

**UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS**

|                                                                                                                 |                                                                                                                                                                                     |
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| <p>IN RE: ZELIS REPRICING ANTITRUST LITIGATION</p> <p>This Document Relates To:</p> <p>All Associated Cases</p> | <p>Lead Action Case No.: 1:25-cv-10734-BEM</p> <p><i>Consolidated with Case Nos.:</i><br/> <i>1:25-CV-11092-BEM</i><br/> <i>1:25-CV-11167-BEM</i><br/> <i>1:25-CV-11537-BEM</i></p> |
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**PLAINTIFFS’ PROPOSAL FOR WHOLESALE ADOPTION OF  
PLAINTIFFS’ SET OF SEARCH TERMS FOR AETNA INC. AND ZELIS**

The Court issued an order that parties who could not agree on search terms for Defendants to use in their non-structured discovery submit a “proposal” regarding their preferred search terms. The Court advised it would “wholesale adopt one or the other proposals . . . .” rather than engage in particular search terms or search strings. September 14, 2026 Tr. at 39:7-17. Plaintiffs have met repeatedly with Defendants over the past months and came to agreement on search terms with Defendants Cigna, Elevance, United, and Humana. Plaintiffs remain unable to reach an agreement as to Search Terms with Aetna and Zelis, who continue to wholesale reject Search Terms that are plainly relevant to Plaintiffs’ allegations. Plaintiffs thus request wholesale adoption of their Search Terms, attached hereto at Appendices A (Zelis) and B (Aetna).

**LEGAL STANDARD**

Relevance considerations under Fed. R. Civ. P. 26(b)(1) are “broadly construed,” and assessing proportionality requires acknowledging the “minimal burden in producing [materials] where [the respondent] readily has access to them, and they are small in volume. As such, the burden or

expense of the discovery does not outweigh its likely benefit.” *United States ex rel. Langer v. Zimmer Bionet Holdings, Inc.*, No. 1:21-cv-11293-PBS, 2025 WL 2529765, at \*1 (D. Mass. Aug. 13, 2025) (citing Fed. R. Civ. P. 26(b)(1)). Although the Defendants may claim that the volume of materials is substantial, the Court required Defendants to produce what are likely greater volumes of data in *In re MultiPlan Health Ins. Provider Litigation*, No. 1:24-cv-06795 (N.D. Ill. Apr. 30, 2026), Dkt. No. 701 at 2 (“Search Terms. MultiPlan shall apply the search terms proposed by Plaintiffs . . . for the 20 custodians named in Paragraph 1”).

## **ARGUMENT**

### **I. PLAINTIFFS’ PROPOSED SETS OF SEARCH TERMS ARE REASONABLE AND TARGETED**

#### **A. Zelis’s and Aetna’s Use of TAR Justifies Broader Search Terms**

Zelis has affirmed its use of Technology Assisted Review (“TAR”) regardless of search terms. Defendant Aetna Inc. is the only Defendant that did not comply with the Court’s instruction to confirm its position on TAR by September 18, 2026. (September 14, 2026 Tr. at 39:2-10.) Plaintiffs surmise that Aetna will use TAR with Plaintiffs’ proposed search terms.<sup>1</sup>

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<sup>1</sup> Unhelpfully, Defendant Aetna Inc. stated:

Aetna Inc. intends to conduct a manual review of documents for responsiveness to the set of RFPs Aetna Inc. has agreed to produce, provided that the review proceeds under Aetna Inc.’s proposed search terms and custodians. Aetna Inc. expressly reserves the right to revisit that methodology if Plaintiffs expand the population of documents that Aetna Inc. must review such that manual review becomes overly burdensome and not proportional to the needs of the case.

Ex. A to Hartley Decl. (September 18, 2026 12:29 pm Noah McCullough Email re Aetna Inc.’s TAR Disclosure). This was Aetna’s position before September 14. Since Aetna states it will conduct a manual review “provided the review proceeds under Aetna proposed search terms and custodians,” Plaintiffs are left with no other conclusion but that it will utilize TAR with Plaintiffs’ search terms.

It is critical for the Court to consider how TAR works to further cull documents after the application of search terms in order to fairly evaluate the search terms that will be used. As the Court is aware, TAR is the use of supervised machine learning algorithms to classify, prioritize, and categorize documents based on coding decisions made by human reviewers, encompassing TAR 1.0 (‘Simple Active Learning’ or ‘SAL’) and/or TAR 2.0 (also known as ‘Continuous Active Learning’ or ‘CAL,’ in which the machine learning model continuously retrains the document population as reviewers make coding decisions throughout the review).” Stipulated TAR Protocol, Dkt. No. 261 at 2.

By applying TAR on top of negotiated search terms, the producing party further restricts from production otherwise potentially responsive documents. Accordingly, where a party seeks to apply TAR, comparatively broader search terms should be permitted. *See, e.g., In re Broiler Chicken Antitrust Litig.*, No. 1:16-cv-08637, 2018 WL 1146371, at \*2 (N.D. Ill. Jan. 3, 2018) (“the requesting Party will . . . request[] that no search term pre-culling be used prior to applying TAR/CAL during the review process.”); *see also In re Diisocyanates Antitrust Litig.*, No. 18-1001, 2021 WL 4295729, at \*10 (W.D. Penn. Aug. 23, 2021) (“ . . . the function of search terms in this case is not to identify documents for production or even to select those that will be provided directly to human reviewers; it is to narrow the universe of documents to which TAR will be applied.”).

The use of TAR eliminates the need to review the vast majority of non-responsive documents, so there is little need to do severe culling of the dataset before applying TAR. *FCA US, LLC v. Cummins, Inc.*, No. 16-12883, 2017 WL 2806896 at \*1 (E.D. Mich. Mar. 28, 2017) (“Applying TAR to the universe of electronic material before any keyword search [to reduce] the universe of electronic material is the preferred method,” with TAR results then culled afterward if needed.)

Even courts that permit pre-culling acknowledge it isn't ideal. *Rio Tinto plc v. Vale S.A.*, No. 14 CIV. 3042 RMB AJP, 2015 WL 4367250, at \*1 (S.D.N.Y. July 15, 2015) (court permitted keyword culling before TAR "even though such pre-culling should not occur in a perfect world"). The combination of any search terms and TAR already multiplies the number of responsive documents that will be missed. For example if there is 75% recall for search terms and 75% recall for TAR, that results in only 56.25% overall recall (75% x 75%). William Webber, *What Is the Maximum Recall in re Biomet?*, Evaluating e-Discovery (blog), discussed and adopted in Ralph Losey, *License to Cull: The Two-Filter Document Culling Method* (e-Discovery Team, 2015).<sup>2</sup> Webber's analysis showed the search terms pre-filter removed 40%+ of relevant documents, capping the maximum achievable recall at roughly 60% no matter how well the subsequent TAR process performed. The use of TAR by Aetna Inc. and Zelis further supports the use of Plaintiff's search terms.

Similarly, when TAR is used, any pre-culling should utilize broader search terms than would be appropriate in a linear or manual review. Keyword search terms are already a notoriously blunt instrument to collect responsive documents, even without the additional culling by TAR—especially in antitrust cases. Custodians do not say “let's violate the Sherman Act” or “let's go price-fix”; they often speak in ambiguous coded language or the evidence is in the fact and timing of communications or conduct. *American Tobacco Co. v. United States*, 328 U.S. 781, 809 (1946) (“No formal agreement is necessary to constitute an unlawful conspiracy,” but instead often “crimes are a matter of inference deduced from the acts of the person accused.”). Thus, when search terms and TAR are used together, the risk of missing critical, responsive documents is

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<sup>2</sup> <https://e-discoveryteam.com/wp-content/uploads/2015/07/license-to-cull-2-filter-document-culling.pdf> (last accessed September 24, 2026).

multiplied, making broader search terms are necessary. *See, e.g., In re Allergan Biocell Textured Breast Implant Prods. Liab. Litig.*, No. CV219MD2921BRMESK, 2022 WL 16630821, at \*4 (D.N.J. Oct. 25, 2022) (“Finally, applying TAR to an already reduced (via search terms) set of documents will reduce further the identified responsive documents and will certainly not reveal documents that the application of search terms has precluded.”)

Finally, TAR relies on large sample and seed sets to recognize patterns. Larger datasets give the algorithm better statistical variety to learn accurately. Thus, in order for to TAR to do its job, it should have a broader corpus of documents to learn from, supporting the use of broader initial search terms.

**B. Plaintiffs Have Reached Agreements on Search Terms with the Four Other Defendants, Two of Whom Will Use TAR**

The Court need look no further than the other Defendants to evaluate the reasonableness of Plaintiffs’ proposed search terms. Plaintiffs reached agreement with all the other Defendants<sup>3</sup>, two of which (Cigna and United) will be using TAR.<sup>4</sup> See Exhibits B and E to Hartley Decl. Aetna and Zelis asserted relevance objections shared by no other Defendant, and sometimes not even by each other. Indeed, all other Defendants—besides Aetna—agreed to Search Term strings incorporating variations of Ingenix and FAIR Health. Aetna likewise stands alone in its rejection

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<sup>3</sup> Plaintiffs remain amenable to include the Defendant parent-entities’ respective subsidiaries as part of this search term negotiations process. However, it appears that at least one Defendant prefers to consider TAR/Search Terms separately from that of its subsidiary. *See* Ex. A to Hartley Decl. (“Meritain Health Inc. is assessing the discovery requests Plaintiffs served on September 4th and will disclose its intended methodology [presumably meaning, the use of TAR] after it serves its responses and objections to those requests, at the time required by the ESI protocol.”).

<sup>4</sup> Plaintiffs initially proposed to Defendants a “universal” set of search terms, which could be more efficiently negotiated as a unit as applicable for all Defendants, subject to subsequent negotiations and tailoring as to specific Defendants. Defendants refused to adopt this efficient approach, while at the same time demanding that all six plaintiffs utilize and negotiate a universal set of search terms Defendants proposed.

of search strings incorporating Bain Capital and Parthenon Capital, non-named co-conspirators that appear in the SAC. Zelis, moreover, is the only Defendant who objects to strings regarding its OON Repricing Tools or Services beyond ERS and EBP, including Network360, QuickReprice, Payment Harmonization Index, Zelis Price Map, and Zelis Intelligence Pricing Platform.

**C. The Court Should Adopt Wholesale Plaintiffs’ Proposed Search Terms**

**1. Overbreadth or Disproportionate Burden Considerations Should Be of Limited Concern, Given The Importance of The Business of Repricing**

Zelis asserts that Plaintiffs’ “identified terms are overbroad and unduly burdensome” as “Plaintiffs’ September 18 proposal continue [*sic*] to hit on more than 2.5 million documents when run across the Zelis documents processed to date and each of the objected-to terms hits on at least 150,000 documents.” Ex. F to Hartley Decl. However, considering the nature of Zelis’ business, which significantly concerns repricing, this number is not surprising and will be narrowed further by use of TAR. *See, e.g.*, SAC at ¶¶ 12, 177, 245. This is not an unusual size for production from the main Defendant in a large, complex class action such as this one. When considering the importance of repricing to Zelis, these results suggest that Plaintiffs’ terms are, if anything, narrowly-tailored.

**2. Plaintiffs’ Search Terms Are Based in Their Specific Allegations**

Plaintiffs have worked diligently and expediently to narrow their revisions and additions to Defendants’ search terms from their original proposals, which the Court found overbroad. And Plaintiffs did so even with the risk that some Defendants would use TAR to further cull documents after applying search terms. Plaintiffs made other concessions as well, including voluntarily adding many limiting connectors (“AND”) and proximity connectors (w/[number]) to search strings to each Defendant to reduce the amount of documents returned. Moreover, in the spirit of compromise, Plaintiffs accepted the substantial majority of Defendants’ proposed terms, provided

counterproposals otherwise, withdrew many of Plaintiffs’ previously-proposed terms, and proposed additional terms only where the category was not otherwise captured.

On July 31, 2026, Plaintiffs sent Defendants an initially revised set of “universal” text strings to counsel for all Defendants, but which specifically “anticipate[d] that . . . a need for individual Defendant-specific search terms may arise.” Ex. H to Hartley Decl. During the August 14, 2026 hearing, the Magistrate Judge suggested that Plaintiffs’ initially-proposed set of search terms were overbroad. Notwithstanding Plaintiffs’ understanding that most if not all of the Defendants planned to use Search Terms and TAR (as explained, *supra*, likely already to result in an exceptionally restricted production set), Plaintiffs issued revised, narrowed, per-Defendant proposed Search Terms. Accordingly, Plaintiffs’ engaged with six different sets of Counsel and Defendants to tailor these search terms. *Compare* Hartley Decl. Exs. A-G with Ex. I (“Plaintiffs fashioned their revisions and additions to Defendants’ proposed search terms as a global set to promote efficiency.”). Importantly, Plaintiffs narrowed and tailored their Search Terms ***prior to engaging with Defendants on a per-Defendant basis***, and, then, ***further narrowed their search strings from there***. *See* Exs. A-G to Hartley Decl.

The Court has emphasized the discoverability of materials that “go directly to the factual allegations in the Plaintiffs’ complaint.” Dkt. No. 337 at 3 (citing SAC ¶¶ 192, 341-46). Correspondingly, the search terms in Plaintiffs’ proposed sets largely correspond to those factual allegations. *Id.* *Compare* search strings within Appendices A and B to Plaintiffs’ Search Terms Proposal to Plaintiffs’ SAC at ECF 273. Based on Judge Boal’s analysis, the Defendants’ positions are indefensible. For example, Defendant Aetna rejects Plaintiffs’ proposed search strings about its investors (*compare* Appendix B No. 31 with SAC at ¶¶ 43-50); facilitation of competitor meetings and information-sharing by or through its B2B advisor (DeSantis Breindel), Availity,

and AHIP (*compare* Appendix B No. 37 with SAC at ¶¶ 233, 235-238, 291-292); and the questionable historical conduct related to the five-year FAIR Health exclusive use period, and benchmarking (pre-conspiratorial) periods (*compare* Appendix B No. 26 with SAC at ¶¶ 11-12, 70-78, 285, 303, 306-309). All of these topics are plainly relevant, and in any event, under Judge Boal’s analysis, are rooted in the SAC.

