <[jsimon@mcdermottlaw.com](mailto:jsimon@mcdermottlaw.com)>; Haskel, Warren <[Whaskel@mcdermottlaw.com](mailto:Whaskel@mcdermottlaw.com)>; Cosillos, Chelsea <[Ccosillos@mcdermottlaw.com](mailto:Ccosillos@mcdermottlaw.com)>

**Subject:** RE: In re Zelis Pricing Antitrust Litigation

**EXTERNAL EMAIL:** Use caution with requests, links, and attachments.

Counsel,

We write to follow up on the parties' August 13 meet and confer. During that call, Plaintiffs could not confirm whether the parties were at an impasse as to the five categories of materials identified in Defendants' August 13 letter: (1) balance billing, patient billing, and other sources of payment for OON healthcare services; (2) in-network discovery; (3) Plaintiffs' financial performance; (4) Plaintiffs' billed charges; and (5) Plaintiffs' employer-sponsored health plans. Instead, Plaintiffs stated that they needed to confer with lead Plaintiffs' counsel, who did not attend the meet and confer. When Defendants asked when Plaintiffs would provide their final position, Plaintiffs would not commit to a firm timeline, although they acknowledged that early next week was reasonable.

In light of the briefing schedule set by Magistrate Judge Boal at yesterday's hearing, Defendants need Plaintiffs' final position promptly. Please confirm whether Plaintiffs will stand on their objections—and whether the parties are therefore at an impasse—as to each of the five categories identified above by no later than **8 pm ET on Monday, August 17**. If Plaintiffs contend that the parties are not at an impasse as to any category, identify with specificity what compromise

Plaintiffs are prepared to offer.

In addition, for the RFP-specific issues identified in Defendants' August 13 letter and discussed during the meet and confer, please provide Plaintiffs' written responses and positions by no later than **8 pm ET on Wednesday, August 19.**

Defendants reserve all rights.

Best,

Emily

**Emily T. Chen**  
Partner

**T:** +1 212 547 5777 | **M:** +1 929 793 3080 | **F:** +1 212 547 5444  
[echen@mcdermottlaw.com](mailto:echen@mcdermottlaw.com) | [LinkedIn](#)

McDermott Will & Schulte LLP | [mcdermottlaw.com](http://mcdermottlaw.com)  
One Vanderbilt Avenue | New York, NY 10017 | USA



---

**From:** Chen, Emily T.

**Sent:** Thursday, August 13, 2026 12:46 PM

**To:** 'Ian McFarland' <[Ian.McFarland@zimmered.com](mailto:Ian.McFarland@zimmered.com)>; [Zelis.Joint.Defense.Group@ropesgray.com](mailto:Zelis.Joint.Defense.Group@ropesgray.com); matthew.mcginnis <[matthew.mcginnis@ropesgray.com](mailto:matthew.mcginnis@ropesgray.com)>; [Casey.Lee@ropesgray.com](mailto:Casey.Lee@ropesgray.com); [Sandra.Masselink@ropesgray.com](mailto:Sandra.Masselink@ropesgray.com); [KTrefz@wc.com](mailto:KTrefz@wc.com); [nmccullough@wc.com](mailto:nmccullough@wc.com); [TRyan@wc.com](mailto:TRyan@wc.com); [ssalgado@wc.com](mailto:ssalgado@wc.com); David Young <[david.young@ropesgray.com](mailto:david.young@ropesgray.com)>; [david.maxwell@hlc.com](mailto:david.maxwell@hlc.com); [bwaldin@eimerstahl.com](mailto:bwaldin@eimerstahl.com); [rbrass@gibsondunn.com](mailto:rbrass@gibsondunn.com); [jgorman@gibsondunn.com](mailto:jgorman@gibsondunn.com)

