

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

AETNA INC.'S POSITION STATEMENT
IN SUPPORT OF ITS PROPOSED SEARCH TERMS

As detailed in its pending motion to dismiss, Aetna Inc. has repeatedly informed Plaintiffs that it has never used the Zelis out-of-network repricing tools at issue in this litigation. Plaintiffs have never identified any good-faith factual basis for alleging otherwise. Instead, they have simply insisted that there is “*some* relationship between Aetna and Zelis that we need to explore in discovery.” Dkt. 271-4 at 1.

Aetna Inc. should not be in this case (or be subject to any discovery). But in the interim, the only relevant reason for Aetna Inc. to produce documents is to prove that it does not use the Zelis out-of-network repricing tools at issue in this litigation.¹ Accordingly, three months ago, on June 25, Aetna Inc. served its Responses and Objections to Plaintiffs’ Requests for Production agreeing to search for documents and communications concerning Zelis’s out-of-network repricing tools and any contracts or agreements between Aetna Inc. and Zelis (to the extent they

¹ Aetna Inc.’s subsidiary, Meritain Health, Inc. (“Meritain”), does use the Zelis out-of-network repricing tools at issue in this litigation, so it will be agreeing to produce a broader set of documents in response to Plaintiffs’ Requests for Production. Those Requests were only recently served on Meritain, and after Meritain serves its responses and objections, it will engage in search-term negotiations with Plaintiffs as contemplated by the ESI Protocol.

exist). Aetna Inc. proposed a broad set of Zelis-only search terms to address the topics for which it has agreed to conduct a reasonable search. As Aetna Inc. has informed Plaintiffs, the terms it has proposed hit on virtually every document in its collections that contains the word “Zelis.”

Aetna Inc. has engaged in good faith with Plaintiffs as to these terms. After its August 31 meet and confer with Plaintiffs regarding search terms, Aetna Inc. accepted *in full* Plaintiffs’ edits to *more than half* of Aetna Inc.’s proposed terms. And when Plaintiffs proposed additional changes to those terms as part of its most recent proposal (on September 22), Aetna Inc. accepted them *in full*. See Ex. A, Term Nos. 16, 18. Aetna Inc. also either accepted (or offered counter-proposals to) additional proposed terms regarding the named Plaintiffs who have active claims against Aetna Inc. (in an effort to further confirm for Plaintiffs that Aetna Inc. has not used the Zelis repricing tools to reprice any of their out-of-network reimbursements). See Ex. A, Term Nos. 19-23.

What Aetna Inc. has not been willing to do is accept additional proposed terms that go beyond the scope of what Aetna Inc. agreed to produce as part of its responses and objections to Plaintiffs’ RFPs. Yet, in their most recent proposal to Aetna Inc., Plaintiffs have insisted on search terms that hit on 95% of the documents in Aetna’s collection and that touch on everything from private equity investors to employee hiring and termination decisions. See generally Ex. B.

Plaintiffs’ attempt to use search-term negotiations as a backdoor mechanism to expand the scope of Aetna Inc.’s document production when they have not challenged the scope of production outlined clearly in the underlying Responses and Objection is improper. Search terms are just “a way to simplify and limit the scope of production,” and Aetna Inc. remains entitled to conduct a “relevance review” and “withhold[] ... irrelevant documents.” *O’Donnell/Salvatori Inc. v. Microsoft Corp.*, 339 F.R.D. 275, 276-77 (W.D. Wash. 2021); see *BancPass, Inc. v. Highway Toll*

Admin., LLC, 2016 WL 4031417, at *3 (W.D. Tex. July 26, 2016) (reiterating that search terms are intended “to limit the scope of production” to “responsive” documents).

Plaintiffs raised no objection to Aetna Inc.’s Responses and Objections for more than two months after they were served. The parties’ submissions to the Court reflect as much. *See* Aug. 4, 2026 Joint Status Report, Dkt. 274 at 10–11 (noting “Plaintiffs have raised no objections to Defendants’ custodians, custodial or noncustodial sources, or their responses and objections to the RFPs”). It was not until August 31—after Aetna Inc. and Plaintiffs had met-and-conferred regarding search terms and after nearly two months of search-term negotiations—that Plaintiffs raised for the first time any issue with the Responses and Objections that Aetna Inc. had served months earlier. Those objections are not timely, and regardless, Plaintiffs have not moved to compel any documents from Aetna Inc. (Aetna Inc. would oppose any such motion).² Unless and until they successfully do so, any search terms must be targeted to the documents that Aetna Inc. has agreed to produce. Requiring Aetna Inc. to apply search terms that are so far beyond the scope of what it would be deeming responsive would just result in wasted time and resources.

Even if the Court were inclined to require Aetna Inc. to apply search terms beyond the scope of what it agreed to produce, Plaintiffs’ latest search-term proposal to Aetna Inc. remained breathtakingly overbroad and burdensome. For instance, the terms include wildcards on already-broad root words, which has the practical effect of running tens of thousands of individual search terms for many search strings. As just one example, Plaintiffs proposed a term that would hit on,

² Indeed, courts can—and do—deny motions to compel when they find a “Plaintiff [has] unduly delayed in bringing [their] motion to compel,” such as when there is a “canyon between the service of the discovery responses ... in dispute and any suggestion they were deficient” or when the delay would “disrupt the Court’s schedule.” *See Herndon v. City of Henderson*, 507 F. Supp. 3d 1243, 1250, 1253-54 (D. Nev. 2020). As noted, while Plaintiffs have not filed a motion to compel on this issue, Aetna Inc. would oppose any such motion on this and other grounds.

among other things, “pa*,” or “data*,” or “info*,” with no subject-matter limitation, *see* Ex. B. Plaintiff Term No. P48—which would capture any document containing the word “page,” “paper,” “party,” “past,” and countless other terms that are unrelated to the claims in this litigation.³

As courts have recognized, “poorly crafted terms” of this sort “increase, rather than minimize, the burden of locating relevant and responsive ESI.” *Lam v. State St. Corp.*, 2025 WL 834885, at *3 (S.D.N.Y. Mar. 17, 2025) (cleaned up). And here, the burden of these terms would be quite substantial. Aetna Inc.’s e-discovery vendor had to remove multiple wildcards from Plaintiffs’ terms to even get them to run. But the terms that they were able to run captured more than 580,000 documents—*i.e.*, more than 95% of the total documents that Aetna Inc. has collected.⁴ Forcing Aetna Inc. to review 95% of its collection for the narrow set of documents that it has agreed to produce would be extraordinarily burdensome and seriously jeopardize Aetna Inc.’s ability to meet the Court’s December 11 deadline for substantial completion of document productions.