Zelis’s approach is similarly uncooperative. For example, Zelis rejected outright Plaintiffs’ proposed search string 24, which includes key non-ERS and non-RBP Zelis tools, including “Payment Harmonization Index,” “QuickReprice,” “Network360,” and “Open Access Pricing.” Again, Defendants Cigna, Elevance Health, Humana, and United have reached agreements with Plaintiffs involving similar Zelis tools. *See* Exs. B-E to Hartley Decl. Zelis has rejected this string notwithstanding its support in the SAC at, *e.g.*, ¶¶ 126, 214, 220, 228. Many of these terms were nonetheless accepted by other Defendants as part of their respective agreements on Search Terms reached with Plaintiffs. *See* Exs. B-E to Hartley Decl. Given the direct connection between Plaintiffs’ search terms and the SAC allegations, the Court should adopt them entirely.

As many, if not all, of Plaintiffs’ proposed search strings are based in the SAC allegations, it is unsurprising that most Defendants agreed to these search strings, leaving only Aetna Inc. and Zelis remaining. For example, the Zelis Defendants reject Plaintiffs’ proposed search string 25, while Defendants UHG have approved similar search strings pertaining to similar (as well as additional) terms. Even Defendant Aetna Inc. agreed with many of these same search terms.

**D. Zelis Must Search for and Produce Documents Concerning Its OON Repricing Tools and Services Beyond ERS and RBP.**

Zelis’ discovery position, reflected in its search terms, is that the only relevant Zelis products are its Established Reimbursement Solution (“ERS”) and Reference Based Pricing (“RBP”). Its discovery responses object to requests covering other tools as “wholly irrelevant to

the claims or defenses in this action because they have no connection to Zelis’s out-of-network repricing services or to any Relevant Conduct. But the SAC says otherwise. It alleges that Zelis marketed “Zelis Open Access Pricing®,” a reference-based pricing solution, SAC ¶ 126; that its “ZAPP” payments platform processes hundreds of millions of payment transactions annually, *id.* ¶ 183; that Zelis maintains a “Payment Harmonization Index” developed from a quantitative survey of 214 healthcare payer executives, *id.* ¶ 214; that “QuickReprice” applies Zelis pricing to OON claims in real time, *id.* ¶¶ 220-21; that “competitor data is then funneled into Zelis’s software, Network360®, which generates comparative reports” that Zelis sells to competing Commercial Payers, *id.* ¶ 228; and that ERS is one component of Zelis’s broader “OON Solution Suite,” *id.* ¶ 324. This Court sustained the plausibility of those allegations without exception, and all of them are related to Plaintiffs’ claims. ECF No. 185. It also recognized the allegations of a horizontal conspiracy between all the Defendants; thus even just the sharing of pricing information between them outside of a recognized or explicit “repricing” tool, can facilitate the conspiracy and is well within the realm of appropriate discovery.

Relevance under Rule 26(b)(1) is measured against the claims and defenses actually pled, and a responding party may not redefine the case to avoid them. Information is discoverable “if there is any possibility it might be relevant to the subject matter of the action.” *Viscito*, 2019 WL 5318228, at \*1. RFP Nos. 13, 15, and 18 do not speculate; they enumerate by name the same tools and services the SAC identifies, including the Payment Harmonization Index built on what those “214 healthcare payer executives” disclosed and the Network360 software into which “competitor data is then funneled.” SAC ¶¶ 214, 228. Documents about those tools are not merely relevant; they are the alleged instruments of the information-sharing conspiracy. Zelis’s objection would exclude from discovery the very categories of documents at the center of the case.

**CONCLUSION**

For the reasons set forth above, the Court should adopt Plaintiffs' proposed set of Search Terms, attached hereto as Appendices A and B.

Dated: September 25, 2026

Respectfully submitted,

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**CERTIFICATE OF SERVICE**

I hereby certify that, on this 25<sup>th</sup> 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/Jason S. Hartley*

Jason S. Hartley

# **APPENDIX A**

**PLAINTIFFS' PROPOSED SEARCH TERMS FOR ZELIS DEFENDANTS (9.25.2026)**

| No. | 9.25.2026 Proposed String                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.  | ((acqui* OR merger* OR "joint venture*" OR licens* OR patent* OR develop* OR deploy* OR launch* OR affiliat* OR subsid* OR partner* OR owner* OR operat* OR manag* OR control*) w/50 (OON OR "out-of-network" OR "out of network" OR reproc* OR reimbur* OR Maverest OR Ethicare OR Rivet OR Stratose OR PHX OR "Pay-Plus" OR "Pay Plus" OR Truven OR Strenuus OR NetMinder OR RedCard OR "Sapphire Digital" OR PayerCompass OR PaySpan OR Medxoom OR Qualident OR HFN OR PPOPlus OR 4Comp))                                                                            |
| 2.  | ((owner* OR operat* OR manag* OR acqui* OR merger* OR control* OR affiliat* OR subsid* OR partner*) w/50 (4Comp OR "4 Comp" OR "4Most Dental" OR "4 Most Dental" OR "4Most Health" OR "4 Most Health" OR HFN OR Maverest OR "PPO Plus" OR PPOPlus OR Qualident OR Stratose OR PayerCompass OR Strenuus OR "Pay-Plus Solutions"))                                                                                                                                                                                                                                        |
| 3.  | ((investor* OR creditor* OR lender* OR "earnings call*" OR conference*) w/50 ("OON" OR "out-of-network" OR "out of network" OR reproc* OR "claims pricing"))                                                                                                                                                                                                                                                                                                                                                                                                            |
| 4.  | ((OON OR "out-of-network" OR "out of network" OR "OON pricing" OR "established reimbursement" OR "reference-based pric*" OR ERS OR RBP OR "fee schedule*") OR ((reproc* OR "claims pricing" OR pricing) w/25 OON)) w/15 (tool* OR technolog* OR methodolog* OR formula* OR algorithm* OR system OR model* OR benchmark* OR metric* OR guideline* OR polic* OR procedure* OR training* OR "loss adjustment*" OR budget* OR "artificial intelligence" OR "machine learn*" OR "auto* rout*" OR QuickReprice OR Network360 OR "Price Map" OR "Open Access Pricing" OR ZIPP) |
| 5.  | ((meeting* OR conference* OR forum OR retreat* OR invitation* OR agenda* OR minute* OR notes OR transcript* OR presentation* OR slide* OR recording* OR assignment* OR operat*) w/50 (((DeSantis w/15 Breindel) OR payer* OR payor* OR insurer* OR Aetna OR Cigna OR Elevance OR Humana OR UnitedHealth OR UnitedHealthcare OR UHC OR UMR OR repricer* OR Availity OR AHIP) AND ("claim*" AND ("out-of-network" OR "OON"))))                                                                                                                                            |
| 6.  | (("Zelis Forum" OR "Zelis conference" OR "Zelis retreat" OR "client* confer*" OR "customer* confer*" OR "annual confer*" OR "Lost Pines" OR "Boca Raton" OR "payer* event*" OR "payor* event*") w/50 (OON OR "out-of-network" OR reproc* OR reimbur* OR meeting* OR invitation* OR agenda* OR minute* OR notes OR transcript* OR presentation* OR slide* OR recording* OR "room assignment*" OR "table assignment*" OR handout* OR poll*))                                                                                                                              |
| 7.  | (((payer* OR payor* OR insurer* OR Aetna OR Cigna OR Elevance OR Humana OR UnitedHealth OR UnitedHealthcare OR UHG OR UHC OR UMR OR Meritain OR                                                                                                                                                                                                                                                                                                                                                                                                                         |

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|     | Anthem OR HealthScope) w/50 (implement* OR setting* OR custom* OR input* OR provide* OR require* OR upload* OR download* OR transfer* OR transmit* OR portal* OR protocol* OR public* OR disclos*)) w/50 (OON OR "out-of-network" OR reproc* OR reimbur* OR payment* OR "contractual information" OR "claims data" OR "competitively sensitive" OR "commercially sensitive" OR confid* OR proprietar*))                                                                       |
| 8.  | ((("payment level*" OR "rate level*" OR (allowed w/25 amount*) OR (paid w/25 amount*) OR reimbursement* OR "claims pricing" OR (pricing w/25 OON) OR "out-of-network pricing" OR "pricing strateg*" OR "pricing change*" OR "payment strateg*" OR benchmark* OR percentile*) w/50 (payer* OR payor* OR insurer* OR Aetna OR Cigna)) AND (shar* OR disclos* OR distribut* OR exchange* OR provid* OR compar* OR benchmark*))                                                   |
| 9.  | ((("payment level*" OR "rate level*" OR (allowed w/25 amount*) OR (paid w/25 amount*) OR reimbursement* OR "claims pricing" OR (pricing w/25 OON) OR "out-of-network pricing" OR "pricing strateg*" OR "pricing change*" OR "payment strateg*" OR benchmark* OR percentile*) w/50 (Elevance OR Humana OR UnitedHealth OR UnitedHealthcare OR UHG OR UHC OR UMR)) AND (shar* OR disclos* OR distribut* OR exchange* OR provid* OR compar* OR benchmark*))                      |
| 10. | ((agreement* OR contract* OR proposal* OR offer* OR pitch* OR negotiation* OR amend* OR "statement of work" OR SOW OR MOU OR MOA OR LOI) w/50 ((payer* OR payor* OR insurer* OR Aetna OR Cigna OR Elevance OR Humana OR UnitedHealth OR UnitedHealthcare OR UHG OR UHC OR UMR OR Meritain OR Anthem OR HealthScope) AND (OON OR "out-of-network" OR "out of network" OR reproc* OR reimbur*)))                                                                                |
| 11. | ((bal* w/25 bill*) OR "gap bill*" OR "deficien* claim*" OR "claim deficien*") w/50 ("OON" OR "out-of-network" OR "out of network" OR reproc*)) AND ((allowed w/25 amount*) OR (paid w/25 amount*) OR reimbursement* OR "payment level*" OR "rate level*" OR prevent* OR prohibit* OR limitation* OR abrasion OR estimate* OR projection* OR frequency OR rate*))                                                                                                              |
| 12. | ((provider* OR physician* OR doctor* OR dentist* OR hospital* OR clinic* OR practice* OR chiro* OR podiatr* OR therap*) w/50 (appeal* OR negotiation* OR renegotiation* OR adjudicat* OR reject* OR accept* OR disput* OR submit* OR parameter* OR adjust* OR retent* OR "initial payment offer*" OR "claims negotiat*" OR reprocess* OR "best and final" OR "negotiat* discount*" OR post-reproc*)) AND (OON OR "out-of-network" OR "out of network" OR reproc* OR reimbur*) |
| 13. | ((analy* OR study OR studies OR report* OR projection* OR estimate* OR model* OR "price change*" OR "pricing trend*" OR "provider reaction*" OR "switch*" OR "Medicare" OR "Medicaid" OR "Tricare") w/50 ("OON" OR "out-of-network" OR "out of network" OR reproc* OR "claims pricing" OR (pricing w/3 OON) OR "OON pricing" OR "out-of-network pricing"))                                                                                                                    |

|     |                                                                                                                                                                                                                                                                                                                                                                  |
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| 14. | ((analy* OR study OR studies OR report* OR projection* OR estimate* OR model* OR "price change*" OR "pricing trend*" OR "provider reaction*" OR "switch*" OR "Medicare" OR "Medicaid" OR "Tricare") w/50 ((allowed w/25 amount*) OR (paid w/3 amount*) OR reimbursement* OR "payment level*" OR "rate level*" OR (price w/3 elastic*)))                          |
| 15. | ((("market share" OR "market presence" OR "market size" OR "market analysis" OR "market payer" OR "competitive position" OR "geographic scope" OR "geographic reach" OR compet*) w/50 (payer* OR payor* OR insurer* OR Aetna OR Cigna OR Elevance OR Humana OR UnitedHealth OR UnitedHealthcare) AND ("OON" OR "out-of-network" OR "out of network" OR repric*)) |
| 16. | ((("market share" OR "market presence" OR "market size" OR "market analysis" OR "market payer" OR "competitive position" OR "geographic scope" OR "geographic reach" OR compet*) w/50 (UHG OR UHC OR UMR OR client* OR customer*) AND ("OON" OR "out-of-network" OR "out of network" OR repric*))                                                                |
| 17. | ((("transparency in coverage" OR "TIC Rule" OR "T.I.C. Rule") w/50 (compl* OR disclosure* OR public* OR payment* OR "contractual information" OR "claims data" OR payer* OR payor* OR insurer* OR Aetna OR Cigna OR Elevance OR Humana OR UnitedHealth OR UnitedHealthcare OR UHG OR UHC OR UMR) AND ("OON" OR "out-of-network" OR "out of network" OR repric*)) |
| 18. | ((geograph* adjust*" OR "geograph* scop*" OR "geograph* reach*" OR "geograph* area*" OR "geograph* market*"))                                                                                                                                                                                                                                                    |
| 19. | ((("Pacific Inpatient" OR "Pacific Inpatient Medical Group" OR PIMG OR "P.I.M.G." OR Scaccia OR "Frank Scaccia" OR Ayer OR "Dennis Ayer" OR Bachoua OR "4 Missing Peace" OR "4 Missing Peace Corps, Inc." OR "Missing Peace" OR "Rhodes-Levin" OR "Chris Laurence" OR "Ethan Ciment" OR Ciment OR "Chelsea Foot and Ankle" OR "Chelsea Foot"))                   |
| 20. | ((conspir* OR collud* OR coordinat* OR "information shar*" OR "data shar*") AND (Zelis OR payer* OR payor* OR insurer* OR Aetna OR Cigna OR Elevance OR Humana OR UnitedHealth OR UnitedHealthcare OR UHG OR UHC OR UMR OR Meritain OR Anthem OR HealthScope OR repricer*))                                                                                      |
| 21. | ((Ingenix OR "Fair Health" OR FairHealth OR UCR OR "usual and customary" OR "usual, customary and reasonable" OR "reasonable and customary" OR "market rate*" OR "market price*") AND (OON OR "out-of-network" OR repric* OR reimburs* OR pric* OR rate* OR benchmark* OR databas*))                                                                             |
| 22. | ((Bain OR "Bain Capital" OR Parthenon OR "Parthenon Capital" OR Mubadala OR HarbourVest OR HarborVest OR Guidehouse OR "Office Ally" OR "private equity" OR investor* OR lender* OR board* OR director* OR advisor* OR adviser*) w/50 (Zelis                                                                                                                     |