**Cc:** Jason Hartley <[hartley@hartleyllp.com](mailto:hartley@hartleyllp.com)>; Jason Lindner <[lindner@hartleyllp.com](mailto:lindner@hartleyllp.com)>; Maureen Forsyth <[forsyth@hartleyllp.com](mailto:forsyth@hartleyllp.com)>; Kenneth Frost <[frost@hartleyllp.com](mailto:frost@hartleyllp.com)>; Rick Paul <[rick@paulllp.com](mailto:rick@paulllp.com)>; Mary Jane Fait <[maryjane@paulllp.com](mailto:maryjane@paulllp.com)>; Haley Hawn <[haley@paulllp.com](mailto:haley@paulllp.com)>; Simon, Joshua <[simon@mcdermottlaw.com](mailto:simon@mcdermottlaw.com)>; Haskel, Warren <[Whaskel@mcdermottlaw.com](mailto:Whaskel@mcdermottlaw.com)>; Cosillos, Chelsea <[Ccosillos@mcdermottlaw.com](mailto:Ccosillos@mcdermottlaw.com)>

**Subject:** RE: In re Zelis Pricing Antitrust Litigation

Counsel,

Please see the attached correspondence. We look forward to discussing on today's meet and confer.

Thank you.

**Emily T. Chen**  
Partner

**T:** +1 212 547 5777 | **M:** +1 929 793 3080 | **F:** +1 212 547 5444  
[echen@mcdermottlaw.com](mailto:echen@mcdermottlaw.com) | [LinkedIn](#)

McDermott Will & Schulte LLP | [mcdermottlaw.com](http://mcdermottlaw.com)  
One Vanderbilt Avenue | New York, NY 10017 | USA



---

**From:** Ian McFarland <[Ian.McFarland@zimmreed.com](mailto:Ian.McFarland@zimmreed.com)>  
**Sent:** Tuesday, August 4, 2026 5:04 PM  
**To:** Chen, Emily T. <[echen@mcdermottlaw.com](mailto:echen@mcdermottlaw.com)>; [Zelis.Joint.Defense.Group@ropesgray.com](mailto:Zelis.Joint.Defense.Group@ropesgray.com); matthew.mcginis <[matthew.mcginis@ropesgray.com](mailto:matthew.mcginis@ropesgray.com)>; [Casey.Lee@ropesgray.com](mailto:Casey.Lee@ropesgray.com); [Sandra.Masselink@ropesgray.com](mailto:Sandra.Masselink@ropesgray.com); Simon, Joshua <[jsimon@mcdermottlaw.com](mailto:jsimon@mcdermottlaw.com)>; Haskel, Warren <[Whaskel@mcdermottlaw.com](mailto:Whaskel@mcdermottlaw.com)>; Cosillos, Chelsea <[Ccosillos@mcdermottlaw.com](mailto:Ccosillos@mcdermottlaw.com)>; [KTrefz@wc.com](mailto:KTrefz@wc.com); [nmccullough@wc.com](mailto:nmccullough@wc.com); [TRyan@wc.com](mailto:TRyan@wc.com); [ssalgado@wc.com](mailto:ssalgado@wc.com); David Young <[david.young@ropesgray.com](mailto:david.young@ropesgray.com)>; [david.maxwell@hlc.com](mailto:david.maxwell@hlc.com); [bwaldin@eimerstahl.com](mailto:bwaldin@eimerstahl.com); [rbrass@gibsondunn.com](mailto:rbrass@gibsondunn.com); [jgorman@gibsondunn.com](mailto:jgorman@gibsondunn.com)  
**Cc:** Jason Hartley <[hartley@hartleyllp.com](mailto:hartley@hartleyllp.com)>; Jason Lindner <[lindner@hartleyllp.com](mailto:lindner@hartleyllp.com)>; Maureen Forsyth <[forsyth@hartleyllp.com](mailto:forsyth@hartleyllp.com)>; Kenneth Frost <[frost@hartleyllp.com](mailto:frost@hartleyllp.com)>; Rick Paul <[rick@paulllp.com](mailto:rick@paulllp.com)>; Mary Jane Fait <[maryjane@paulllp.com](mailto:maryjane@paulllp.com)>; Haley Hawn <[haley@paulllp.com](mailto:haley@paulllp.com)>  
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Counsel,

Please see the attached correspondence from Plaintiffs.