For these reasons, Aetna Inc. respectfully requests that the Court permit it to proceed with document review using the terms in Exhibit A.

³ While other Defendants reached agreement with Plaintiffs as to search terms, they were substantially narrower than the terms Plaintiffs have proposed to Aetna Inc. Should the Court require Aetna Inc. to apply search terms beyond the scope of Aetna Inc.’s responses and objections, Aetna Inc. respectfully requests that the parties be directed to meet and confer regarding more appropriate terms that are consistent with other parties’ search terms.

⁴ More than a month ago, Aetna Inc. disclosed to Plaintiffs that its two custodial sets were stored in separate workspaces and thus had not been de-duplicated against each other. Yesterday afternoon, Plaintiffs for the first time suggested that they needed a same-day hit report that “deduplicat[ed] the custodial sets against each other” in order to “evaluate Aetna’s overbreadth objection.” Aetna Inc.’s e-discovery vendor confirmed that it was not possible to generate such a report on the timeline that Plaintiffs requested, but conducted an overlap analysis of the two document sets, which confirmed that such deduplication would not have any material impact on the total hits or hit rate because there are less than 200 documents hitting on Plaintiffs’ search terms that overlap with documents in the other workspace.

Dated: September 25, 2026

Respectfully submitted,

/s/ Katherine Trefz

George A. Borden (#552302)

Jonathan B. Pitt (*pro hac vice*)

Katherine Trefz (*pro hac vice*)

Suzanne Salgado (*pro hac vice*)

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CERTIFICATE OF SERVICE

I hereby certify that, on this 25th day of September, 2026, the foregoing was filed with the Court's electronic filing system, which will send electronic notice of this filing to all counsel of record.

/s/ Katherine Trefz

Exhibit A

Term No.	Term
1	(reprice* OR reimburse* OR suppress* OR discount* OR depress*) AND (zelis OR Zellis OR Zelious OR Zellious OR ZeliuS OR Zellius OR Zealous OR zelis.com OR "zelis.com" OR @zelis OR "@zelis" OR @zelis.com)
2	("end-to-end cost containment" OR "out of network" OR OON OR nonpar* OR out-of-network solution*) AND (zelis OR Zellis OR Zelious OR Zellious OR ZeliuS OR Zellius OR Zealous OR zelis.com OR "zelis.com" OR @zelis OR "@zelis" OR @zelis.com)
3	(repricer* OR availability OR re-pricer* OR "third party" OR "third party pricer*" OR third-party OR "3rd party" OR "3rd party pricer*" OR "pricing agent") AND (zelis OR Zellis OR Zelious OR Zellious OR ZeliuS OR Zellius OR Zealous OR zelis.com OR "zelis.com" OR @zelis OR "@zelis" OR @zelis.com)
4	(contract* OR agree* OR claim* OR price* OR payment* OR rate* OR data* OR transact*) AND (zelis OR Zellis OR Zelious OR Zellious OR ZeliuS OR Zellius OR Zealous OR zelis.com OR "zelis.com" OR @zelis OR "@zelis" OR @zelis.com)
5	(agree* OR coordinate*) AND (zelis OR Zellis OR Zelious OR Zellious OR ZeliuS OR Zellius OR Zealous OR zelis.com OR "zelis.com" OR @zelis OR "@zelis" OR @zelis.com)
6	(percent* OR ceiling* OR floor* OR threshold* OR "no more than") AND (zelis OR Zellis OR Zelious OR Zellious OR ZeliuS OR Zellius OR Zealous OR zelis.com OR "zelis.com" OR @zelis OR "@zelis" OR @zelis.com)
7	(zelis OR Zellis OR Zelious OR Zellious OR ZeliuS OR Zellius OR Zealous OR zelis.com OR zelis.com OR zelis OR zelis OR zelis.com) AND (e-r-s OR estimate* reimburse* schedule* OR fee schedule* OR estimate* reimburse* service* OR estimate* reimburse* solution* OR Reference* Based Pricing OR reference-based price* OR reference based price* OR referenced based price* OR r.b.p. OR r.b.p. OR r-b-p OR r-b-p); (zelis OR Zellis OR Zelious OR Zellious OR ZeliuS OR Zellius OR Zealous OR zelis.com OR zelis.com OR zelis OR zelis OR zelis.com) AND (established reimbursement OR reference-based price* OR tool* OR method* OR database* OR fee schedule* OR ERS OR RBP OR Referenced Based Pricing OR Open Access Pricing OR OAP OR established reimbursement schedule OR established reimbursement solution OR reference based price* OR e.r.s. OR e-r-s)
8	(calculate* OR determine* OR analyze* OR assess*) AND (zelis OR Zellis OR Zelious OR Zellious OR ZeliuS OR Zellius OR Zealous OR zelis.com OR "zelis.com" OR @zelis OR "@zelis" OR @zelis.com)