|     |                                                                                                                                                                                                                                                                                                                                                                                                               |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     | OR control* OR leverag* OR steer* OR oblig* OR restrict* OR OON OR reprice* OR dictate))                                                                                                                                                                                                                                                                                                                      |
| 23. | ((percent* OR amount* OR ceiling* OR cap* OR floor* OR threshold* OR limit* OR default* OR set* OR initial* OR original* OR "no more than" OR "no less than" OR "higher rate*" OR "lower rate*" OR "maximum allowable charge*" OR "allow* amount*" OR "reimburs* level*") AND (OON OR "out-of-network" OR "out of network" OR nonpar* OR non-contract* OR reprice* OR reimburs*))                             |
| 24. | ("Payment Harmonization Index" OR PHI OR QuickReprice OR Network360 OR "Zelis Price Map" OR "Open Access Pricing" OR ZIPP OR "National Advantage Program" OR NAP OR "ClaimPass" OR "Claim Pass" OR "Supplemental Network Services" OR "Accelerated Pay" OR "AP Program" OR "Medical Reimbursement Analysis Services" OR "Professional Negotiation Services" OR PNS OR "Continuous Discount Agreement" OR CDA) |
| 25. | ((performance w/25 (review* OR evaluat*)) OR promotion* OR bonus* OR incentiv* OR compensat* OR commission* OR disciplin* OR demot* OR resign*) AND (OON OR "out-of-network" OR reprice* OR reimburs* OR "claims pricing" OR saving* OR Zelis)                                                                                                                                                                |
| 26. | ((profit* OR earning* OR revenu* OR income* OR EBITDA OR debt* OR credit* OR loan* OR financ* OR saving*) AND (Zelis OR OON OR "out-of-network" OR reprice* OR "claims pricing" OR payer* OR payor* OR insurer*))                                                                                                                                                                                             |
| 27. | ((disput* OR appeal* OR adjudicat* OR submit* OR accept* OR reject* OR negotiat* OR renegotiat* OR parameter* OR adjust* OR retent* OR "initial payment offer*" OR "claims negotiat*" OR reprocess* OR "best and final" OR "negotiat* discount*" OR post-reprice*) AND (OON OR "out-of-network" OR nonpar* OR non-contract* OR reprice* OR reimburs*))                                                        |
| 28. | ((Availity OR AHIP OR "America* Health Insurance Plan*") AND ("strategic partner*" OR partner* OR strateg* OR Zelis))                                                                                                                                                                                                                                                                                         |
| 29. | ((antitrust* OR anti-trust* OR "trade regulation*" OR "antitrust train*" OR "antitrust guid*" OR "antitrust polic*" OR "Sherman Act" OR "Section 1" OR "15 U.S.C. 1" OR "Clayton Act")                                                                                                                                                                                                                        |
| 30. | ((("Zelis PPO*" OR "preferred provider org*" OR "PPO network*" OR "wrap network*" OR "rental network*" OR "supplement* network*" OR Stratose OR HFN OR Maverest OR MDN OR PPOPlus OR Qualident OR 4Comp) AND (compet* OR purchas* OR buy* OR bought OR payer* OR payor* OR OON OR "out-of-network" OR nonpar*))                                                                                               |
| 31. | ((investigat* OR "department of justice" OR DOJ OR "federal trade commission" OR FTC OR "department of labor" OR DOL OR "grand jur*" OR "civil investigat* demand*" OR CID OR "state investigat*") w/100 (Zelis OR OON OR "out-of-network" OR reprice* OR payer* OR payor* OR insurer* OR antitrust* OR compet*))                                                                                             |



# **APPENDIX B**

**PLAINTIFFS' PROPOSED SEARCH TERMS FOR DEFENDANT AETNA (9.25.26)**

| Search No. | 9.25.26 Proposed String                                                                                                                                                                                                                                                                                                                                                                                                            |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.         | (repic* OR reimbur* OR suppress* OR discount* OR depress*) 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)                                                                                                                                                                                                                             |
| 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 Zeliu OR Zellius OR Zealous OR zelis.com OR "zelis.com" OR @zelis OR "@zelis" OR @zelis.com)                                                                                                                                                                                      |
| 3.         | (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 Zeliu OR Zellius OR Zealous OR zelis.com OR "zelis.com" OR @zelis OR "@zelis" OR @zelis.com)                                                                                                                                |
| 4.         | (contract* OR agree* OR claim* OR pric* OR payment* OR rate* OR data* OR transact*) 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)                                                                                                                                                                                                    |
| 5.         | (percent* OR ceiling* OR floor* OR threshold* OR "no more than") 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)                                                                                                                                                                                                                       |
| 6.         | (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)                                                                                                                                                                                                   |
| 7.         | (pric* OR cost* OR repic* 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)                                                                                                                                                                                                                                                 |
| 8.         | (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 dbas* OR "d-bas*" OR schedul* OR "survey data" OR "raw data" OR "underlying data" OR "source data" OR "est* reimburs* schedul*" OR ers) |

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 9.  | (stratose* OR stratrose* 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 Zelliu OR Zealous OR zelis.com OR "zelis.com" OR @zelis OR "@zelis" OR @zelis.com)                                                     |
| 10. | (zelis OR zelis OR Zellis OR Zelious OR Zellious OR Zeliu OR Zelliu OR Zealous OR zelis.com OR zelis.com OR zelis OR zelis OR zelis.com) W/50 ("artificial* intelligen*" OR "gen* ai" OR "gen-a.i." OR "machin* learn*")                                                                                                                                                                                                                                        |
| 11. | (zelis OR zelis OR Zellis OR Zelious OR Zellious OR Zeliu OR Zelliu OR Zealous OR zelis.com OR zelis.com OR zelis OR zelis OR zelis.com) W/50 ("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 "auto* rout*" OR a.i. OR ai OR "gen* a.i." OR "gen-ai")                  |
| 12. | (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 Zelliu OR Zealous OR zelis.com OR "zelis.com" OR @zelis OR "@zelis" OR @zelis.com) |
| 13. | (contract* OR agree* OR exchang* OR transfer* OR ftp* OR portal*) AND (zelis OR Zellis OR Zelious OR Zellious OR Zeliu OR Zelliu OR Zealous OR zelis.com OR "zelis.com" OR @zelis OR "@zelis" OR @zelis.com)                                                                                                                                                                                                                                                    |
| 14. | (compet* OR own* OR operat* OR manag* OR control*) W/50 ("preferred provider organization" OR "preferred provider organizations" OR PPO OR PPOs) W/50 (zelis OR Zellis OR Zelious OR Zellious OR Zeliu OR Zelliu OR Zealous OR zelis.com OR "zelis.com" OR @zelis OR "@zelis" OR @zelis.com)                                                                                                                                                                    |
| 15. | (Zelis OR Zellis OR Zelious OR Zellious OR Zeliu OR Zelliu OR Zealous OR zelis.com OR zelis.com OR zelis OR zelis OR zelis.com) AND ("network 360" OR Network360 OR "zelis pric* map*" OR "open access pric*" OR "intel* pric* platform*" OR zipp OR z.i.p.p. OR oon sol* OR "payment harmonization index" OR phi 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*")            |
| 16. | ("hyatt regency lost pines" OR "lost pines resort") AND (zelis OR "zelis forum" OR Zelis OR Zellis OR Zelious OR Zellious OR Zeliu OR Zelliu OR Zealous OR zelis.com)                                                                                                                                                                                                                                                                                           |

|     |                                                                                                                                                                                                                                                                                                                                   |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 17. | (zelis OR "zelis forum" OR Zelis OR Zellis OR Zelious OR Zellious OR Zeliu OR Zellius OR Zealous OR zelis.com) W/50 ("hyatt regency lost pines" OR forum OR retreat* OR conference* OR "boca raton" OR "lost pines resort" OR hyatt OR regency OR "annual confer*" OR "client* confer*" OR "customer* confer*" OR payer* confer*) |
| 18. | ((pacific W/2 inpatient) OR "pacific inpatient medical group" OR pimg OR p.i.m.g. OR pacific)                                                                                                                                                                                                                                     |
| 19. | ((Frank W/2 Scaccia) OR scaccia)                                                                                                                                                                                                                                                                                                  |
| 20. | ("ethan ciment" OR "ciment" OR "chelsea foot and ankle p.c." OR (chelsea W/2 (foot)                                                                                                                                                                                                                                               |
| 21. | (Bachoua W/2 (Dan*)) OR ((dbc OR d.b.c. AND chiro*) OR bachoua OR dbc OR d.b.c.)                                                                                                                                                                                                                                                  |
| 22. | ("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)                                                                                                                                                                           |
| 23. | ("transparency in coverage" OR "TIC Rule*" OR "machine-readable file*" OR "machine readable file*") W/25 (OON OR "out-of-network" OR "out of network" OR repric*)                                                                                                                                                                 |
| 24. | (conspir* OR cartel* OR collu* OR anticompet* OR "anti-compet*" OR "information shar*" OR "data shar*") W/25 (Aetna OR Cigna OR Elevance OR Anthem OR Humana OR UnitedHealthcare OR UnitedHealth OR UMR OR HealthScope OR Meritain OR payer* OR payor*)                                                                           |
| 25. | (role* OR responsib* OR assign* OR delegat* OR authori* OR manag* OR supervis* OR control* OR entrust*) W/15 (OON OR "out-of-network" OR "out of network" OR repric* OR "claims pricing")                                                                                                                                         |
| 26. | ("Fair Health" OR FAIRHealth OR "reasonable and customary" OR "usual and customary" OR UCR OR "market rat*") W/25 (OON OR "out of network" OR "out-of-network" OR repric* OR reimburs* OR exclusiv* OR "five year*" OR "5 year*")                                                                                                 |
| 27. | (antitrust* OR "anti-trust*" OR conspir* OR collud* OR cartel* OR anticompet* OR "anti-compet*" OR "Sherman Act") W/25 (Zelis OR "Established Reimbursement" OR ERS OR "Reference Based Pricing" OR RBP OR QuickReprice OR ZIPP OR network360 OR zipp OR "zelis price map")                                                       |
| 28. | ("national advantage program*" OR "national advantage" OR "claim pass*" OR claimpass OR "supp* network* serv*" OR "accelerat* pa*" OR "medical reimbursement analysis service*" OR "professional negotiat* serv*" OR "continuous discount* agreement*" OR cda)                                                                    |
| 29. | (profit* OR revenue* OR earning* OR EBITDA OR "net income" OR margin*) W/25 ("out of network" OR "out-of-network" OR OON OR repric* OR "non-par*")                                                                                                                                                                                |

|     |                                                                                                                                                                                                                                                                                                                                                                                          |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 30. | ((pric* OR expen* OR reprice* OR re-price* OR "re price*" OR ceas* OR desist* OR "executive law*" OR "exclusiv* us*" OR exclusive-us* 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 "26%" OR "13%")                                                                                                                             |
| 31. | (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") AND (Zelis OR Zellis OR Zelious OR Zellious OR Zelius OR Zellius OR Zealous OR zelis.com OR "zelis.com")                                                                                       |
| 32. | Zelis w/30 (investigat* OR "department of justice" OR DOJ OR "grand jur*" OR "department of labor" OR DOL OR congress* OR "federal trade commission" OR FTC OR FBI OR "state investigat*")                                                                                                                                                                                               |
| 33. | ((("board member*" OR "board meet*" OR "advisor* committee*" OR "adviser* committee*" OR "committee advis*" OR "board advisor*" OR "director* advisor*" OR "director* adviser*" OR "meet* notes" OR veto* OR "board consult*" OR "consult* to the board*" OR "strategic advi*") AND (Zelis OR Zellis OR Zelious OR Zellious OR Zelius OR Zellius OR Zealous OR zelis.com OR "zelis.com") |
| 34. | (complain* OR "not fair" OR unfair OR cancel* OR switch* OR "mov* away" OR nonrenew* OR "not renew*") W/25 (Zelis OR "established reimbursement" OR "reference based price*" OR reprice*)                                                                                                                                                                                                |
| 35. | (refus* OR declin* OR "not accept" OR "turn* away") W/25 ("out of network" OR "out-of-network" OR OON OR nonpar* OR "non-par*")                                                                                                                                                                                                                                                          |
| 36. | (Zelis W/25 (Aetna OR Cigna OR Elevance OR Humana OR UnitedHealthcare OR UnitedHealth OR UMR OR HealthScope OR Meritain OR Anthem)) AND (hir* OR recruit* OR resign* OR terminat* OR fired OR disciplin* OR promot* OR demot* OR incentiv*)                                                                                                                                              |
| 37. | ("DeSantis Breindel" OR desantis OR Breindel OR Availity OR AHIP OR "America's Health Insurance Plans") W/50 ("out of network" OR "out-of-network" OR OON OR nonpar* OR "non-par*")                                                                                                                                                                                                      |
| 38. | ("user group*" OR "user advisory group*") w/5 (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))                                                                                                                                                        |
| 39. | Zelis W/50 (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 confid* OR proprietar*)                                                                                                                                                           |

|     |                                                                                                                                                                                                                |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 40. | (shar* OR exchang* OR distribut* OR transfer* OR upload* OR deliver*) W/15 ("competitively sensitive" OR "commercially sensitive" OR "confidential pricing" OR "confidential claim*" OR "proprietary pricing") |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS**

|                                                                                                                     |                                                                                                                                                                                  |
|---------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>IN RE: ZELIS REPRICING ANTITRUST<br/>LITIGATION</p> <p>This Document Relates To:</p> <p>All Associated Cases</p> | <p>Lead Action Case No.: 1:25-cv-10734-BEM</p> <p><i>Consolidated with Case Nos.:</i><br/><i>1:25-CV-11092-BEM</i><br/><i>1:25-CV-11167-BEM</i><br/><i>1:25-CV-11537-BEM</i></p> |
|---------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**DECLARATION OF JASON HARTLEY IN SUPPORT OF  
PLAINTIFFS' PROPOSAL FOR WHOLESALE ADOPTION OF  
PLAINTIFFS' SET OF SEARCH TERMS**

I, Jason Hartley, declare:

1. I am an attorney licensed in the State of California and am one of Plaintiffs' counsel in the above-captioned action. I have personal knowledge of the facts set forth herein and, if called as a witness, could and would testify competently to them. I make this Declaration in support of Plaintiffs' Proposal for Wholesale Adoption of Plaintiffs' Set of Search Terms. I make this declaration pursuant to 28 U.S.C. § 1746.