Best,

Ian

**IAN MCFARLAND** | ASSOCIATE

**ZIMMERMAN REED LLP**  
1100 IDS Center, 80 South 8th Street  
Minneapolis, MN 55402 +612.341.0400

---

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**From:** Chen, Emily T. <[echen@mcdermottlaw.com](mailto:echen@mcdermottlaw.com)>

**Sent:** Thursday, July 30, 2026 2:43 PM

**To:** Jason Hartley <[hartley@hartleyllp.com](mailto:hartley@hartleyllp.com)>; Jason Lindner <[lindner@hartleyllp.com](mailto:lindner@hartleyllp.com)>; Maureen Forsyth <[forsyth@hartleyllp.com](mailto:forsyth@hartleyllp.com)>; Kenneth Frost <[frost@hartleyllp.com](mailto:frost@hartleyllp.com)>; Rick@paulllp.com <[Rick@paulllp.com](mailto:Rick@paulllp.com)>; [maryjane@paulllp.com](mailto:maryjane@paulllp.com) <[maryjane@paulllp.com](mailto:maryjane@paulllp.com)>; [haley@paulllp.com](mailto:haley@paulllp.com) <[haley@paulllp.com](mailto:haley@paulllp.com)>

**Cc:** Zelis.Joint.Defense.Group <[Zelis.Joint.Defense.Group@ropesgray.com](mailto:Zelis.Joint.Defense.Group@ropesgray.com)>; matthew.mcginis <[matthew.mcginis@ropesgray.com](mailto:matthew.mcginis@ropesgray.com)>; Lee, Casey <[Casey.Lee@ropesgray.com](mailto:Casey.Lee@ropesgray.com)>; Masselink, Sandra H. <[Sandra.Masselink@ropesgray.com](mailto:Sandra.Masselink@ropesgray.com)>; Simon, Joshua <[jsimon@mcdermottlaw.com](mailto:jsimon@mcdermottlaw.com)>; Haskel, Warren <[Whaskel@mcdermottlaw.com](mailto:Whaskel@mcdermottlaw.com)>; Cosillos, Chelsea <[Ccosillos@mcdermottlaw.com](mailto:Ccosillos@mcdermottlaw.com)>; [KTrefz@wc.com](mailto:KTrefz@wc.com) <[KTrefz@wc.com](mailto:KTrefz@wc.com)>; [nmccullough@wc.com](mailto:nmccullough@wc.com) <[nmccullough@wc.com](mailto:nmccullough@wc.com)>; [TRyan@wc.com](mailto:TRyan@wc.com) <[TRyan@wc.com](mailto:TRyan@wc.com)>; Suzanne Salgado <[ssalgado@wc.com](mailto:ssalgado@wc.com)>; David Young <[david.young@ropesgray.com](mailto:david.young@ropesgray.com)>; Fatima Brizuela <[fbrizuela@scott-scott.com](mailto:fbrizuela@scott-scott.com)>; Maxwell, W. David <[david.maxwell@hlc.com](mailto:david.maxwell@hlc.com)>; Gendall, Mike <[mike.gendall@hlc.com](mailto:mike.gendall@hlc.com)>; David Schwartz <[david.schwartz@bclplaw.com](mailto:david.schwartz@bclplaw.com)>; Waldin, Ben <[bwaldin@eimerstahl.com](mailto:bwaldin@eimerstahl.com)>; Rachel Brass <[rbrass@gibsondunn.com](mailto:rbrass@gibsondunn.com)>; [rbrass@gibsondunn.com](mailto:rbrass@gibsondunn.com)>; Joseph Gorman <[jgorman@gibsondunn.com](mailto:jgorman@gibsondunn.com)> <[jgorman@gibsondunn.com](mailto:jgorman@gibsondunn.com)>

**Subject:** RE: In re Zelis Pricing Antitrust Litigation

Counsel,

We write to follow up on the attached correspondence and the Parties' July 17 meet and confer regarding Plaintiffs' June 25, 2026 Responses and Objections to Defendants' First Set of RFPs and Plaintiffs' data-field disclosures. To date, Defendants have not received Plaintiffs' written positions on these issues.