9	(claim* OR contract* OR invoice* OR bill* OR pric* OR payment* OR reimburs* OR data*) AND (zelis OR Zellis OR Zelious OR Zellious OR Zeliu OR Zellius OR Zealous OR zelis.com OR "zelis.com" OR @zelis OR "@zelis" OR @zelis.com)
10	(tech* OR method* OR enabl* OR facilitat*) AND (zelis OR Zellis OR Zelious OR Zellious OR Zeliu OR Zellius OR Zealous OR zelis.com OR "zelis.com" OR @zelis OR "@zelis" OR @zelis.com)
11	(pric* OR cost* OR reprice* OR payment*) AND (zelis OR Zellis OR Zelious OR Zellious OR Zeliu OR Zellius OR Zealous OR zelis.com OR "zelis.com" OR @zelis OR "@zelis" OR @zelis.com)
12	(zelis OR zelis OR Zellis OR Zelious OR Zellious OR Zeliu OR Zellius OR Zealous OR zelis.com OR zelis.com OR zelis OR zelis OR zelis.com) AND (algorithm* OR methodolog* OR artificial intelligence OR ai-power* OR tool* OR method* OR tech* OR databas* OR data-bas* OR data-bas* OR data bas* OR dbas* OR d-bas* OR d-bas* OR schedul* OR survey data OR raw data OR underlying data OR source data OR est* reimburs* schedul* OR ers); (zelis OR zelis OR Zellis OR Zelious OR Zellious OR Zeliu OR Zellius OR Zealous OR zelis.com OR zelis.com OR zelis OR zelis OR zelis.com) AND (artificial* intelligen* OR gen* ai OR gen-a.i. OR machin* learn*); (zelis OR zelis OR Zellis OR Zelious OR Zellious OR Zeliu OR Zellius OR Zealous OR zelis.com OR zelis.com OR zelis OR zelis OR zelis.com) AND (fee schedul* OR est* reimburs* service* OR est* reimburs* sol* OR e.r.s. OR e-r-s OR e-r-s OR reference-bas* pric* OR reference bas* pric* OR referenced-bas* pric* OR referenced bas* pric* OR rbp OR r.b.p. OR r.b.p. OR r-b-p OR r-b-p OR auto* rout* OR a.i. OR ai OR gen* a.i. OR gen-ai)
13	(stratose* OR stratose* OR phx OR p.h.x. OR pay-plus solutions OR payplussolutions OR "payplus solutions" OR "pay plus solutions" OR p.p.s. OR truven OR trueven OR ethicare OR ethi-care OR "ethi care" OR strenuus OR strennus OR strennuus OR strenuous) AND (Zelis OR Zellis OR Zelious OR Zellious OR Zeliu OR Zellius OR Zealous OR zelis.com OR "zelis.com" OR @zelis OR "@zelis" OR @zelis.com)

14	(maverest OR netminder OR net-minder OR "net minder" OR redcard OR red-card OR "red card" OR "sapphire digital" OR sapphire-digital OR sapphiredigital OR medxoom OR medzoom OR med-xoom OR med-zoom OR "med xoom" OR "med zoom" OR payspan OR "pay-span" OR "pay span" OR "allied benefit*" OR "strategic partner") AND (Zelis OR Zellis OR Zelious OR Zellious OR Zelius OR Zellius OR Zealous OR zelis.com OR "zelis.com" OR @zelis OR "@zelis" OR @zelis.com)
15	(contract* OR agree* OR exchang* OR transfer* OR ftp* OR portal*) AND (zelis OR Zellis OR Zelious OR Zellious OR Zelius OR Zellius OR Zealous OR zelis.com OR "zelis.com" OR @zelis OR "@zelis" OR @zelis.com)
16	(compet* OR own* OR operat* OR manag* OR control*) AND ("preferred provider organization" OR "preferred provider organizations" OR PPO OR PPOs) AND (zelis OR Zellis OR Zelious OR Zellious OR Zelius OR Zellius OR Zealous OR zelis.com OR "zelis.com" OR @zelis OR "@zelis" OR @zelis.com)
17	(Zelis OR Zellis OR Zelious OR Zellious OR Zelius OR Zellius OR Zealous OR zelis.com OR zelis.com OR zelis OR zelis OR zelis.com) AND (network 360 OR network-360 OR network-360 OR zelis pric* map* OR open access pric* OR intel* pric* platom* OR zipp OR z.i.p.p. OR z.i.p.p. OR oon sol* OR out of network sol* OR out-of-network sol* OR o.o.n. sol* OR o-o-n sol* OR onet sol* OR o-net sol* OR o net sol*); (Zelis OR Zellis OR Zelious OR Zellious OR Zelius OR Zellius OR Zealous OR zelis.com OR zelis.com OR zelis OR zelis OR zelis.com) AND (payment harmonization index OR quickreprice OR network360 OR network 360 OR zelis price map OR ZIPP OR PHI OR open access pric OR out-of-network solution* OR payment* harmon* ind* OR phi OR p.h.i. OR p.h.i. OR quickrepic* OR quick reprice* OR quick-reprice* OR quick-reprice* OR network360)
18	("hyatt regency lost pines" OR "lost pines resort") AND (zelis OR "zelis forum" OR Zelis OR Zellis OR Zelious OR Zellious OR Zelius OR Zellius OR Zealous OR zelis.com) (zelis OR "zelis forum" OR Zelis OR Zellis OR Zelious OR Zellious OR Zelius OR Zellius OR Zealous OR zelis.com) AND ("hyatt regency lost pines" OR forum OR retreat* OR conference* OR "boca raton" OR fora* OR "lost pines resort" OR hyatt OR regency OR "annual confer*" OR "client* confer*" OR "customer* confer*" OR payer* confer*) (zelis OR "zelis forum" OR Zelis OR Zellis OR Zelious OR Zellious OR Zelius OR Zealous OR zelis.com) AND ("payor* confer*" OR "corporate event*" OR "indus* event*" OR "payer* event*" OR "payor* event*" OR "executiv* event*")

19	“pacific inpatient medical group”
20	((Frank W/2 Scaccia) OR scaccia)
21	ethan ciment OR ciment OR "chelsea foot and ankle p.c."
22	(Bachoua W/2 (Dan*)) OR ((dbc OR d.b.c. AND chiro*) OR bachoua OR dbc OR d.b.c.)
23	“missing peace” OR rhodes-levin OR chris laurence