2. With respect to emails described below, when emails are sent to the emails address, <zelisplaintiffscounsel@paulllp.com> ("Zelis Plaintiffs' Counsel"), I receive those emails in my <hartley@hartleyllp.com> inbox and can access them.

3. Attached hereto as Exhibit A is a true and correct copy of a September 24, 2026 email sent by Haley Hawn of Paul LLP on September 24, 2026 at 7:10 pm to, among others, Noah McCullough of Williams & Connolly LLP and Zelis Plaintiffs' Counsel, with the subject: RE: In re Zelis Repricing Antitrust Litigation – Aetna Inc.'s TAR Disclosure, and additional emails that are part of this email communication thread, including a true and correct email sent by Noah McCullough of Williams & Connolly LLP on September 28, 2026 at 2:29 PM to, among others, Zelis Plaintiffs' Counsel, with the subject: In re Zelis Repricing Antitrust litigation – Aetna Inc.'s TAR Disclosure.

4. Attached hereto as Exhibit B is a true and correct copy of a September 24, 2026 email sent by Emily T. Chen of McDermott Will & Schulte LLP on September 24, 2026 at 3:13 pm to, among others, Haley Hawn of Paul LLP, Jason Hartley of Hartley LLP, and Rick Paul of Paul LLP, with the subject: RE: In re: Zelis Repricing Antitrust Litigation, No. 1:25-cv-10734-BEM (D. Mass) – Search Terms, and additional emails that are part of this email communication thread, including a true and correct email sent by Chelsea Cosillos of McDermott Will & Schulte LLP on September 16, 2026 at 1:44 pm to, among others, Jason Hartley of Hartley LLP, Rick

Paul of Paul LLP, and Haley Hawn of Paul LLP, with the subject: In re: Zelis Repricing Antitrust Litigation, No. 1:25-cv-10734-BEM (D. Mass) – Search Terms.

5. Attached hereto as Exhibit C is a true and correct copy of an email from Brad Barringer of Nelson Mullins Riley & Scarborough LLP sent on September 24, 2026 at 2:29 pm to, among others, Haley Hawn of Paul LLP and Zelis Plaintiffs' Counsel, with the subject: RE: In re Zelis Repricing Antitrust Litigation – Plaintiffs' Revised Search Terms to Elevance, and additional emails that are part of this email communications thread, including a true and correct copy of an email sent by Brad Barringer of Nelson Mullins Riley & Scarborough LLP on September 4, 2026 at 12:00 pm to, among others, Haley Hawn of Paul LLP and Zelis Plaintiffs' Counsel, with the subject: RE: In re Zelis Repricing Antitrust Litigation – Plaintiffs' Revised Search Terms to Elevance.

6. Attached hereto as Exhibit D is a true and correct copy of an email sent by Ben Waldin of Eimer Stahl LLP on September 24, 2026 at 9:26 am to, among others, Haley Hawn of Paul LLP and Zelis Plaintiffs' Counsel, with the subject: RE: In Re: Zelis Repricing Antitrust Litigation; Case No.: 1:25-cv-10734-BEM, and additional emails that are part of this email communications thread, including a true and correct copy of an email sent by Haley Hawn of Paul LLP on September 23, 2026 at 3:49 pm to, among others, Ben Waldin of Eimer Stahl LLP and Zelis Plaintiffs' Counsel, with the subject: RE: In Re: Zelis Repricing Antitrust litigation; Case No.: 1:25-cv-10734-BEM, and a true and correct copy of an email sent by Ben Waldin of Eimer Stahl LLP on September 23, 2026 at 12:33 pm to, among others, Haley Hawn of Paul LLP and Zelis Plaintiffs' Counsel, with the subject: RE: In Re: Zelis Repricing Antitrust Litigation; Case No.: 1:25-cv-10734-BEM.

7. Attached hereto as Exhibit E is a true and correct copy of an email sent by Joseph A. Gorman of Gibson, Dunn & Crutcher LLP on September 23, 2026 at 1:58 pm to, among others, Haley Hawn of Paul LLP and Jason Hartley of Hartley LLP, with the subject: RE: In re Zelis – United Letter re Search Terms, August 31, 2026, and additional emails that are part of this email communications thread, including a true and correct copy of an email sent by Haley Hawn of Paul LLP on September 22, 2026 at 4:49 pm to, among others, Joseph A. Gorman of Gibson, Dunn & Crutcher LLP and Jason Hartley of Hartley LLP, with the subject: RE: In re Zelis – United Letter re Search Terms, August 31, 2026.

8. Attached hereto as Exhibit F is a true and correct copy of an email sent by Haley Hawn of Paul LLP on September 24, 2026 at 4:51 pm to, among others, Sandra H. Masselink of Ropes & Gray LLP and Zelis Plaintiffs’ Counsel, with the subject: RE: In Re: Zelis Repricing Antitrust Litigation; Case No. : 1:25-cv-10734-BEM, and additional emails that are part of this email communications thread.

9. Attached hereto as Exhibit G is a true and correct copy of an email sent by Sandra H. Masselink of Ropes & Gray LLP on September 18, 2026 at 5:59 pm to, among others, Jason Hartley of Hartley LLP and Zelis Plaintiffs’ Counsel, with the subject: RE: Zelis – TAR Disclosure, and additional emails that are part of this email communications thread, including a true and correct copy of an email sent by Emily T. Chen of McDermott Will & Schulte LLP on September 18, 2026 at 5:16 pm to, among others, Jason Hartley of Hartley LLP and Zelis Plaintiffs’ Counsel, with the subject: RE: Zelis – TAR Disclosure.

10. Attached hereto as Exhibit H is a true and correct copy of a letter signed by Rick Paul of Paul LLP.

11. Attached hereto as Exhibit I is a true and correct copy of an email sent by Jason S. Hartley of Hartley LLP on August 5, 2026 at 6:54 pm to, among others, Casey Lee of Ropes & Gray LLP and "<Zelis.Joint.Defense.Group@ropesgray.com>", with the subject: Re: In re Zelis Pricing Antitrust Litigation, and additional emails that are part of this email communications thread.

I declare under penalty of perjury under the laws of the United Staes that the foregoing is true and correct. Executed on September 25, 2026 at San Diego, California.



---

Jason Hartley

**CERTIFICATE OF SERVICE**

I hereby certify that, on this 25<sup>th</sup> 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/Jason S. Hartley*

Jason S. Hartley

# EXHIBIT A



Outlook

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**RE: In re Zelis Repricing Antitrust Litigation - Aetna Inc.'s TAR Disclosure**

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**From** Haley Hawn <haley@paulllp.com>**Date** Thu 9/24/2026 7:10 PM**To** McCullough, Noah <nmccullough@wc.com>; Zelis Plaintiffs' Counsel <zelisplaintiffscounsel@paulllp.com>**Cc** Pitt, Jonathan <JPitt@wc.com>; Trefz, Katherine <KTrefz@wc.com>; Ryan, Thomas <TRyan@wc.com>; Salgado, Suzanne <SSalgado@wc.com>

1 attachment (130 KB)

RE: In re Zelis Repricing Antitrust Litigation - Aetna Inc.'s TAR Disclosure;

Thanks for your response, Noah. As stated in our prior e-mail (attached), the parties are at an impasse and Plaintiffs will submit their proposal for the Court's consideration.

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:** McCullough, Noah <nmccullough@wc.com>**Sent:** Thursday, September 24, 2026 7:16 PM**To:** Haley Hawn <haley@paulllp.com>; Zelis Plaintiffs' Counsel <zelisplaintiffscounsel@paulllp.com>**Cc:** Pitt, Jonathan <JPitt@wc.com>; Trefz, Katherine <KTrefz@wc.com>; Ryan, Thomas <TRyan@wc.com>; Salgado, Suzanne <SSalgado@wc.com>**Subject:** RE: In re Zelis Repricing Antitrust Litigation - Aetna Inc.'s TAR Disclosure

Counsel,

As we explained to Plaintiffs more than a month ago, these custodial sets were in separate workspaces and had not been de-duplicated against each other. If that was of concern to Plaintiffs, they should have reached out weeks ago instead of making this last-minute request for a same-day report the day before the parties' submission is due.

We have conferred with our e-discovery vendor regarding your request. While it is not possible for them to generate the report you request on such an expedited timeline, they have conducted an overlap analysis of the two document sets to determine the impact of any deduplication across custodians. That analysis showed that less than 200 documents hitting on Plaintiffs' search terms overlap with documents in the other workspace. As a result, deduplication will not have any material impact on the hit report or hit rate.

As for your second question, "Unique hits" is the count of documents in the searchable set returned by only that particular term. If more than one search term returns a particular document, that document is not counted as a unique hit. We can confirm that the "Unique Hits" value is not de-duplicated across the custodial sets (as we disclosed more than a month ago).

Please respond promptly to Aetna Inc.'s counter-proposal to ensure that the parties have time to evaluate their positions and, if necessary, prepare position statements for tomorrow's submission.

Best,  
Noah

**Noah McCullough**  
**Associate | Williams & Connolly LLP**  
680 Maine Avenue, S.W., Washington, DC 20024  
202-434-5434 | [nmccullough@wc.com](mailto:nmccullough@wc.com) | [www.wc.com](http://www.wc.com)

---

**From:** Haley Hawn <[haley@paulllp.com](mailto:haley@paulllp.com)>  
**Sent:** Thursday, September 24, 2026 3:44 PM  
**To:** McCullough, Noah <[nmccullough@wc.com](mailto:nmccullough@wc.com)>; Zelis Plaintiffs' Counsel <[zelisplaintiffscounsel@paulllp.com](mailto:zelisplaintiffscounsel@paulllp.com)>  
**Cc:** Pitt, Jonathan <[JPitt@wc.com](mailto:JPitt@wc.com)>; Trefz, Katherine <[KTrefz@wc.com](mailto:KTrefz@wc.com)>; Ryan, Thomas <[TRyan@wc.com](mailto:TRyan@wc.com)>; Salgado, Suzanne <[ssalgado@wc.com](mailto:ssalgado@wc.com)>  
**Subject:** RE: In re Zelis Repricing Antitrust Litigation - Aetna Inc.'s TAR Disclosure

Noah: Please also confirm how the "Unique Hits" Column is calculated, and if that is a deduped total.

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:** Haley Hawn

**Sent:** Thursday, September 24, 2026 2:17 PM

**To:** 'McCullough, Noah' <[nmccullough@wc.com](mailto:nmccullough@wc.com)>; Zelis Plaintiffs' Counsel  
<[zelisplaintiffscounsel@paulllp.com](mailto:zelisplaintiffscounsel@paulllp.com)>

**Cc:** Pitt, Jonathan <[JPitt@wc.com](mailto:JPitt@wc.com)>; Trefz, Katherine <[KTrefz@wc.com](mailto:KTrefz@wc.com)>; Ryan, Thomas  
<[TRyan@wc.com](mailto:TRyan@wc.com)>; Salgado, Suzanne <[ssalgado@wc.com](mailto:ssalgado@wc.com)>

**Subject:** RE: In re Zelis Repricing Antitrust Litigation - Aetna Inc.'s TAR Disclosure

Noah,

Thank you for your response. In order to evaluate Aetna's overbreadth objection, Plaintiffs need a deduplicated report, including deduplicating the custodial sets against each other. Please confirm whether Aetna will provide such report today.

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:** McCullough, Noah <[nmccullough@wc.com](mailto:nmccullough@wc.com)>

**Sent:** Thursday, September 24, 2026 1:50 PM

**To:** Haley Hawn <[haley@paulllp.com](mailto:haley@paulllp.com)>; Zelis Plaintiffs' Counsel <[zelisplaintiffscounsel@paulllp.com](mailto:zelisplaintiffscounsel@paulllp.com)>  
**Cc:** Pitt, Jonathan <[JPitt@wc.com](mailto:JPitt@wc.com)>; Trefz, Katherine <[KTrefz@wc.com](mailto:KTrefz@wc.com)>; Ryan, Thomas <[TRyan@wc.com](mailto:TRyan@wc.com)>; Salgado, Suzanne <[ssalgado@wc.com](mailto:ssalgado@wc.com)>  
**Subject:** RE: In re Zelis Repricing Antitrust Litigation - Aetna Inc.'s TAR Disclosure

Counsel,

I write in response to your clarifying questions regarding the hit report that Aetna Inc. provided for Plaintiffs' convenience.