Given the expedited schedule in this case, Defendants request Plaintiffs' prompt responses so that the Parties may continue to advance discovery without unnecessary delay. To that end, and given that this has been outstanding for nearly two weeks, please provide by Tuesday, August 4 Plaintiffs' responses to the issues raised in Defendants' correspondence and during the meet and confer, including confirmation as to whether each Plaintiff has any additional data fields, data systems, or existing data dictionaries relevant to the categories identified in Attachment A to the RFPs that were not disclosed as part of Plaintiffs' data-field disclosures.

If Plaintiffs do not intend to provide a substantive response by that date, please let us know immediately.

Best,

Emily

**Emily T. Chen**  
Partner

T: +1 212 547 5777 | M: +1 929 793 3080 | F: +1 212 547 5444  
[echen@mcdermottlaw.com](mailto:echen@mcdermottlaw.com) | [LinkedIn](#)

McDermott Will & Schulte LLP | [mcdermottlaw.com](http://mcdermottlaw.com)  
One Vanderbilt Avenue | New York, NY 10017 | USA



---

**From:** Chen, Emily T.

**Sent:** Friday, July 17, 2026 9:46 AM

**To:** 'Lee, Casey' <[Casey.Lee@ropesgray.com](mailto:Casey.Lee@ropesgray.com)>; Jason Hartley <[hartley@hartleyllp.com](mailto:hartley@hartleyllp.com)>; Jason Lindner <[lindner@hartleyllp.com](mailto:lindner@hartleyllp.com)>; Maureen Forsyth <[forsyth@hartleyllp.com](mailto:forsyth@hartleyllp.com)>; Kenneth Frost <[frost@hartleyllp.com](mailto:frost@hartleyllp.com)>; [Rick@paulllp.com](mailto:Rick@paulllp.com); [maryjane@paulllp.com](mailto:maryjane@paulllp.com); [haley@paulllp.com](mailto:haley@paulllp.com)

**Cc:** matthew.mcginnis <[matthew.mcginnis@ropesgray.com](mailto:matthew.mcginnis@ropesgray.com)>; Zelis.Joint.Defense.Group <[Zelis.Joint.Defense.Group@ropesgray.com](mailto:Zelis.Joint.Defense.Group@ropesgray.com)>; Masselink, Sandra H. <[Sandra.Masselink@ropesgray.com](mailto:Sandra.Masselink@ropesgray.com)>; Simon, Joshua <[Jsimon@mcdermottlaw.com](mailto:Jsimon@mcdermottlaw.com)>; Haskel, Warren <[Whaskel@mcdermottlaw.com](mailto:Whaskel@mcdermottlaw.com)>; Cosillos, Chelsea <[Ccosillos@mcdermottlaw.com](mailto:Ccosillos@mcdermottlaw.com)>; [KTrefz@wc.com](mailto:KTrefz@wc.com); [nmccullough@wc.com](mailto:nmccullough@wc.com); [TRyan@wc.com](mailto:TRyan@wc.com); David Young <[david.young@ropesgray.com](mailto:david.young@ropesgray.com)>; Fatima Brizuela <[fbrizuela@scott-scott.com](mailto:fbrizuela@scott-scott.com)>

**Subject:** RE: In re Zelis Pricing Antitrust Litigation

Counsel,

Please see the attached letter from Defendants identifying issues for discussion during today's meet and confer. We trust the letter will help guide the Parties' discussion and facilitate an efficient and productive meet and confer.