Exhibit B

Plaintiff Term No.	Plaintiffs' 9.22.26 Proposed String
P1	(reptic* OR reimbur* OR suppress* OR discount* OR depress*) AND (zelis OR Zellis OR Zelious OR Zellious OR Zelius OR Zellius OR Zealous OR zelis.com OR "zelis.com" OR @zelis OR "@zelis" OR @zelis.com)
P2	("end-to-end cost containment" OR "out of network" OR OON OR nonpar* OR out-of-network solution*) AND (zelis OR Zellis OR Zelious OR Zellious OR Zelius OR Zellius OR Zealous OR zelis.com OR "zelis.com" OR @zelis OR "@zelis" OR @zelis.com)
P3	(repricer* OR availity OR re-pricer* OR "third party" OR "third party pricer*" OR third-party OR "3rd party" OR "3rd party pricer*" OR "pricing agen*") AND (zelis OR Zellis OR Zelious OR Zellious OR Zelius OR Zellius OR Zealous OR zelis.com OR "zelis.com" OR @zelis OR "@zelis" OR @zelis.com)
P4	(contract* OR agree* OR claim* OR pric* OR payment* OR rate* OR data* OR transact*) AND (zelis OR Zellis OR Zelious OR Zellious OR Zelius OR Zellius OR Zealous OR zelis.com OR "zelis.com" OR @zelis OR "@zelis" OR @zelis.com)
P5	(agree* OR coordinat*) AND (zelis OR Zellis OR Zelious OR Zellious OR Zelius OR Zellius OR Zealous OR zelis.com OR "zelis.com" OR @zelis OR "@zelis" OR @zelis.com)
P6	(percent* OR ceiling* OR floor* OR threshold* OR "no more than") AND (zelis OR Zellis OR Zelious OR Zellious OR Zelius OR Zellius OR Zealous OR zelis.com OR "zelis.com" OR @zelis OR "@zelis" OR @zelis.com)
P7	(zelis OR Zellis OR Zelious OR Zellious OR Zelius OR Zellius OR Zealous OR zelis.com OR zelis.com OR zelis OR zelis OR zelis.com) AND (e-r-s OR est* reimburs* schedul* OR fee schedul* OR est* reimburs* service* OR est* reimburs* sol* OR Reference* Based Pricing OR reference-bas* pric* OR reference bas* pric* OR referenced bas* pric* OR r.b.p. OR r.b.p. OR r-b-p OR r-b-p); (zelis OR Zellis OR Zelious OR Zellious OR Zelius OR Zellius OR Zealous OR zelis.com OR zelis.com OR zelis OR zelis OR zelis.com) AND (established reimbursement OR reference-based pric* OR tool* OR method* OR databas* OR fee schedule* OR ERS OR RBP OR Referenced Based Pricing OR Open Access Pricing OR OAP OR established reimbursement schedule OR established reimbursement solution OR reference based pric* OR e.r.s. OR e-r-s)
P8	(calculat* OR determin* OR analy* OR assess*) AND (zelis OR Zellis OR Zelious OR Zellious OR Zelius OR Zellius OR Zealous OR zelis.com OR "zelis.com" OR @zelis OR "@zelis" OR @zelis.com)

P9	(claim* OR contract* OR invoic* OR bill* OR pric* OR payment* OR reimburs* OR data*) AND (zelis OR Zellis OR Zelious OR Zellious OR Zeliu* OR Zellius OR Zealous OR zelis.com OR "zelis.com" OR @zelis OR "@zelis" OR @zelis.com)
P10	(tech* OR method* OR enabl* OR facilitat*) AND (zelis OR Zellis OR Zelious OR Zellious OR Zeliu* OR Zellius OR Zealous OR zelis.com OR "zelis.com" OR @zelis OR "@zelis" OR @zelis.com)
P11	(pric* OR cost* OR reprec* OR payment*) AND (zelis OR Zellis OR Zelious OR Zellious OR Zeliu* OR Zellius OR Zealous OR zelis.com OR "zelis.com" OR @zelis OR "@zelis" OR @zelis.com)
P12	(zelis OR zelis OR Zellis OR Zelious OR Zellious OR Zeliu* OR Zellius OR Zealous OR zelis.com OR zelis.com OR zelis OR zelis OR zelis.com) AND (algorithm* OR methodolog* OR artificial intelligence OR ai-power* OR tool* OR method* OR tech* OR databas* OR data-bas* OR data-bas* OR data bas* OR dbas* OR d-bas* OR d-bas* OR schedul* OR survey data OR raw data OR underlying data OR source data OR est* reimburs* schedul* OR ers); (zelis OR zelis OR Zellis OR Zelious OR Zellious OR Zeliu* OR Zellius OR Zealous OR zelis.com OR zelis.com OR zelis OR zelis OR zelis.com) AND (artificial* intelligen* OR gen* ai OR gen-a.i. OR machin* learn*); (zelis OR zelis OR Zellis OR Zelious OR Zellious OR Zeliu* OR Zellius OR Zealous OR zelis.com OR zelis.com OR zelis OR zelis OR zelis.com) AND (fee schedul* OR est* reimburs* service* OR est* reimburs* sol* OR e.r.s. OR e-r-s OR e-r-s OR reference-bas* pric* OR reference bas* pric* OR referenced-bas* pric* OR referenced bas* pric* OR rbp OR r.b.p. OR r.b.p. OR r-b-p OR r-b-p OR auto* rout* OR a.i. OR ai OR gen* a.i. OR gen-ai)
P13	(stratose* OR stratose* OR phx OR p.h.x. OR pay-plus solutions OR payplussolutions OR "payplus solutions" OR "pay plus solutions" OR p.p.s. OR truven OR trueven OR ethicare OR ethi-care OR "ethi care" OR strenuus OR strennus OR strennuus OR strenuous) AND (Zelis OR Zellis OR Zelious OR Zellious OR Zeliu* OR Zellius OR Zealous OR zelis.com OR "zelis.com" OR @zelis OR "@zelis" OR @zelis.com)