As Aetna Inc. explained in its August 18th letter (attached), the custodial sets of Karen Linder and Andrew Britcher are currently in separate workspaces and thus have not been de-duplicated against each other, but each custodial set has been de-duplicated within itself.

In the hit report that was circulated last night, Column E (titled "Hits") identifies the total documents that hit on that term between the two sets and Column F (titled "Hits Plus Family") identifies the total documents captured by a given term (including families) between the two sets.

To ensure that the parties have adequate time to evaluate their positions and, if necessary, prepare position statements for tomorrow's submission, we'd ask that Plaintiffs respond to Aetna Inc.'s counter-proposal by 6:30 ET.

Best,  
Noah

**Noah McCullough**  
**Associate | Williams & Connolly LLP**  
680 Maine Avenue, S.W., Washington, DC 20024  
202-434-5434 | [nmccullough@wc.com](mailto:nmccullough@wc.com) | [www.wc.com](http://www.wc.com)

---

**From:** Haley Hawn <[haley@paulllp.com](mailto:haley@paulllp.com)>  
**Sent:** Thursday, September 24, 2026 12:18 PM  
**To:** McCullough, Noah <[nmccullough@wc.com](mailto:nmccullough@wc.com)>; Zelis Plaintiffs' Counsel <[zelisplaintiffscounsel@paulllp.com](mailto:zelisplaintiffscounsel@paulllp.com)>  
**Cc:** Pitt, Jonathan <[JPitt@wc.com](mailto:JPitt@wc.com)>; Trefz, Katherine <[KTrefz@wc.com](mailto:KTrefz@wc.com)>; Ryan, Thomas <[TRyan@wc.com](mailto:TRyan@wc.com)>; Salgado, Suzanne <[ssalgado@wc.com](mailto:ssalgado@wc.com)>  
**Subject:** RE: In re Zelis Repricing Antitrust Litigation - Aetna Inc.'s TAR Disclosure

Counsel,

We've reviewed Aetna's hit report and have a few points of clarification. We understand Aetna's current document corpus upon which it ran the search terms contains 614,952 documents.

Please clarify how each column in the hit report is calculated, including whether the figures are deduplicated. In particular, which figure represents the total number of documents that hit a term? We cannot determine that from the report as it stands.

Please provide your response by 3 ET today.

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:** McCullough, Noah <[nmccullough@wc.com](mailto:nmccullough@wc.com)>  
**Sent:** Wednesday, September 23, 2026 8:36 PM  
**To:** Haley Hawn <[haley@paulllp.com](mailto:haley@paulllp.com)>; Zelis Plaintiffs' Counsel <[zelisplaintiffscounsel@paulllp.com](mailto:zelisplaintiffscounsel@paulllp.com)>  
**Cc:** Pitt, Jonathan <[JPitt@wc.com](mailto:JPitt@wc.com)>; Trefz, Katherine <[KTrefz@wc.com](mailto:KTrefz@wc.com)>; Ryan, Thomas <[TRyan@wc.com](mailto:TRyan@wc.com)>; Salgado, Suzanne <[ssalgado@wc.com](mailto:ssalgado@wc.com)>  
**Subject:** RE: In re Zelis Repricing Antitrust Litigation - Aetna Inc.'s TAR Disclosure

Counsel,

I write in response to Plaintiffs' search-terms proposal from yesterday. For your convenience, attached is a hit report for that proposal. As before, our e-discovery vendor had to remove several wildcards from certain terms in order to get the terms to run (e.g., changing "c-s-i\*" to "c-s-i" in P48). As the report notes, Plaintiffs' proposed terms would capture more than 95% of Aetna Inc.'s entire document collection.

Also attached is a spreadsheet with Aetna Inc.'s response to Plaintiffs' most recent proposal. As you'll see, Aetna Inc. accepts Plaintiffs' two counter-proposals to Aetna Inc.'s September 1 proposed terms. In the spirit of compromise, Aetna Inc. has either accepted or offered counter-proposals to the additional proposed terms regarding specific named Plaintiffs (aside from Dr. Ayer, whose claims against Aetna Inc. are subject to arbitration).

Aetna Inc. is unwilling to accept Plaintiffs' other additional proposed search terms because, as Aetna Inc. has repeatedly explained, they go beyond the scope of what Aetna Inc. agreed to produce as part of its responses and objections to Plaintiffs' RFPs.

Best,  
Noah

**Noah McCullough**  
**Associate I Williams & Connolly LLP**  
680 Maine Avenue, S.W., Washington, DC 20024  
202-434-5434 | [nmccullough@wc.com](mailto:nmccullough@wc.com) | [www.wc.com](http://www.wc.com)

---

**From:** Haley Hawn <[haley@paulllp.com](mailto:haley@paulllp.com)>  
**Sent:** Tuesday, September 22, 2026 11:28 AM  
**To:** McCullough, Noah <[nmccullough@wc.com](mailto:nmccullough@wc.com)>; Zelis Plaintiffs' Counsel <[zelisplaintiffscounsel@paulllp.com](mailto:zelisplaintiffscounsel@paulllp.com)>  
**Cc:** Pitt, Jonathan <[JPitt@wc.com](mailto:JPitt@wc.com)>; Trefz, Katherine <[KTrefz@wc.com](mailto:KTrefz@wc.com)>; Ryan, Thomas <[TRyan@wc.com](mailto:TRyan@wc.com)>; Salgado, Suzanne <[ssalgado@wc.com](mailto:ssalgado@wc.com)>  
**Subject:** RE: In re Zelis Repricing Antitrust Litigation - Aetna Inc.'s TAR Disclosure

Counsel,

Please see attached correspondence and spreadsheet. As stated in the correspondence, please provide your response by tomorrow, September 23, so that the parties have sufficient time to evaluate their positions advance of the Court's Friday deadline.

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:** McCullough, Noah <[nmccullough@wc.com](mailto:nmccullough@wc.com)>  
**Sent:** Friday, September 18, 2026 2:29 PM  
**To:** Zelis Plaintiffs' Counsel <[zelisplaintiffscounsel@paulllp.com](mailto:zelisplaintiffscounsel@paulllp.com)>  
**Cc:** Pitt, Jonathan <[JPitt@wc.com](mailto:JPitt@wc.com)>; Trefz, Katherine <[KTrefz@wc.com](mailto:KTrefz@wc.com)>; Ryan, Thomas <[TRyan@wc.com](mailto:TRyan@wc.com)>; Salgado, Suzanne <[ssalgado@wc.com](mailto:ssalgado@wc.com)>

**Subject:** In re Zelis Repricing Antitrust Litigation - Aetna Inc.'s TAR Disclosure

Counsel,

We write pursuant to the Court's directive to provide information regarding TAR.

Aetna Inc. intends to conduct a manual review of documents for responsiveness to the set of RFPs Aetna Inc. has agreed to produce, provided that the review proceeds under Aetna Inc.'s proposed search terms and custodians. Aetna Inc. expressly reserves the right to revisit that methodology if Plaintiffs expand the population of documents that Aetna Inc. must review such that manual review becomes overly burdensome and not proportional to the needs of the case.

Meritain Health Inc. is assessing the discovery requests Plaintiffs served on September 4th and will disclose its intended methodology after it serves its responses and objections to those requests, at the time required by the ESI protocol.

Best,  
Noah

**Noah McCullough**  
**Associate I Williams & Connolly LLP**  
680 Maine Avenue, S.W., Washington, DC 20024  
202-434-5434 | [nmccullough@wc.com](mailto:nmccullough@wc.com) | [www.wc.com](http://www.wc.com)

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# EXHIBIT B



Outlook

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**RE: In re: Zelis Repricing Antitrust Litigation, No. 1:25-cv-10734-BEM (D. Mass) – Search Terms**

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**From** Chen, Emily T. <echen@mcdermottlaw.com>**Date** Thu 9/24/2026 3:13 PM**To** haley <haley@paulllp.com>; Zelis Plaintiffs' Counsel <zelisplaintiffscounsel@paulllp.com>; Jason Hartley <hartley@hartleyllp.com>; rick <rick@paulllp.com>**Cc** Simon, Joshua <Jsimon@mcdermottlaw.com>; Haskel, Warren <Whaskel@mcdermottlaw.com>; Cosillos, Chelsea <Ccosillos@mcdermottlaw.com>; Ratnoff, David <Dratnoff@mcdermottlaw.com>; Dellon, Eric <Edellon@mcdermottlaw.com>; EXTERNAL RECIPIENTS - Zelis.Joint.Defense.Group <zelis.joint.defense.group@ropesgray.com> 3 attachments (185 KB)

2026-09-24 Draft Agreed Cigna Search Terms (revised)\_Cigna REDLINE.docx; 2026-09-24 FINAL Agreed Cigna Search Terms.docx; 2026-09-24 FINAL Agreed Cigna Search Terms.pdf;

Thanks, Haley. Search Terms 2 through 47 comport with Cigna's records. It appears, however, that an additional clause and open parenthesis were inadvertently inserted into Search Term 1, as reflected in the attached redline. Cigna has made that correction and attaches clean Word and PDF versions of the agreed-upon search terms.

Please confirm that the clean version is acceptable.

**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>**Sent:** Thursday, September 24, 2026 5:22 PM**To:** Chen, Emily T. <echen@mcdermottlaw.com>; Zelis Plaintiffs' Counsel <zelisplaintiffscounsel@paulllp.com>; Jason Hartley <hartley@hartleyllp.com>; Rick Paul <rick@paulllp.com>**Cc:** Simon, Joshua <Jsimon@mcdermottlaw.com>; Haskel, Warren <Whaskel@mcdermottlaw.com>;

Cosillos, Chelsea <Ccosillos@mcdermottlaw.com>; Ratnoff, David <Dratnoff@mcdermottlaw.com>; Dellon, Eric <Edellon@mcdermottlaw.com>; EXTERNAL RECIPIENTS - Zelis.Joint.Defense.Group <zelis.joint.defense.group@ropesgray.com>

**Subject:** RE: In re: Zelis Repricing Antitrust Litigation, No. 1:25-cv-10734-BEM (D. Mass) – Search Terms

**[ External Email ]**

Emily,

As you're confirming with Cigna's records, please refer to the attached version, which corrects a few discrepancies where we inadvertently pulled from the wrong column.

Thanks,  
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:** Haley Hawn

**Sent:** Thursday, September 24, 2026 4:03 PM

**To:** 'Chen, Emily T.' <[echen@mcdermottlaw.com](mailto:echen@mcdermottlaw.com)>; Zelis Plaintiffs' Counsel <[zelisplaintiffscounsel@paulllp.com](mailto:zelisplaintiffscounsel@paulllp.com)>; Jason Hartley <[hartley@hartleyllp.com](mailto:hartley@hartleyllp.com)>; Rick Paul <[rick@paulllp.com](mailto:rick@paulllp.com)>

**Cc:** 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)>; Ratnoff, David <[Dratnoff@mcdermottlaw.com](mailto:Dratnoff@mcdermottlaw.com)>; Dellon, Eric <[Edellon@mcdermottlaw.com](mailto:Edellon@mcdermottlaw.com)>; EXTERNAL RECIPIENTS - Zelis.Joint.Defense.Group <[zelis.joint.defense.group@ropesgray.com](mailto:zelis.joint.defense.group@ropesgray.com)>

**Subject:** RE: In re: Zelis Repricing Antitrust Litigation, No. 1:25-cv-10734-BEM (D. Mass) – Search Terms

Counsel,

Please check the attached clean draft against Cigna's records and advise of any inconsistencies.

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, September 24, 2026 12:47 PM  
**To:** Haley Hawn <[haley@paulllp.com](mailto:haley@paulllp.com)>; Zelis Plaintiffs' Counsel <[zelisplaintiffscounsel@paulllp.com](mailto:zelisplaintiffscounsel@paulllp.com)>; Jason Hartley <[hartley@hartleyllp.com](mailto:hartley@hartleyllp.com)>; Rick Paul <[rick@paulllp.com](mailto:rick@paulllp.com)>  
**Cc:** 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)>; Ratnoff, David <[Dratnoff@mcdermottlaw.com](mailto:Dratnoff@mcdermottlaw.com)>; Dellon, Eric <[Edellon@mcdermottlaw.com](mailto:Edellon@mcdermottlaw.com)>; EXTERNAL RECIPIENTS - Zelis.Joint.Defense.Group <[zelis.joint.defense.group@ropesgray.com](mailto:zelis.joint.defense.group@ropesgray.com)>  
**Subject:** RE: In re: Zelis Repricing Antitrust Litigation, No. 1:25-cv-10734-BEM (D. Mass) – Search Terms

Haley,

Thank you for confirming Plaintiffs' agreement to Cigna's counterproposal. We will review the clean sheet once circulated.

Cigna likewise reserves all rights and objections.

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:** Thursday, September 24, 2026 1:18 PM

**To:** Chen, Emily T. <[echen@mcdermottlaw.com](mailto:echen@mcdermottlaw.com)>; Zelis Plaintiffs' Counsel <[zelisplaintiffscounsel@paulllp.com](mailto:zelisplaintiffscounsel@paulllp.com)>; Jason Hartley <[hartley@hartleyllp.com](mailto:hartley@hartleyllp.com)>; Rick Paul <[rick@paulllp.com](mailto:rick@paulllp.com)>

**Cc:** 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)>; Ratnoff, David <[Dratnoff@mcdermottlaw.com](mailto:Dratnoff@mcdermottlaw.com)>; Dellon, Eric <[Edellon@mcdermottlaw.com](mailto:Edellon@mcdermottlaw.com)>; EXTERNAL RECIPIENTS - Zelis.Joint.Defense.Group <[zelis.joint.defense.group@ropesgray.com](mailto:zelis.joint.defense.group@ropesgray.com)>

**Subject:** RE: In re: Zelis Repricing Antitrust Litigation, No. 1:25-cv-10734-BEM (D. Mass) – Search Terms

**[ External Email ]**

Emily,

Thank you for confirming Cigna's answers to our syntax questions and providing Cigna's counterproposal. Plaintiffs agree to those terms and will circulate a clean sheet.