Best,

Emily

**Emily T. Chen**

Partner

**T:** +1 212 547 5777 | **M:** +1 929 793 3080 | **F:** +1 212 547 5444  
[echen@mcdermottlaw.com](mailto:echen@mcdermottlaw.com) | [LinkedIn](#)

McDermott Will & Schulte LLP | [mcdermottlaw.com](http://mcdermottlaw.com)  
One Vanderbilt Avenue | New York, NY 10017 | USA



---

**From:** Lee, Casey <[Casey.Lee@ropesgray.com](mailto:Casey.Lee@ropesgray.com)>

**Sent:** Thursday, July 16, 2026 10:19 PM

**To:** Jason Hartley <[hartley@hartleyllp.com](mailto:hartley@hartleyllp.com)>; Jason Lindner <[lindner@hartleyllp.com](mailto:lindner@hartleyllp.com)>; Maureen Forsyth <[forsyth@hartleyllp.com](mailto:forsyth@hartleyllp.com)>; Kenneth Frost <[frost@hartleyllp.com](mailto:frost@hartleyllp.com)>; [Rick@paulllp.com](mailto:Rick@paulllp.com); [maryjane@paulllp.com](mailto:maryjane@paulllp.com); [haley@paulllp.com](mailto:haley@paulllp.com)

**Cc:** matthew.mcginnis <[matthew.mcginnis@ropesgray.com](mailto:matthew.mcginnis@ropesgray.com)>; Zelis.Joint.Defense.Group

<[Zelis.Joint.Defense.Group@ropesgray.com](mailto:Zelis.Joint.Defense.Group@ropesgray.com)>; Masselink, Sandra H. <[Sandra.Masselink@ropesgray.com](mailto:Sandra.Masselink@ropesgray.com)>; Simon, Joshua <[jsimon@mcdermottlaw.com](mailto:jsimon@mcdermottlaw.com)>; Chen, Emily T. <[echen@mcdermottlaw.com](mailto:echen@mcdermottlaw.com)>; Cosillos, Chelsea <[Ccosillos@mcdermottlaw.com](mailto:Ccosillos@mcdermottlaw.com)>; [KTrefz@wc.com](mailto:KTrefz@wc.com); [nmccullough@wc.com](mailto:nmccullough@wc.com); [TRyan@wc.com](mailto:TRyan@wc.com); David Young <[david.young@ropesgray.com](mailto:david.young@ropesgray.com)>; Fatima Brizuela <[fbrizuela@scott-scott.com](mailto:fbrizuela@scott-scott.com)>

**Subject:** RE: In re Zelis Pricing Antitrust Litigation

**[ External Email ]**

Counsel: We've circulated a calendar invite for 11:00 a.m. ET tomorrow; please let us know if you have not received it.

Our earlier e-mail was referring to Defendants' last compromise proposals prior to the parties' filing joint position statements on the ESI protocol, deposition protocol, and TAR protocol. If Plaintiffs have any compromise counterproposals, please let us know.

Regards,

Casey

**Casey Kyung-Se Lee**  
**ROPES & GRAY LLP**

T +1 212 596 9799 | M +1 347 604 8807  
1211 Avenue of the Americas  
New York, NY 10036-8704  
[Casey.Lee@ropesgray.com](mailto:Casey.Lee@ropesgray.com)  
[www.ropesgray.com](http://www.ropesgray.com)

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**From:** Jason Hartley <[hartley@hartleyllp.com](mailto:hartley@hartleyllp.com)>

**Sent:** Thursday, July 16, 2026 4:36 PM

**To:** Lee, Casey <[Casey.Lee@ropesgray.com](mailto:Casey.Lee@ropesgray.com)>; Jason Lindner <[jindner@hartleyllp.com](mailto:jindner@hartleyllp.com)>; Maureen Forsyth <[forsyth@hartleyllp.com](mailto:forsyth@hartleyllp.com)>; Kenneth Frost <[frost@hartleyllp.com](mailto:frost@hartleyllp.com)>; [Rick@pauillp.com](mailto:Rick@pauillp.com); [maryjane@pauillp.com](mailto:maryjane@pauillp.com); [haley@pauillp.com](mailto:haley@pauillp.com)