P13 (ctnd.)	(maverest OR netminder OR net-minder OR "net minder" OR redcard OR red-card OR "red card" OR "sapphire digital" OR sapphire-digital OR sapphiredigital OR medxoom OR medzoom OR med-xoom OR med-zoom OR "med xoom" OR "med zoom" OR payspan OR "pay-span" OR "pay span" OR "allied benefit*" OR "strategic partner") AND (Zelis OR Zellis OR Zelious OR Zellious OR Zeliu OR Zellius OR Zealous OR zelis.com OR "zelis.com" OR @zelis OR "@zelis" OR @zelis.com)
P14	(contract* OR agree* OR exchang* OR transfer* OR ftp* OR portal*) AND (zelis OR Zellis OR Zelious OR Zellious OR Zeliu OR Zellius OR Zealous OR zelis.com OR "zelis.com" OR @zelis OR "@zelis" OR @zelis.com)
P15	(compet* OR own* OR operat* OR manag* OR control*) AND ("preferred provider organization" OR "preferred provider organizations" OR PPO OR PPOs) AND (zelis OR Zellis OR Zelious OR Zellious OR Zeliu OR Zellius OR Zealous OR zelis.com OR "zelis.com" OR @zelis OR "@zelis" OR @zelis.com)
P16	(Zelis OR Zellis OR Zelious OR Zellious OR Zeliu OR Zellius OR Zealous OR zelis.com OR zelis.com OR zelis OR zelis OR zelis.com) AND (network 360 OR network-360 OR network-360 OR zelis pric* map* OR open access pric* OR intel* pric* platorm* OR zipp OR z.i.p.p. OR z.i.p.p. OR oon sol* OR out of network sol* OR out-of-network sol* OR o.o.n. sol* OR o-o-n sol* OR onet sol* OR o-net sol* OR o net sol*); (Zelis OR Zellis OR Zelious OR Zellious OR Zeliu OR Zellius OR Zealous OR zelis.com OR zelis.com OR zelis OR zelis OR zelis.com) AND (payment harmonization index OR quickreprice OR network360 OR network 360 OR zelis price map OR ZIPP OR PHI OR open access pric OR out-of-network solution* OR payment* harmon* ind* OR phi OR p.h.i. OR p.h.i. OR quickreprice* OR quick reprice* OR quick-reprice* OR quick-reprice* OR network360)
P17	("hyatt regency lost pines" OR "lost pines resort") AND (zelis OR "zelis forum" OR Zelis OR Zellis OR Zelious OR Zellious OR Zeliu OR Zellius OR Zealous OR zelis.com) (zelis OR "zelis forum" OR Zelis OR Zellis OR Zelious OR Zellious OR Zeliu OR Zellius OR Zealous OR zelis.com) AND ("hyatt regency lost pines" OR forum OR retreat* OR conference* OR "boca raton" OR fora* OR "lost pines resort" OR hyatt OR regency OR "annual confer*" OR "client* confer*" OR "customer* confer*" OR payer* confer*) (zelis OR "zelis forum" OR Zelis OR Zellis OR Zelious OR Zellious OR Zeliu OR Zellius OR Zealous OR zelis.com) AND ("payor* confer*" OR "corporate event*" OR "indus* event*" OR "payer* event*" OR "payor* event*" OR "executiv* event*")

P18	(Zelis OR zelis.com OR Zellis OR Zelious OR Zellious OR ZeliuS OR Zellius OR Zealous OR @zelis OR "@zelis" OR @zelis.com OR "@zelis.com") AND ("client conference*" OR "attend* list*" OR "invit* list*" OR committee* OR "hotel receipt*" OR "restaurant receipt*" OR "bar receipt*" OR "photo*" OR "picture*" OR "hotel*" OR "restaurant*" OR "happy hour*" OR "cocktai*" OR excursion* OR music* OR (magic W/10 johnson) OR comed* OR (Jason W/10 sudeikis) OR conference* OR transcri* OR "audio record*" OR "video record*" OR "visual record*" OR resort*)
P19	((pacific W/2 inpatient) OR "pacific inpatient medical group" OR pimg OR p.i.m.g. OR pacific)
P20	((Frank W/2 Scaccia) OR scaccia)
P21	((Dennis W/2 Ayer) OR "Ayer DDS" OR ayer)
P22	("ethan ciment" OR "ciment" OR "chelsea foot and ankle p.c." OR chelsea OR "chelsea foot")
P23	(Bachoua W/2 (Dan*)) OR ((dbc OR d.b.c. AND chiro*) OR bachoua OR dbc OR d.b.c.)
P24	("4 missing peace" OR "4 missing peace corps, Inc." OR "the missing peace center" OR "missing peace" OR "rhodes-levin" OR "chris laurence" OR Laurence)
P25	("transparency in coverage" OR "TIC Rule" OR "T.I.C. Rule*" OR tic OR t.i.c. OR "t.i.c." OR t-i-c OR "t-i-c" OR "transparency in coverage rule*" OR "tic rule*" OR "t-i-c rule*" OR "machine-readable file*" OR mrf OR m.r.f. OR "m.r.f." OR m-r-f OR "m-r-f" OR compl* OR "tic mrf files" OR "t.i.c. m.r.f." OR "mrf creat*" OR "m.r.f. creat*") AND ("OON" OR "out-of-network" OR "out of network" OR repric* OR "outside the network" OR "outside of the network" OR "beyond the network" OR OOA OR "out of area" OR nonpar* OR "non-par*" OR noncontract* OR "non-contract*" OR uncontract* OR "un-contract*" OR reimbur*)
P26	(conspir* OR co-conspir* OR cartel* OR collu* OR coordinat* OR agree* OR align* OR antitrust* OR "anti-trust*" OR anticompet* OR "anti-compet*" OR "information shar*" OR "data shar*") AND (payer* OR payor* OR Aetna OR Cigna OR Elevance OR UnitedHealthcare OR UHG OR UHC OR UMR OR HealthScope OR Anthem OR Zelis OR repricer* OR client* OR customer* OR Humana OR UnitedHealth OR united healthcare OR u.h.g. OR u.h.c. OR uhcg OR u.h.c.g. OR "dental payer*" OR "dental payor*" OR insur* OR insurer* OR "insurance co*" OR TPA OR "t.p.a." OR "third-party administrat*" OR "third party administrat*" OR "self fund*" OR self-fund* OR meritain OR "meritain health, inc." OR "meritain health" OR "meritain health dispute resol*" OR cigna OR "the cigna group" OR "cigna group" OR "anthem blue cross of california" OR "blue cross of california" OR "blue cross" OR BCCA OR "cigna health and life ins*" OR "healthscope benefits" OR healthscope OR "health scope" OR "healthscope benefits, inc." OR "UMR, inc." OR "UMR inc")