Plaintiffs' agreement to these terms does not waive any rights or objections concerning Cigna's responses and objections to their RFPs, the relevant time period, or initial proposed custodians. Plaintiffs reserve all rights.

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:** Wednesday, September 23, 2026 6:33 PM

**To:** Haley Hawn <[haley@paulllp.com](mailto:haley@paulllp.com)>; Zelis Plaintiffs' Counsel <[zelisplaintiffscounsel@paulllp.com](mailto:zelisplaintiffscounsel@paulllp.com)>; Jason Hartley <[hartley@hartleyllp.com](mailto:hartley@hartleyllp.com)>; Rick Paul <[rick@paulllp.com](mailto:rick@paulllp.com)>

**Cc:** 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)>; Ratnoff, David <[Dratnoff@mcdermottlaw.com](mailto:Dratnoff@mcdermottlaw.com)>; Dellon, Eric <[Edellon@mcdermottlaw.com](mailto:Edellon@mcdermottlaw.com)>; EXTERNAL RECIPIENTS - Zelis.Joint.Defense.Group <[zelis.joint.defense.group@ropesgray.com](mailto:zelis.joint.defense.group@ropesgray.com)>

**Subject:** RE: In re: Zelis Repricing Antitrust Litigation, No. 1:25-cv-10734-BEM (D. Mass) – Search Terms

Haley,

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:** Chen, Emily T. <[echen@mcdermottlaw.com](mailto:echen@mcdermottlaw.com)>

**Sent:** Tuesday, September 22, 2026 11:59 PM

**To:** Haley Hawn <[haley@paulllp.com](mailto:haley@paulllp.com)>; Zelis Plaintiffs' Counsel <[zelisplaintiffscounsel@paulllp.com](mailto:zelisplaintiffscounsel@paulllp.com)>; Jason Hartley <[hartley@hartleyllp.com](mailto:hartley@hartleyllp.com)>; Rick Paul <[rick@paulllp.com](mailto:rick@paulllp.com)>

**Cc:** 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)>; Dellon, Eric <[Edellon@mcdermottlaw.com](mailto:Edellon@mcdermottlaw.com)>; EXTERNAL RECIPIENTS - Zelis.Joint.Defense.Group <[zelis.joint.defense.group@ropesgray.com](mailto:zelis.joint.defense.group@ropesgray.com)>

**Subject:** RE: In re: Zelis Repricing Antitrust Litigation, No. 1:25-cv-10734-BEM (D. Mass) – Search Terms

Haley,

Cigna was prepared to respond this evening to Plaintiffs' August 18 counterproposal. Plaintiffs' latest proposal, however, makes additional revisions to multiple strings—including expanding several proximity connectors from W/25 to W/50—and re-adds search string P52, which Plaintiffs previously withdrew.

Cigna does not agree that these are merely “minor revisions.” Given the timing and scope of the changes, Cigna will need to review the revised strings, assess the impact of the expanded proximity connectors and re-added term, and confer with its e-discovery vendor. Cigna will respond as soon as practicable.

Emily

**Emily T. Chen**

Partner

T: +1 212 547 5777 | M: +1 929 793 3080 | F: +1 212 547 5444

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One Vanderbilt Avenue New York, NY 10017 USA



---

**From:** Haley Hawn <[haley@paulllp.com](mailto:haley@paulllp.com)>

**Sent:** Tuesday, September 22, 2026 11:09 PM

**To:** Cosillos, Chelsea <[Ccosillos@mcdermottlaw.com](mailto:Ccosillos@mcdermottlaw.com)>; Zelis Plaintiffs' Counsel <[zelisplaintiffscounsel@paulllp.com](mailto:zelisplaintiffscounsel@paulllp.com)>; Jason Hartley <[hartley@hartleyllp.com](mailto:hartley@hartleyllp.com)>; Rick Paul <[rick@paulllp.com](mailto:rick@paulllp.com)>

**Cc:** Simon, Joshua <[Jsimon@mcdermottlaw.com](mailto:Jsimon@mcdermottlaw.com)>; Haskel, Warren <[Whaskel@mcdermottlaw.com](mailto:Whaskel@mcdermottlaw.com)>; Chen, Emily T. <[echen@mcdermottlaw.com](mailto:echen@mcdermottlaw.com)>; Dellon, Eric <[Edellon@mcdermottlaw.com](mailto:Edellon@mcdermottlaw.com)>; EXTERNAL RECIPIENTS - Zelis.Joint.Defense.Group <[zelis.joint.defense.group@ropesgray.com](mailto:zelis.joint.defense.group@ropesgray.com)>

**Subject:** RE: In re: Zelis Repricing Antitrust Litigation, No. 1:25-cv-10734-BEM (D. Mass) – Search Terms

**[ External Email ]**

Counsel,

Considering Cigna’s disclosure that it will use TAR to further cull documents returned by search terms, Plaintiffs have minor revisions to their prior proposal, attached here. The edits are to strings 11, 14, 35, 40, 49, 51, 53, and 55, and are largely just expansions to proximity connectors.

Moreover, in conducting a final review, we noticed that string 52 was inadvertently withdraw. Plaintiffs have re-added it in the attached. For ease of reference, all revisions are in yellow highlight in Column F.

Please confirm whether Cigna agrees to this proposal as soon as possible. Please also confirm that these terms are not case sensitive, and that Cigna’s vendor uses \* as a root expander.

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:** Haley Hawn

**Sent:** Friday, September 18, 2026 9:30 PM

**To:** 'Cosillos, Chelsea' <[Ccosillos@mcdermottlaw.com](mailto:Ccosillos@mcdermottlaw.com)>; Zelis Plaintiffs' Counsel <[zelisplaintiffscounsel@paulllp.com](mailto:zelisplaintiffscounsel@paulllp.com)>; Jason Hartley <[hartley@hartleyllp.com](mailto:hartley@hartleyllp.com)>; Rick Paul <[rick@paulllp.com](mailto:rick@paulllp.com)>

**Cc:** Simon, Joshua <[Jsimon@mcdermottlaw.com](mailto:Jsimon@mcdermottlaw.com)>; Haskel, Warren <[Whaskel@mcdermottlaw.com](mailto:Whaskel@mcdermottlaw.com)>; Chen, Emily T. <[echen@mcdermottlaw.com](mailto:echen@mcdermottlaw.com)>; Dellon, Eric <[Edellon@mcdermottlaw.com](mailto:Edellon@mcdermottlaw.com)>; EXTERNAL RECIPIENTS - Zelis.Joint.Defense.Group <[zelis.joint.defense.group@ropesgray.com](mailto:zelis.joint.defense.group@ropesgray.com)>

**Subject:** RE: In re: Zelis Repricing Antitrust Litigation, No. 1:25-cv-10734-BEM (D. Mass) – Search Terms

Counsel,

Please see attached correspondence and spreadsheet. We ask that Cigna respond by Tuesday, September 22 to allow the parties sufficient time to evaluate their positions before the Court's Friday deadline regarding search terms.

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:** Cosillos, Chelsea <[Ccosillos@mcdermottlaw.com](mailto:Ccosillos@mcdermottlaw.com)>  
**Sent:** Wednesday, September 16, 2026 1:44 PM  
**To:** Zelis Plaintiffs' Counsel <[zelisplaintiffscounsel@paulllp.com](mailto:zelisplaintiffscounsel@paulllp.com)>; Jason Hartley <[hartley@hartleyllp.com](mailto:hartley@hartleyllp.com)>; Rick Paul <[rick@paulllp.com](mailto:rick@paulllp.com)>; Haley Hawn <[haley@paulllp.com](mailto:haley@paulllp.com)>  
**Cc:** Simon, Joshua <[jsimon@mcdermottlaw.com](mailto:jsimon@mcdermottlaw.com)>; Haskel, Warren <[Whaskel@mcdermottlaw.com](mailto:Whaskel@mcdermottlaw.com)>; Chen, Emily T. <[echen@mcdermottlaw.com](mailto:echen@mcdermottlaw.com)>; Dellon, Eric <[Edellon@mcdermottlaw.com](mailto:Edellon@mcdermottlaw.com)>;  
**EXTERNAL RECIPIENTS - Zelis.Joint.Defense.Group** <[zelis.joint.defense.group@ropesgray.com](mailto:zelis.joint.defense.group@ropesgray.com)>  
**Subject:** In re: Zelis Repricing Antitrust Litigation, No. 1:25-cv-10734-BEM (D. Mass) – Search Terms

Counsel,

As you are aware, at Monday's hearing, Magistrate Judge Boal directed the parties to submit their respective search term proposals to the Court by next Friday in the event that they are unable to reach agreement. To facilitate further discussion regarding search terms in advance of that deadline, Cigna is re-sending its August 21, 2026 proposed search terms, which remain Cigna's proposal. Cigna believes these terms are reasonable and proportional to the needs of the case and the current schedule. By contrast, Plaintiffs' last two proposed sets of terms returned hits on every document against which they were run, underscoring Cigna's concern that those proposals are overbroad, unduly burdensome, and not appropriately tailored.

Please let us know whether Plaintiffs agree to Cigna's proposed search terms. If Plaintiffs do not agree, please provide Plaintiffs' counterproposal by this Friday, September 18 to allow the parties sufficient time to meet and confer before the Court's September 25 deadline. Cigna remains willing to consider reasonable, targeted proposals, but does not believe that search terms yielding hits across the entire document population are proportional or workable.

Additionally, pursuant to the Court's direction to provide information regarding TAR, Cigna states that it intends to use TAR for some of the documents it has collected.

Please let us know if you'd like discuss.

Thanks,

**Chelsea Cosillos**  
Partner  
(she/her/hers)

T: +1 212 547 5356 | F: +1 212 547 5444  
[ccosillos@mcdermottlaw.com](mailto:ccosillos@mcdermottlaw.com) | [LinkedIn](#)

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\*\*\*\*\*

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\*\*\*\*\*

Please visit <http://www.mcdermottlaw.com/> for more information about our Firm.

# EXHIBIT C



Outlook

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**RE: In re Zelis Repricing Antitrust Litigation - Plaintiffs' Revised Search Terms to Elevance**

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**From** Brad Barringer <brad.barringer@nelsonmullins.com>**Date** Thu 9/24/2026 2:29 PM**To** haley <haley@paulllp.com>; Zelis Plaintiffs' Counsel <zelisplaintiffscounsel@paulllp.com>**Cc** Hogan, E. Desmond <desmond.hogan@hoganlovells.com>; justin.bernick@hoganlovells.com <justin.bernick@hoganlovells.com>; david.maxwell@hlc.com <david.maxwell@hlc.com>; Alexandra.Bailey@hoganlovells.com <Alexandra.Bailey@hoganlovells.com>; Julie Flaming <julie.flaming@nelsonmullins.com>; Marissa Wolfson <marissa.wolfson@nelsonmullins.com>; Lianna Donovan <lianna.donovan@nelsonmullins.com>

1 attachment (20 KB)

2026.09.24 - Zelis Repricing Antitrust Litigation - Final Agreed Search Terms - Elevance Health.xlsx;

Haley,

Thank you for the quick response. We appreciate everyone's efforts in getting this resolved. We understand that both sides are reserving their rights, and we're glad we were able to reach an agreement. I've attached the final version of the terms as agreed. We look forward to continuing to work with you.

Best,  
Brad

**BRAD BARRINGER** | **NELSON MULLINS RILEY & SCARBOROUGH LLP** | [brad.barringer@nelsonmullins.com](mailto:brad.barringer@nelsonmullins.com)  
1320 Main St., Meridian Bldg. 17th Floor | Columbia, SC 29201 | P: 803-255-9707

---

**From:** Haley Hawn <haley@paulllp.com>**Sent:** Thursday, September 24, 2026 11:19 AM**To:** Brad Barringer <brad.barringer@nelsonmullins.com>; Zelis Plaintiffs' Counsel <zelisplaintiffscounsel@paulllp.com>**Cc:** Hogan, E. Desmond <desmond.hogan@hoganlovells.com>; justin.bernick@hoganlovells.com; david.maxwell@hlc.com; Alexandra.Bailey@hoganlovells.com; Julie Flaming <julie.flaming@nelsonmullins.com>; Marissa Wolfson <marissa.wolfson@nelsonmullins.com>; Lianna Donovan <lianna.donovan@nelsonmullins.com>**Subject:** RE: In re Zelis Repricing Antitrust Litigation - Plaintiffs' Revised Search Terms to Elevance

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Brad,

Thank you for confirming Elevance's answers to our syntax questions. Plaintiffs accept Elevance's revision to Term 7 and will look out for the final clean sheet. Upon receipt, we will confirm that it matches our records.

Plaintiffs' agreement to these search terms does not waive any rights or objections concerning Elevance's responses and objections to their RFPs, the relevant time period, or initial proposed custodians. Plaintiffs reserve all rights.