**Cc:** McGinnis, Matthew <[Matthew.McGinnis@ropesgray.com](mailto:Matthew.McGinnis@ropesgray.com)>; Zelis.Joint.Defense.Group <[Zelis.Joint.Defense.Group@ropesgray.com](mailto:Zelis.Joint.Defense.Group@ropesgray.com)>; Masselink, Sandra H. <[Sandra.Masselink@ropesgray.com](mailto:Sandra.Masselink@ropesgray.com)>; [jsimon@mcdermottlaw.com](mailto:jsimon@mcdermottlaw.com); Emily Chen <[echen@mcdermottlaw.com](mailto:echen@mcdermottlaw.com)>; [ccosillos@mcdermottlaw.com](mailto:ccosillos@mcdermottlaw.com); [KTrefz@wc.com](mailto:KTrefz@wc.com); [nmccullough@wc.com](mailto:nmccullough@wc.com); [TRyan@wc.com](mailto:TRyan@wc.com); Young, David <[David.Young@ropesgray.com](mailto:David.Young@ropesgray.com)>; Fatima Brizuela <[fbrizuela@scott-scott.com](mailto:fbrizuela@scott-scott.com)>

**Subject:** Re: In re Zelis Pricing Antitrust Litigation

Hi Casey,

We intended 11am ET tomorrow. Several of us are on the west coast.

We are not aware of any compromise proposal from Defendants after the joint submission of July 6 regarding the deposition protocol or privilege log production. If there was something and we missed it, kindly reforward.

We did talk yesterday regarding TAR issues and expect to send something on that protocol shortly.

Jason S. Hartley

101 W. Broadway, Suite 820  
San Diego, CA 92101

(619) 400-5822 **TEL**

(619) 400-5832 **FAX**

[hartley@hartleyllp.com](mailto:hartley@hartleyllp.com)

[hartleyllp.com](http://hartleyllp.com)

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**From:** "Lee, Casey" <[Casey.Lee@ropesgray.com](mailto:Casey.Lee@ropesgray.com)>

**Date:** Thursday, July 16, 2026 at 6:25 AM

**To:** Jason Hartley <[hartley@hartleyllp.com](mailto:hartley@hartleyllp.com)>, Jason Lindner <[lindner@hartleyllp.com](mailto:lindner@hartleyllp.com)>, Maureen Forsyth <[forsyth@hartleyllp.com](mailto:forsyth@hartleyllp.com)>, Kenneth Frost <[frost@hartleyllp.com](mailto:frost@hartleyllp.com)>, Rick Paul <[Rick@paulllp.com](mailto:Rick@paulllp.com)>, "maryjane@paulllp.com" <[maryjane@paulllp.com](mailto:maryjane@paulllp.com)>, "haley@paulllp.com" <[haley@paulllp.com](mailto:haley@paulllp.com)>

**Cc:** "McGinnis, Matthew" <[Matthew.McGinnis@ropesgray.com](mailto:Matthew.McGinnis@ropesgray.com)>, "Zelis.Joint.Defense.Group" <[Zelis.Joint.Defense.Group@ropesgray.com](mailto:Zelis.Joint.Defense.Group@ropesgray.com)>, "Masselink, Sandra H." <[Sandra.Masselink@ropesgray.com](mailto:Sandra.Masselink@ropesgray.com)>, "jsimon@mcdermottlaw.com" <[jsimon@mcdermottlaw.com](mailto:jsimon@mcdermottlaw.com)>, Emily Chen <[echen@mcdermottlaw.com](mailto:echen@mcdermottlaw.com)>, "ccosillos@mcdermottlaw.com" <[ccosillos@mcdermottlaw.com](mailto:ccosillos@mcdermottlaw.com)>, "KTrefz@wc.com" <[KTrefz@wc.com](mailto:KTrefz@wc.com)>, "nmccullough@wc.com" <[nmccullough@wc.com](mailto:nmccullough@wc.com)>, "TRyan@wc.com" <[TRyan@wc.com](mailto:TRyan@wc.com)>, "Young, David" <[David.Young@ropesgray.com](mailto:David.Young@ropesgray.com)>, Fatima Brizuela <[fbrizuela@scott-scott.com](mailto:fbrizuela@scott-scott.com)>