P27	(role* OR responsib* OR assign* OR delegat* OR supplant* OR authori* OR capacit* OR own* OR operat* OR manag* OR supervis* OR control* OR relinquish* OR entrust* OR ced* OR agent*) AND (OON OR "out-of-network" OR "out of network" OR reprec* OR "outside the network" OR "outside of the network" OR "beyond the network" OR OOA OR "out of area" OR nonpar* OR "non-par*" OR noncontract* OR "non-contract*" OR uncontract* OR "un-contract*" OR reimburs* OR "claims pricing" OR payer* OR payor* OR insurer* OR Zelis)
P28	[withdrawn]
P29	[withdrawn]
P30	[withdrawn]
P31	(violat* OR antitrust* OR anti-trust OR conspir* OR coconspir* OR co-conspir* OR co conspir* OR collud* OR cartel* OR fix* OR coordinat* OR anti-compet* OR anticompet* OR compet* OR "trade regulation*" OR regulat* OR handbook* OR hand-book* OR "hand book*" OR manual* OR "antitrust train*" OR "anti-trust train*" OR "antitrust guid*" OR "anti-trust guid*" OR "sherman act" OR "section 1" OR "sec. 1" OR "15 u.s.c. § 1" OR "clayton act" OR "section 16" OR "sec. 16" OR "15 u.s.c. § 26") AND (Zelis* OR zelis.com OR ERS OR "established reimbursement schedule" OR "established reimbursement solution" OR "reference based pric*" OR "e.r.s." OR e-r-s OR "e-r-s" OR "est* reimburs* schedul*" OR "fee schedul*" OR "est* reimburs* service*" OR "est* reimburs* sol*" OR Reference* Based Pricing OR RBP OR "reference-bas* pric*" OR reference bas* pric* OR referenced bas* pric* OR r.b.p. OR "r.b.p." OR r-b-p OR "r-b-p")
P32	("national advantage program*" OR "nat'l advantage program*" OR "natl* advantage program*" OR nap OR n.a.p. OR "n.a.p." OR "national advantage" OR "nat'l advantage" OR "natl* advantage*" OR "nationwide advantage*" OR "administrative service agree*" OR asas OR a.s.a.s. OR "a.s.a.s." OR asa OR a.s.a. OR "a.s.a." OR "claim* pass*" OR claimpass OR claim-pass* OR "claim-pass*" OR cps OR c.p.s. OR "c.p.s." OR csps OR c.s.p.s. OR "c.s.p.s." OR "supp* network* serv*" OR "accelerat* pa*" OR "ap program*" OR "a.p. program*" OR "ap network*" OR "a.p. network*" OR "medical reimbursement analysis service*" OR "professional negotiat* serv*" OR "prof'l negotiat* serv*" OR pns OR p.n.s. OR "p.n.s." OR ppns OR p.p.n.s. OR "p.p.n.s." OR "continuous discount* agreement*" OR cda OR c.d.a. OR "c.d.a.")

P33	(profit* OR earning* OR "net earning*" OR incom* OR "net incom*" OR revenu* OR net revenu* OR money* OR monet* OR currenc* OR dollar* OR usd OR u.s.d. OR "u.s.d." OR "financial health*" OR "in the red" OR "in the black" OR "in the money" OR cash* OR "cash equivalent*" OR holding* OR invest* OR "short term" OR short-term OR "long term" OR long-term OR saving* OR sav* OR "earnings before income tax, depreciation*" OR ebitda OR e.b.i.t.d.a. OR "e.b.i.t.d.a." OR gaap OR g.a.a.p. OR "g.a.a.p." OR amoun* OR amt OR debt* OR credit* OR oblig* OR loan* OR facilit* OR ow* OR mortgag*) AND ("out of area" OR OOA OR NonPar* OR Non-Par* OR "outside the network" OR "outside of the network" OR "beyond the network" OR "out of network" OR "out-of-network" OR OON OR o-o-n OR "o.o.n." OR onet OR "o-net*" OR "o net*" OR "non-par*" OR non-contract* OR noncontract* OR "non contract*" OR "out-of-network sol*" OR "out of network sol*" OR "end-to-end cost contain*" OR "un contract*" OR uncontract* OR "un-contract*" OR "zelis contract*")
P34	(pric* OR cost* OR expen* OR amount* OR level* OR reprec* OR re-pric* OR "re pric*" OR paid* OR pay* OR payment* OR satisf* OR sezl* OR assur* OR discontinu* OR "executive law*" OR ceas* OR desist* OR "exclusiv* us*" OR exclusive-us* OR exclusiv* OR "five year*" OR five-year* OR "five-year*" OR "five yr*" OR five-yr* OR "five-yr*" OR "5 year*" OR 5-year* OR "5-year*" OR "5 yr*" OR 5-yr* OR "5-yr*" OR increas* OR revers* OR climb* OR "26%" OR "13%")
P35	[withdrawn]
P36	("independent database*" OR "not-for-profit compan*" OR "not for profit compan*" OR "non-profit compan*" OR "non profit compan*" OR "fair health" OR "five year*" OR five-year* OR "five yr*" OR five-yr* OR "5 year*" OR 5-year* OR "5 yr*" OR 5-yr* OR "exclus* period*" OR "exclus* term*" OR "exclus* us*" OR "fair market*" OR "reasonable and customary" OR "r and c" OR "r & c" OR "usual, customary and reasonable" OR "usual, customary, and reasonable" OR ucr OR u.c.r. OR "usual, customary & reasonable" OR "customary & reasonable" OR "customary and reasonable" OR "usual and customary" OR "usual & reasonable" OR "usual & customary" OR "market rat*")
P37	[withdrawn]