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:** Brad Barringer <[brad.barringer@nelsonmullins.com](mailto:brad.barringer@nelsonmullins.com)>  
**Sent:** Wednesday, September 23, 2026 8:00 PM  
**To:** Haley Hawn <[haley@paulllp.com](mailto:haley@paulllp.com)>; Zelis Plaintiffs' Counsel <[zelisplaintiffscounsel@paulllp.com](mailto:zelisplaintiffscounsel@paulllp.com)>  
**Cc:** Hogan, E. Desmond <[desmond.hogan@hoganlovells.com](mailto:desmond.hogan@hoganlovells.com)>; [justin.bernick@hoganlovells.com](mailto:justin.bernick@hoganlovells.com); [david.maxwell@hlc.com](mailto:david.maxwell@hlc.com); [Alexandra.Bailey@hoganlovells.com](mailto:Alexandra.Bailey@hoganlovells.com); Julie Flaming <[julie.flaming@nelsonmullins.com](mailto:julie.flaming@nelsonmullins.com)>; Marissa Wolfson <[marissa.wolfson@nelsonmullins.com](mailto:marissa.wolfson@nelsonmullins.com)>; Lianna Donovan <[lianna.donovan@nelsonmullins.com](mailto:lianna.donovan@nelsonmullins.com)>  
**Subject:** RE: In re Zelis Repricing Antitrust Litigation - Plaintiffs' Revised Search Terms to Elevance

Haley,

Thank you for Plaintiffs' September 22 counterproposal. In the interest of resolving the remaining search-term issues, Elevance is prepared to accept Plaintiffs' proposed revisions to the remaining terms, including strings 4, 7, 34, and 35, subject to the following adjustment to term 7:

- Term 7: Plaintiffs' proposed revision returns 27,762 hits, including 20,727 unique hits not captured by any other term. Elevance nevertheless proposes one limited modification that should permit the parties to resolve the term. The use of *pric\** in the second concept group is redundant with several terms in the first concept group and, as a result, defeats the use of a connector all together. Elevance therefore proposes removing *pric\** from the second concept group and otherwise accepting Plaintiffs' revised Term 7. The resulting term would be **((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 "Network360" OR "Network 360") w/10 (~~pric\*~~ OR strategy OR "OON Repri\*" OR caps OR benchmark\* OR percent\* OR negotiat\* OR paramet\* OR preference))**

Please let us know by no later than **the morning of Thursday, September 24, Eastern Time**, whether Plaintiffs will accept this proposal. If so, we believe the parties will have resolved the remaining search-term disputes and will circulate a final term list.

Elevance's agreement to these search terms is based on the custodians it disclosed on June 12, 2026 and the January 1, 2018 through June 25, 2026 date range. Elevance reserves the right to revisit individual terms or the search-term set as a whole if additional custodians are agreed upon or ordered or if the applicable date range is expanded. Further, Elevance does not waive or withdraw, and expressly preserves, all objections to Plaintiffs' RFPs or to the production, withholding, or responsiveness of documents returned by any search term.

For completeness, we confirm that the search terms are not case sensitive and that Elevance's vendor uses the asterisk as a root expander.

Best,  
Brad

**BRAD BARRINGER** | **NELSON MULLINS RILEY & SCARBOROUGH LLP** | [brad.barringer@nelsonmullins.com](mailto:brad.barringer@nelsonmullins.com)  
1320 Main St., Meridian Bldg. 17th Floor | Columbia, SC 29201 | P: 803-255-9707

---

**From:** Haley Hawn <[haley@paulllp.com](mailto:haley@paulllp.com)>  
**Sent:** Tuesday, September 22, 2026 6:56 PM  
**To:** Brad Barringer <[brad.barringer@nelsonmullins.com](mailto:brad.barringer@nelsonmullins.com)>; Zelis Plaintiffs' Counsel <[zelisplaintiffscounsel@paulllp.com](mailto:zelisplaintiffscounsel@paulllp.com)>  
**Cc:** Hogan, E. Desmond <[desmond.hogan@hoganlovells.com](mailto:desmond.hogan@hoganlovells.com)>; [justin.bernick@hoganlovells.com](mailto:justin.bernick@hoganlovells.com); [david.maxwell@hlc.com](mailto:david.maxwell@hlc.com); [Alexandra.Bailey@hoganlovells.com](mailto:Alexandra.Bailey@hoganlovells.com); Julie Flaming <[julie.flaming@nelsonmullins.com](mailto:julie.flaming@nelsonmullins.com)>; Marissa Wolfson <[marissa.wolfson@nelsonmullins.com](mailto:marissa.wolfson@nelsonmullins.com)>; Lianna Donovan <[lianna.donovan@nelsonmullins.com](mailto:lianna.donovan@nelsonmullins.com)>  
**Subject:** RE: In re Zelis Repricing Antitrust Litigation - Plaintiffs' Revised Search Terms to Elevance

Brad,

Thank you for your response. In an effort to reach resolution, Plaintiffs are prepared to accept Elevance's counterproposals to strings 20 and 24 on the condition that Elevance accept Plaintiffs' counterproposals to strings 4 and 7. Plaintiffs also request that Elevance withdraw its objection to string 34, as documents and communication regarding Zelis' OON Repricing Services provided to any government entity—such as those submitted in response to investigations—are directly relevant to Plaintiffs' claims. Finally, Plaintiffs have added proposed string 35 to capture a topic that was inadvertently omitted in prior negotiations. These proposals are highlighted in yellow in the attached for convenience.

Please advise if Elevance accepts this proposal as soon as possible. Out of an abundance of caution, please also confirm that the search terms are not case sensitive, and that Elevance's vendor uses \* as a root expander.

Thanks,  
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:** Brad Barringer <[brad.barringer@nelsonmullins.com](mailto:brad.barringer@nelsonmullins.com)>  
**Sent:** Monday, September 21, 2026 3:24 PM  
**To:** Haley Hawn <[haley@paulllp.com](mailto:haley@paulllp.com)>; Zelis Plaintiffs' Counsel <[zelisplaintiffscounsel@paulllp.com](mailto:zelisplaintiffscounsel@paulllp.com)>  
**Cc:** Hogan, E. Desmond <[desmond.hogan@hoganlovells.com](mailto:desmond.hogan@hoganlovells.com)>; [justin.bernick@hoganlovells.com](mailto:justin.bernick@hoganlovells.com); [david.maxwell@hlc.com](mailto:david.maxwell@hlc.com); [Alexandra.Bailey@hoganlovells.com](mailto:Alexandra.Bailey@hoganlovells.com); Julie Flaming <[julie.flaming@nelsonmullins.com](mailto:julie.flaming@nelsonmullins.com)>; Marissa Wolfson <[marissa.wolfson@nelsonmullins.com](mailto:marissa.wolfson@nelsonmullins.com)>; Lianna Donovan <[lianna.donovan@nelsonmullins.com](mailto:lianna.donovan@nelsonmullins.com)>  
**Subject:** RE: In re Zelis Repricing Antitrust Litigation - Plaintiffs' Revised Search Terms to Elevance

Haley,

Thank you for Plaintiffs' counterproposal. We appreciate the work put into this proposal and believe the parties are now close to resolving the remaining search term issues.

Attached is Elevance's response. Elevance has accepted Plaintiffs' counterproposals and additional terms in many instances. For the five terms that remain in discussion, Elevance has provided its objections and hit counts in accordance with Section E(3)(e) of the ESI Protocol. Those terms collectively return 100,173 unique, deduplicated hits, or 187,704 documents when families are included. In addition to the hit counts, Elevance has also provided counterproposals for terms where appropriate, and we hope that these limited counterproposals will allow the parties to reach agreement.

If any issues remain after Plaintiffs review Elevance's response, we are available to meet and confer tomorrow between 10:00 AM and 3:00 PM CT or Wednesday between Noon and 4:00 PM CT.

Best,  
Brad

**BRAD BARRINGER** | **NELSON MULLINS RILEY & SCARBOROUGH LLP** | [brad.barringer@nelsonmullins.com](mailto:brad.barringer@nelsonmullins.com)  
1320 Main St., Meridian Bldg. 17th Floor | Columbia, SC 29201 | P: 803-255-9707

---

**From:** Haley Hawn <[haley@paulllp.com](mailto:haley@paulllp.com)>  
**Sent:** Wednesday, September 16, 2026 6:00 PM  
**To:** Brad Barringer <[brad.barringer@nelsonmullins.com](mailto:brad.barringer@nelsonmullins.com)>; Lianna Donovan <[lianna.donovan@nelsonmullins.com](mailto:lianna.donovan@nelsonmullins.com)>; Zelis Plaintiffs' Counsel <[zelisplaintiffscounsel@paulllp.com](mailto:zelisplaintiffscounsel@paulllp.com)>  
**Cc:** Hogan, E. Desmond <[desmond.hogan@hoganlovells.com](mailto:desmond.hogan@hoganlovells.com)>; [justin.bernick@hoganlovells.com](mailto:justin.bernick@hoganlovells.com); [david.maxwell@hlc.com](mailto:david.maxwell@hlc.com); [Alexandra.Bailey@hoganlovells.com](mailto:Alexandra.Bailey@hoganlovells.com); Julie Flaming <[julie.flaming@nelsonmullins.com](mailto:julie.flaming@nelsonmullins.com)>; Marissa Wolfson <[marissa.wolfson@nelsonmullins.com](mailto:marissa.wolfson@nelsonmullins.com)>  
**Subject:** RE: In re Zelis Repricing Antitrust Litigation - Plaintiffs' Revised Search Terms to Elevance

---

Brad,

Please see attached correspondence. As stated in our letter, please provide your response to Plaintiffs' proposal by Monday, September 21. We are available to meet and confer if helpful.

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:** Brad Barringer <[brad.barringer@nelsonmullins.com](mailto:brad.barringer@nelsonmullins.com)>  
**Sent:** Friday, September 4, 2026 12:00 PM  
**To:** Lianna Donovan <[lianna.donovan@nelsonmullins.com](mailto:lianna.donovan@nelsonmullins.com)>; Haley Hawn <[haley@paulllp.com](mailto:haley@paulllp.com)>;  
Zelis Plaintiffs' Counsel <[zelisplaintiffscounsel@paulllp.com](mailto:zelisplaintiffscounsel@paulllp.com)>  
**Cc:** Hogan, E. Desmond <[desmond.hogan@hoganlovells.com](mailto:desmond.hogan@hoganlovells.com)>; [justin.bernick@hoganlovells.com](mailto:justin.bernick@hoganlovells.com);  
[david.maxwell@hlc.com](mailto:david.maxwell@hlc.com); [Alexandra.Bailey@hoganlovells.com](mailto:Alexandra.Bailey@hoganlovells.com); Julie Flaming  
<[julie.flaming@nelsonmullins.com](mailto:julie.flaming@nelsonmullins.com)>; Marissa Wolfson <[marissa.wolfson@nelsonmullins.com](mailto:marissa.wolfson@nelsonmullins.com)>  
**Subject:** RE: In re Zelis Repricing Antitrust Litigation - Plaintiffs' Revised Search Terms to Elevance

Haley,

Attached are Elevance Health Inc.'s ("Elevance") objections and hit counts for Plaintiffs' August 26 proposed search terms ("Plaintiffs' August 26 Proposal"), provided pursuant to Section V.E.3(e) of the ESI Protocol. In addition to the term-specific objections in the attachment, Elevance maintains that its broader objections set forth in its August 21, 2026 letter continue to apply to Plaintiffs' August 26 Proposal, namely, that Plaintiffs' proposed terms are overbroad, not reasonably targeted to responsive content, technically deficient, and not compliant with the ESI Protocol.

Plaintiffs' August 26 Proposal also appears to ignore Elevance's repeated disclosures, including in its July 1, 2026 and August 21, 2026 letters, that it will use search-term culling (rather than TAR). Plaintiffs' August 26 Proposal also fails to provide Plaintiffs' objections to the proposed search terms Elevance provided on July 1 despite Elevance's request for same and notice to Plaintiffs on August 21 that, absent this information, Elevance would proceed with its July 1 terms. Whereas Elevance's proposed terms are targeted on their face to identify responsive content, Plaintiffs' unexplained and generalized revisions leave Elevance unable to meaningfully assess the relevance, scope, or

proportionality of Plaintiffs' counterproposal.

Several categories of defect recur throughout Plaintiffs' August 26 Proposal and are reflected in the attached term-specific objections. First, Plaintiffs replaced the proximity connectors in Elevance's terms with AND connectors, which permits concept groups to appear anywhere in the same document, pages apart and in wholly unrelated contexts. Second, the vast majority of Plaintiffs' revised terms exceed the 450-character limit of Elevance's e-discovery platform (which Elevance disclosed to Plaintiffs on July 1 and raised again on August 21), and had to be reformatted into multiple sub-queries in order to execute at all. Third, numerous terms contain stop words (again, in disregard of Elevance's July 1 and August 21 correspondence). These categories are not exhaustive, and additional defects specific to individual terms are identified in the attachment. Because a number of Plaintiffs' terms could not be executed as submitted, Elevance reformatted them into multiple sub-queries in order to generate hit counts. The counts reported in the attachment therefore reflect Elevance's good-faith effort to comply with Section V.E.3(e) of the ESI Protocol notwithstanding the defects in Plaintiffs' August 26 Proposal, and they should be understood as a conservative measure of the burden Plaintiffs' terms would impose.

Elevance remains willing to meet and confer and consider reasonable modifications and/or additions to specific terms it proposed on July 1. To make that discussion productive, Elevance again asks that Plaintiffs identify, on a term-by-term basis, the rationale for why a particular July 1 term remains in dispute and the basis for Plaintiffs' position that a proposed revision and/or addition is necessary. Elevance reserves all rights and objections, including its objections to the relevance, breadth, burden, and proportionality of Plaintiffs' proposed terms, and its right to supplement these objections.