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Counsel:

With respect to our requested meet and confer on the topics listed in our earlier e-mail, we noted that we are available at

10:00 a.m. ET on Friday; your response, however, states that Plaintiffs are available at 11:00 a.m. ET. Could you please clarify whether Plaintiffs are available at the proposed time of 10:00 a.m. ET? We will aim to send you ahead of our call further details regarding the issues to be discussed.

Regarding the disputes over the ESI protocol, TAR protocol (setting aside the TAR 1.0 issue, which we understand remains the subject of meet and confer discussions), and deposition protocol, as Plaintiffs are aware, Defendants last made compromise offers ahead of the July 8, 2026 court status conference, which Plaintiffs rejected. Unless Plaintiffs have any compromise counterproposals to offer, we see no need for further discussions regarding these disputes.

Regards,

Casey

**Casey Kyung-Se Lee**  
**ROPES & GRAY LLP**

T +1 212 596 9799 | M +1 347 604 8807  
1211 Avenue of the Americas  
New York, NY 10036-8704  
[Casey.Lee@ropesgray.com](mailto:Casey.Lee@ropesgray.com)  
[www.ropesgray.com](http://www.ropesgray.com)

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**From:** Jason Hartley <[hartley@hartleyllp.com](mailto:hartley@hartleyllp.com)>

**Sent:** Tuesday, July 14, 2026 6:13 PM

**To:** Lee, Casey <[Casey.Lee@ropesgray.com](mailto:Casey.Lee@ropesgray.com)>; Jason Lindner <[lindner@hartleyllp.com](mailto:lindner@hartleyllp.com)>; Maureen Forsyth <[forsyth@hartleyllp.com](mailto:forsyth@hartleyllp.com)>; Kenneth Frost <[frost@hartleyllp.com](mailto:frost@hartleyllp.com)>; [Rick@pauillp.com](mailto:Rick@pauillp.com); [maryjane@pauillp.com](mailto:maryjane@pauillp.com); [haley@pauillp.com](mailto:haley@pauillp.com)

**Cc:** McGinnis, Matthew <[Matthew.McGinnis@ropesgray.com](mailto:Matthew.McGinnis@ropesgray.com)>; Zelis.Joint.Defense.Group <[Zelis.Joint.Defense.Group@ropesgray.com](mailto:Zelis.Joint.Defense.Group@ropesgray.com)>; Masselink, Sandra H. <[Sandra.Masselink@ropesgray.com](mailto:Sandra.Masselink@ropesgray.com)>; [jimmon@mcdermottlaw.com](mailto:jimmon@mcdermottlaw.com); Emily Chen <[echen@mcdermottlaw.com](mailto:echen@mcdermottlaw.com)>; [ccosillos@mcdermottlaw.com](mailto:ccosillos@mcdermottlaw.com); [KTrefz@wc.com](mailto:KTrefz@wc.com); [nmccullough@wc.com](mailto:nmccullough@wc.com); [TRyan@wc.com](mailto:TRyan@wc.com); Young, David <[David.Young@ropesgray.com](mailto:David.Young@ropesgray.com)>; Fatima Brizuela <[fbrizuela@scott-scott.com](mailto:fbrizuela@scott-scott.com)>

**Subject:** Re: In re Zelis Pricing Antitrust Litigation

Hi Casey,

In response to your request for a meet and confer, it would be helpful to understand what issues you believe require a meet and confer regarding the topics you list (Plaintiffs' data fields, proposed search terms, responses to RFPs and custodians/non-custodial sources). Please let us know what those issues are in advance of a call.