P38	(Bain OR "Bain Capital" OR Parthenon OR "Parthenon Capital" OR Mubadala OR "Mubadala Investment Company" OR HarbourVest OR HarborVest OR Guidehouse OR "Office Ally" OR "private equity" OR invest* OR loan* OR credit*) AND (Zelis OR Zellis OR Zelious OR Zellious OR Zeliu* OR Zellius OR Zealous OR zelis.com OR "zelis.com" OR control* OR leverag* OR steer* OR oblig* OR dictat* OR restrict*) AND ("out of area" OR OOA OR NonPar* OR Non-Par* OR "out of network" OR "outside the network" OR "outside of the network" OR "beyond the network" OR "out of network" OR "out-of-network" OR OON OR o-o-n OR "o.o.n." OR onet OR "o-net*" OR "o net*" OR "non-par*" OR non-contract* OR noncontract* OR "non contract*" OR "out-of-network sol*" OR "out of network sol*" OR "end-to-end cost contain*" OR "un contract*" OR uncontract* OR "un-contract*" OR "zelis contract*")
P39	(director* OR consult* OR advisor* OR adviser* OR "board member*" OR member* OR board* OR "board meet*" OR "advisor* board" OR "adviser* board" OR itenerar* OR "advisor* commiZee*" OR "adviser* commiZee*" OR "commiZee advis*" OR "board advisor*" OR "director* advisor*" OR "director* adviser*" OR "meet* notes" OR minute* OR veto* OR vote* OR "board consult*" OR "consult* to the board*" OR "strategic advi*") AND (Zelis OR Zellis OR Zelious OR Zellious OR Zeliu* OR Zellius OR Zealous OR zelis.com OR "zelis.com")
P40	((Ingenix OR "Fair Health" OR fairhealth OR UCR OR "usual and customary" OR "usual, customary and reasonable" OR "reasonable and customary" OR "market rat*") AND (OON OR "out-of-network" OR reproc* OR reimburs* OR pric* OR rate* OR benchmark* OR databas*))
P41	(hate* OR dislik* OR frown* OR discourag* OR "do not like" OR don't like OR "do not want*" OR don't want* OR fair OR "not fair" OR unfair OR cancel* OR switch* OR "switch off" OR "switch away" OR "switch from" OR "transition away" OR "transition from" OR "end* use" OR "end* our use" OR "mov* away" OR nonrenew* OR non-renew* OR "not renew*" OR "provider react*" OR unsubscri* OR "un subscri*" OR "stop* subscri*") AND (Zelis* OR zelis.com OR Zellis OR Zelious OR Zellious OR Zeliu* OR Zellius OR Zealous OR zelis.com OR @zelis OR "@zelis" OR @zelis.com OR "@zelis.com" OR ERS OR "established reimbursement schedule" OR "established reimbursement solution" OR reference bas* pric* OR "e.r.s." OR e-r-s OR "e-r-s" OR "est* reimburs* schedul*" OR reproc* OR "fee schedul*" OR "est* reimburs* service*" OR "est* reimburs* sol*" OR Reference* Based Pricing OR RBP OR "reference-bas* pric*" OR "referenced-bas* pric*" OR referenced bas* pric* OR r.b.p. OR "r.b.p." OR r-b-p OR "r-b-p")

P42	(exclu* OR "not accept" OR unaccept* OR "un-accept*" OR "not see" OR "not treat" OR refus* OR declin* OR cancel* OR "turn* away") AND ("out of network" OR OON OR "out of area" OR OOA OR NonPar* OR Non-Par* OR "outside the network" OR "outside of the network" OR "beyond the network" OR "out of network" OR "out-of-network" OR o-o-n OR "o.o.n." OR onet OR "o-net*" OR "o net*" OR "non-par*" OR non-contract* OR noncontract* OR "non contract*" OR "out-of-network sol*" OR "out of network sol*" OR "end-to-end cost contain*" OR "un contract*" OR uncontract* OR "un-contract*" OR "zelis contract*")
P43	[withdrawn]
P44	(compet* OR Aetna OR Cigna OR Elevance OR UnitedHealth OR United Health OR UHG OR payer* OR payor* OR "dental payer*" OR "dental payor*" OR insur* OR "insurance co*" OR TPA OR "t.p.a." OR "third-party administrat*" OR "third party administrat*" OR "self fund*" OR self-fund* OR zelis OR zelis.com OR meritain OR "meritain health, inc." OR "meritain health" OR "meritain health dispute resol*" OR "the cigna group" OR "cigna group" OR humana OR united* OR "united health" OR unitedhealthgroup OR "unitedhealth group" OR "united healthgroup" OR "united healthcare" OR unitedhealthcare OR "u.h.g." OR UHC OR "u.h.c." OR UHCG OR "u.h.c.g." OR "anthem blue cross of california" OR anthem OR "blue cross of california" OR "blue cross" OR BCCA OR "cigna health and life ins*" OR "healthscope benefits" OR healthscope OR "health scope" OR "healthscope benefits, inc." OR "UMR, inc." OR "UMR inc" OR UMR) AND (Zelis OR Zellis OR Zelious OR Zellious OR Zeliu* OR Zellius OR Zealous OR zelis.com OR "zelis.com" OR @zelis OR "@zelis" OR @zelis.com OR "@zelis.com") AND (terminat* OR fire OR fired OR firing OR disciplin* OR suspen* OR reprimand* OR violat* OR review* OR eval* OR assess* OR hir* OR promot* OR demot* OR resign* OR incentiv* OR rais*)