With respect to your request to further discuss the other proposed pretrial orders, we are open to further discussing the TAR protocol. If Defendants have a new proposal for the other PTOs, we would of course consider them. We can be available at 11am ET on Friday. If that still works, please circulate a calendar item to folks on this email.

Jason S. Hartley

101 W. Broadway, Suite 820  
San Diego, CA 92101

(619) 400-5822 **TEL**

(619) 400-5832 **FAX**

[hartley@hartleyllp.com](mailto:hartley@hartleyllp.com)

[hartleyllp.com](http://hartleyllp.com)

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**From:** "Lee, Casey" <[Casey.Lee@ropesgray.com](mailto:Casey.Lee@ropesgray.com)>

**Date:** Tuesday, July 14, 2026 at 9:16 AM

**To:** Jason Hartley <[hartley@hartleyllp.com](mailto:hartley@hartleyllp.com)>, Jason Lindner <[lindner@hartleyllp.com](mailto:lindner@hartleyllp.com)>, Maureen Forsyth <[forsyth@hartleyllp.com](mailto:forsyth@hartleyllp.com)>, Kenneth Frost <[frost@hartleyllp.com](mailto:frost@hartleyllp.com)>, Rick Paul <[Rick@pauillp.com](mailto:Rick@pauillp.com)>, "maryjane@pauillp.com" <[maryjane@pauillp.com](mailto:maryjane@pauillp.com)>, "haley@pauillp.com" <[haley@pauillp.com](mailto:haley@pauillp.com)>

**Cc:** "McGinnis, Matthew" <[Matthew.McGinnis@ropesgray.com](mailto:Matthew.McGinnis@ropesgray.com)>, "Zelis.Joint.Defense.Group" <[Zelis.Joint.Defense.Group@ropesgray.com](mailto:Zelis.Joint.Defense.Group@ropesgray.com)>, "Masselink, Sandra H." <[Sandra.Masselink@ropesgray.com](mailto:Sandra.Masselink@ropesgray.com)>, "jsimon@mcdermottlaw.com" <[jsimon@mcdermottlaw.com](mailto:jsimon@mcdermottlaw.com)>, Emily Chen <[echen@mcdermottlaw.com](mailto:echen@mcdermottlaw.com)>, "ccosillos@mcdermottlaw.com" <[ccosillos@mcdermottlaw.com](mailto:ccosillos@mcdermottlaw.com)>, "KTrefz@wc.com" <[KTrefz@wc.com](mailto:KTrefz@wc.com)>, "nmccullough@wc.com" <[nmccullough@wc.com](mailto:nmccullough@wc.com)>, "TRyan@wc.com" <[TRyan@wc.com](mailto:TRyan@wc.com)>, "Young, David" <[David.Young@ropesgray.com](mailto:David.Young@ropesgray.com)>

**Subject:** Re: In re Zelis Pricing Antitrust Litigation

Counsel,

We write regarding several pending issues ahead of the hearing scheduled for July 23, and the conferences set for August 14. Please advise us of your availabilities to meet and confer on the following topics:

- Plaintiffs' data fields
- Plaintiffs' proposed search terms
- Plaintiffs' Responses and Objections to Defendants' Requests for Production
- Plaintiffs' proposed custodians and non-custodial sources

Defendants are available this Friday, July 17, at 10:00 a.m. – 11:00 a.m. ET, and on Monday, July 20, at 10:30 a.m. – 11:30 a.m. ET, to meet and confer. In addition, regarding the joint progress report due on July 20, 2026, please advise whether Plaintiffs have any inclination to discuss further the disputes over the ESI protocol, TAR protocol, and deposition protocol set to be heard on July 23, 2026 before Magistrate Judge Boal.

Regards,

Casey

**Casey Kyung-Se Lee**  
**ROPES & GRAY LLP**

T +1 212 596 9799 | M +1 347 604 8807  
1211 Avenue of the Americas  
New York, NY 10036-8704  
[Casey.Lee@ropesgray.com](mailto:Casey.Lee@ropesgray.com)  
[www.ropesgray.com](http://www.ropesgray.com)

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