P45	(compet* OR Aetna OR Cigna OR Elevance OR UnitedHealth OR United Health OR payer* OR payor* OR "dental payer*" OR "dental payor*" OR insur* OR "insurance co*" OR TPA OR "t.p.a." OR "third-party administrat*" OR "third party administrat*" OR "self fund*" OR self-fund* OR zelis OR zelis.com OR meritain OR "meritain health, inc." OR "meritain health" OR "meritain health dispute resol*" OR "the cigna group" OR "cigna group" OR humana OR united* OR "united health" OR unitedhealthgroup OR "unitedhealth group" OR "united healthgroup" OR "united healthcare" OR unitedhealthcare OR UHG OR "u.h.g." OR UHC OR "u.h.c." OR UHCG OR "u.h.c.g." OR "anthem blue cross of california" OR anthem OR "blue cross of california" OR "blue cross" OR BCCA OR "cigna health and life ins*" OR "healthscope benefits" OR healthscope OR "health scope" OR "healthscope benefits, inc." OR "UMR, inc." OR "UMR inc" OR UMR) AND ("out of network" OR OON OR "out of area" OR OOA OR NonPar* OR Non-Par* OR "outside the network" OR "outside of the network" OR "beyond the network" OR "out of network" OR "out-of-network" OR o-o-n OR "o.o.n." OR onet OR "o-net*" OR "o net*" OR "non-par*" OR non-contract* OR noncontract* OR "non contract*" OR "out-of-network sol*" OR "out of network sol*" OR "end-to-end cost contain*" OR "un contract*" OR uncontract* OR "un-contract*" OR "zelis contract*") AND (terminat* OR fire OR fired OR firing OR disciplin* OR suspen* OR reprimand* OR violat* OR review* OR eval* OR assess* OR hir* OR promot* OR demot* OR resign* OR incentiv* OR rais*)
P46	(DeSantis Breindel OR desantisbreindel OR desantisbreindel@ OR "desantisbreindel@" OR desantis OR breindel OR "de santis breindel" OR "de santis" OR Availity OR availity OR avail* OR AHIP OR America* Health Insurance Plan* OR a.h.i.p. OR "a.h.i.p." OR "america's health insurance plan*" OR "american health insurance plan*" OR "america* health ins* plan*") AND (Out of Network* OR OON OR Noncontract* OR Non contract* OR Uncontract* OR Un contract* OR Nonnegotiat* OR Non-negotiat* OR "outside the network" OR "outside of the network" OR "beyond the network" OR "out-of-network" OR o-o-n OR "o.o.n." OR onet OR "o-net*" OR "o net*" OR NonPar* OR "non-par*" OR non-contract* OR "non contract*" OR "out-of-network sol*" OR "out of network sol*" OR "end-to-end cost contain*" OR "un-contract*" OR "zelis contract*")

P47	("user group*" OR "user advisory group*" OR "focus group" OR "test group" OR "test" OR "survey" OR "poll") AND (Zelis OR "Established Reimbursement" OR ERS OR "Referenced Based Pricing" OR RBP OR "Open Access Pricing" OR OAP OR "Price Map" OR "Intelligent Pricing" OR ZIPP OR QuickReprice OR "established reimbursement schedule" OR "established reimbursement solution" OR "reference based pric*" OR "e.r.s." OR e-r-s OR "e-r-s" OR "est* reimburs* schedul*" OR "fee schedul*" OR "est* reimburs* service*" OR "est* reimburs* sol*" OR Reference* Based Pricing OR "reference-bas* pric*" OR reference bas* pric* OR referenced bas* pric* OR r.b.p. OR "r.b.p." OR r-b-p OR "r-b-p")
P48	(pa* OR contract* OR sensitiv* OR "competitively sensitive" OR competitively-sensitive OR "commercially sensitive" OR commercially-sensitive OR csi* OR c.s.i. OR "c.s.i." OR c-s-i* OR "c-s-i" OR priv* OR confid* OR proprietar* OR claim* OR pric* OR sav* OR expen* OR cost* OR information* OR info* OR data* OR datum*)
P49	(shar* OR distribut* OR contract* OR agree* OR exchang* OR upload* OR up-load* OR "up load*" OR download* OR down-load* OR "down load*" OR sen* OR transfer* OR deliver* OR ftp* OR f.t.p. OR protocol* OR portal* OR compat* OR scoop* OR bulk* OR load*) AND (pa* OR contract* OR sensitiv* OR "competitively sensitive" OR competitively-sensitive OR "commercially sensitive" OR commercially-sensitive OR csi* OR c.s.i. OR "c.s.i." OR c-s-i* OR "c-s-i" OR priv* OR confid* OR proprietar* OR claim* OR pric* OR sav* OR expen* OR cost* OR information* OR info* OR data* OR datum*)

P50	(payer* OR payor* OR Aetna OR Cigna OR Elevance OR UnitedHealthcare OR UHG OR UHC OR UMR OR HealthScope OR Anthem OR Zelis OR repricer* OR client* OR customer* OR Humana OR UnitedHealth OR united healthcare OR u.h.g. OR u.h.c. OR uhcg OR u.h.c.g. OR "dental payer*" OR "dental payor*" OR insur* OR insurer* OR "insurance co*" OR TPA OR "t.p.a." OR "third-party administrat*" OR "third party administrat*" OR "self fund*" OR self-fund* OR meritain OR "meritain health, inc." OR "meritain health" OR "meritain health dispute resol*" OR cigna OR "the cigna group" OR "cigna group" OR "anthem blue cross of california" OR "blue cross of california" OR "blue cross" OR BCCA OR "cigna health and life ins*" OR "healthscope benefits" OR healthscope OR "health scope" OR "healthscope benefits, inc." OR "UMR, inc." OR "UMR inc") AND (zelis OR Zellis OR Zelious OR Zellious OR Zelius OR Zellius OR Zealous OR zelis.com OR "zelis.com" OR @zelis OR "@zelis" OR @zelis.com OR "Established Reimbursement" OR ERS OR "Referenced Based Pricing" OR RBP OR "Open Access Pricing" OR OAP OR "established reimbursement schedule" OR "established reimbursement solution" OR "reference based pric*" OR "e.r.s." OR e-r-s OR "e-r-s" OR "est* reimburs* schedul*" OR "fee schedul*" OR "est* reimburs* service*" OR "est* reimburs* sol*" OR Reference* Based Pricing OR "reference-bas* pric*" OR reference bas* pric* OR referenced bas* pric* OR r.b.p. OR "r.b.p." OR r-b-p OR "r-b-p")
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