Thanks,  
Brad

**BRAD BARRINGER** | **NELSON MULLINS RILEY & SCARBOROUGH LLP** | [brad.barringer@nelsonmullins.com](mailto:brad.barringer@nelsonmullins.com)  
1320 Main St., Meridian Bldg. 17th Floor | Columbia, SC 29201 | P: 803-255-9707

---

**From:** Lianna Donovan <[lianna.donovan@nelsonmullins.com](mailto:lianna.donovan@nelsonmullins.com)>  
**Sent:** Monday, August 31, 2026 9:53 PM  
**To:** Haley Hawn <[haley@paulllp.com](mailto:haley@paulllp.com)>; Brad Barringer <[brad.barringer@nelsonmullins.com](mailto:brad.barringer@nelsonmullins.com)>; Zelis Plaintiffs' Counsel <[zelisplaintiffscounsel@paulllp.com](mailto:zelisplaintiffscounsel@paulllp.com)>  
**Cc:** Hogan, E. Desmond <[desmond.hogan@hoganlovells.com](mailto:desmond.hogan@hoganlovells.com)>; [justin.bernick@hoganlovells.com](mailto:justin.bernick@hoganlovells.com); [david.maxwell@hlc.com](mailto:david.maxwell@hlc.com); [Alexandra.Bailey@hoganlovells.com](mailto:Alexandra.Bailey@hoganlovells.com); Julie Flaming <[julie.flaming@nelsonmullins.com](mailto:julie.flaming@nelsonmullins.com)>; Marissa Wolfson <[marissa.wolfson@nelsonmullins.com](mailto:marissa.wolfson@nelsonmullins.com)>  
**Subject:** RE: In re Zelis Repricing Antitrust Litigation - Plaintiffs' Revised Search Terms to Elevance

Haley,

We disagree with Plaintiffs' characterizations below. Elevance's Augst 21 letter explains why Plaintiffs' July 31 search term proposal did not comply with the ESI Protocol and we refer Plaintiffs to that correspondence. Plaintiffs' August 26 search term proposal continues to present substantial technical and substantive defects that Elevance must address before the proposed terms can be run, which will take some time.

Elevance expects to provide hit counts and its objections to Plaintiffs' August 26 search terms no later than next Monday, September 7. We agree that a meet and confer will be more productive after Plaintiffs receive Elevance's responses and objections.

Thank you.

Lianna



---

LIANNA E. DONOVAN **PARTNER**

[lianna.donovan@nelsonmullins.com](mailto:lianna.donovan@nelsonmullins.com)

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---

**From:** Haley Hawn <[haley@paulllp.com](mailto:haley@paulllp.com)>

**Sent:** Friday, August 28, 2026 3:29 PM

**To:** Brad Barringer <[brad.barringer@nelsonmullins.com](mailto:brad.barringer@nelsonmullins.com)>; Zelis Plaintiffs' Counsel  
<[zelisplaintiffscounsel@paulllp.com](mailto:zelisplaintiffscounsel@paulllp.com)>

**Cc:** Hogan, E. Desmond <[desmond.hogan@hoganlovells.com](mailto:desmond.hogan@hoganlovells.com)>; [justin.bernick@hoganlovells.com](mailto:justin.bernick@hoganlovells.com);  
[david.maxwell@hlc.com](mailto:david.maxwell@hlc.com); [Alexandra.Bailey@hoganlovells.com](mailto:Alexandra.Bailey@hoganlovells.com); Julie Flaming  
<[julie.flaming@nelsonmullins.com](mailto:julie.flaming@nelsonmullins.com)>; Lianna Donovan <[lianna.donovan@nelsonmullins.com](mailto:lianna.donovan@nelsonmullins.com)>;  
Marissa Wolfson <[marissa.wolfson@nelsonmullins.com](mailto:marissa.wolfson@nelsonmullins.com)>

**Subject:** RE: In re Zelis Repricing Antitrust Litigation - Plaintiffs' Revised Search Terms to Elevance

---

Brad,

Any delay comes at the fault of Elevance, as it refused Plaintiffs' timely search terms and demanded that Plaintiffs re-submit individual proposals before it would engage. There was no mention in Elevance's letter that should Plaintiffs resubmit at Elevance's request, that Elevance would restart the 30-day clock to submit a hit report and objections by August 31. Should Elevance require an extension, Plaintiffs would be amenable to a week.

For clarity, the 7/21/26 reference in the attachment should have read 7/1/26—that was an inadvertent error. We are happy to discuss your remaining concerns in a meet and confer but believe it would be more productive to schedule any meet and confer after we receive Elevance's objections. Please let us know if you disagree.

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:** Brad Barringer <[brad.barringer@nelsonmullins.com](mailto:brad.barringer@nelsonmullins.com)>  
**Sent:** Friday, August 28, 2026 9:47 AM  
**To:** Haley Hawn <[haley@paulllp.com](mailto:haley@paulllp.com)>; Zelis Plaintiffs' Counsel <[zelisplaintiffscounsel@paulllp.com](mailto:zelisplaintiffscounsel@paulllp.com)>  
**Cc:** Hogan, E. Desmond <[desmond.hogan@hoganlovells.com](mailto:desmond.hogan@hoganlovells.com)>; [justin.bernick@hoganlovells.com](mailto:justin.bernick@hoganlovells.com); [david.maxwell@hlc.com](mailto:david.maxwell@hlc.com); [Alexandra.Bailey@hoganlovells.com](mailto:Alexandra.Bailey@hoganlovells.com); Julie Flaming <[julie.flaming@nelsonmullins.com](mailto:julie.flaming@nelsonmullins.com)>; Lianna Donovan <[lianna.donovan@nelsonmullins.com](mailto:lianna.donovan@nelsonmullins.com)>; Marissa Wolfson <[marissa.wolfson@nelsonmullins.com](mailto:marissa.wolfson@nelsonmullins.com)>  
**Subject:** RE: In re Zelis Repricing Antitrust Litigation - Plaintiffs' Revised Search Terms to Elevance

Counsel,

We are in receipt of Plaintiffs' August 26, 2026 letter regarding search terms. Plaintiffs describe the attached terms as a further revision to "their July 31 search term proposals," yet the attachment itself is titled "Proposed Revisions and Additions to Elevance's 7/21/26 Proposed Search Terms." To clarify, Elevance provided its terms on 7/1/2026, not 7/21/26. In any event, the August 26 terms—however styled—suffer from the same defects Elevance identified in its August 21 correspondence: Plaintiffs continue to propose entirely new strings that cannot be considered "revisions and additions" as required under the parties' ESI Protocol.

Plaintiffs' proposed August 31 deadline is not appropriate. That deadline assumes Plaintiffs served compliant terms in response to Elevance's July 1 proposal. As we have noted previously, Plaintiffs' July 31 proposal did not comply with the procedure required under the ESI Protocol. The August 26 terms fail for the same reasons and were served only three business days before the requested deadline. Given Plaintiffs' continued delay in proposing appropriate and technically workable terms, Plaintiffs have no basis to demand that Elevance produce the requested materials by August 31.

In any event, Elevance is correcting syntax and obtaining hit counts. Beyond the continued overbreadth and lack of relevance of many terms, Plaintiffs' August 26 transmittal does not address any of the concerns raised in the August 21 letter. For example, Plaintiffs still fail to account for the fact that Elevance is not using TAR, continue to use stop words Elevance has disclosed, and ask Elevance to run terms that exceed the character limitation of its disclosed platform. Given these continuing deficiencies, Elevance expects that the necessary corrections to Plaintiffs' terms will take time.

Please let us know if you'd like to discuss.

Thanks,

Brad

**BRAD BARRINGER** | **NELSON MULLINS RILEY & SCARBOROUGH LLP** | [brad.barringer@nelsonmullins.com](mailto:brad.barringer@nelsonmullins.com)  
1320 Main St., Meridian Bldg. 17th Floor | Columbia, SC 29201 | P: 803-255-9707

---

**From:** Haley Hawn <[haley@paulllp.com](mailto:haley@paulllp.com)>  
**Sent:** Wednesday, August 26, 2026 9:44 PM  
**To:** Brad Barringer <[brad.barringer@nelsonmullins.com](mailto:brad.barringer@nelsonmullins.com)>; Hogan, E. Desmond <[desmond.hogan@hoganlovells.com](mailto:desmond.hogan@hoganlovells.com)>; [justin.bernick@hoganlovells.com](mailto:justin.bernick@hoganlovells.com); [david.maxwell@hlc.com](mailto:david.maxwell@hlc.com); [Alexandra.Bailey@hoganlovells.com](mailto:Alexandra.Bailey@hoganlovells.com)  
**Cc:** Zelis Plaintiffs' Counsel <[zelisplaintiffscounsel@paulllp.com](mailto:zelisplaintiffscounsel@paulllp.com)>  
**Subject:** In re Zelis Repricing Antitrust Litigation - Plaintiffs' Revised Search Terms to Elevance

---

Counsel,

Please see attached correspondence.

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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# EXHIBIT D



Outlook

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**RE: In Re: Zelis Repricing Antitrust Litigation; Case No.: 1:25-cv-10734-BEM**

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**From** Waldin, Ben <bwaldin@EimerStahl.com>**Date** Thu 9/24/2026 9:26 AM**To** haley <haley@paulllp.com>; Mari Stewart <Mari@paulllp.com>; Solberg, Scott <ssolberg@EimerStahl.com>; Jacobsen, Vanessa G. <vjacobsen@EimerStahl.com>; Hady, Elizabeth <ehady@EimerStahl.com>; justin.kingsolver@bclplaw.com <justin.kingsolver@bclplaw.com>; david.schwartz@bclplaw.com <david.schwartz@bclplaw.com>; lily.rudy@bclplaw.com <lily.rudy@bclplaw.com>; jobrien@lovettobrien.com <jobrien@lovettobrien.com>**Cc** Zelis Plaintiffs' Counsel <zelisplaintiffscounsel@paulllp.com>; EXTERNAL RECIPIENTS - Zelis.Joint.Defense.Group <zelis.joint.defense.group@ropesgray.com>

Thank you Haley,

We have confirmed with our vendor that the ! wildcard was substituted as \* on their end to ensure that it properly operated as a root expander as expected. With respect to the "all caps()" operator it is the case that all our system is not case sensitive except where operators like that are used. So, for example, using "allcaps(UHG)" will return only documents with "UHG" in capital letters and not "uhg" in lowercase letters. That was intentional in our proposals 1-47.

We are still confirming that the Word document you shared totally aligns with our understanding, but we have not identified any discrepancies at this time.

Regards,

Ben

---

**Ben Waldin**  
**Partner**  
312-660-7631  
[www.eimerstahl.com](http://www.eimerstahl.com)

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---

**From:** Haley Hawn <haley@paulllp.com>**Sent:** Wednesday, September 23, 2026 3:49 PM

**To:** Waldin, Ben <bwaldin@EimerStahl.com>; Mari Stewart <Mari@paulllp.com>; Solberg, Scott <ssolberg@EimerStahl.com>; Jacobsen, Vanessa G. <vjacobsen@EimerStahl.com>; Hady, Elizabeth <ehady@EimerStahl.com>; justin.kingsolver@bclplaw.com; david.schwartz@bclplaw.com; lily.rudy@bclplaw.com; jobrien@lovettobrien.com  
**Cc:** Zelis Plaintiffs' Counsel <zelisplaintiffscounsel@paulllp.com>; EXTERNAL RECIPIENTS - Zelis.Joint.Defense.Group <zelis.joint.defense.group@ropesgray.com>  
**Subject:** RE: In Re: Zelis Repricing Antitrust Litigation; Case No.: 1:25-cv-10734-BEM

**WARNING: External Email**

Ben,

Thank you for your response. I've attached a Word document with the agreed-upon search terms. This involved converting over redline from multiple separate documents, so please confirm that this matches with Humana's records. In yellow highlight on strings 50-51 and 56-58, we noticed a formatting error— "!" was used instead of "\*". That is corrected in the attached.

We also note that some strings use "all caps." Does that phrase need to be removed from the strings to run correctly if your system is not case-sensitive?

Thanks,  
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:** Waldin, Ben <bwaldin@EimerStahl.com>  
**Sent:** Wednesday, September 23, 2026 12:33 PM  
**To:** Haley Hawn <haley@paulllp.com>; Mari Stewart <Mari@paulllp.com>; Solberg, Scott <ssolberg@EimerStahl.com>; Jacobsen, Vanessa G. <vjacobsen@EimerStahl.com>; Hady, Elizabeth <ehady@EimerStahl.com>; justin.kingsolver@bclplaw.com; david.schwartz@bclplaw.com; lily.rudy@bclplaw.com; jobrien@lovettobrien.com  
**Cc:** Zelis Plaintiffs' Counsel <zelisplaintiffscounsel@paulllp.com>; EXTERNAL RECIPIENTS - Zelis.Joint.Defense.Group <zelis.joint.defense.group@ropesgray.com>  
**Subject:** RE: In Re: Zelis Repricing Antitrust Litigation; Case No.: 1:25-cv-10734-BEM

Haley,

We can confirm that the answer to each of your questions below is yes (terms are not case sensitive, our vendor uses \* as a root expander, and we will be using linear review for the resulting documents). We will proceed with our review under the now agreed search terms.

Regards,

Ben

---

**Ben Waldin**

**Partner**

312-660-7631

[www.eimerstahl.com](http://www.eimerstahl.com)

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**From:** Haley Hawn <[haley@paulllp.com](mailto:haley@paulllp.com)>

**Sent:** Tuesday, September 22, 2026 9:09 PM

**To:** Waldin, Ben <[bwaldin@EimerStahl.com](mailto:bwaldin@EimerStahl.com)>; Mari Stewart <[Mari@paulllp.com](mailto:Mari@paulllp.com)>; Solberg, Scott <[ssolberg@EimerStahl.com](mailto:ssolberg@EimerStahl.com)>; Jacobsen, Vanessa G. <[vjacobsen@EimerStahl.com](mailto:vjacobsen@EimerStahl.com)>; Hady, Elizabeth <[ehady@EimerStahl.com](mailto:ehady@EimerStahl.com)>; [justin.kingsolver@bclplaw.com](mailto:justin.kingsolver@bclplaw.com); [david.schwartz@bclplaw.com](mailto:david.schwartz@bclplaw.com); [lily.rudy@bclplaw.com](mailto:lily.rudy@bclplaw.com); [jobrien@lovettobrien.com](mailto:jobrien@lovettobrien.com)

**Cc:** Zelis Plaintiffs' Counsel <[zelisplaintiffscounsel@paulllp.com](mailto:zelisplaintiffscounsel@paulllp.com)>; EXTERNAL RECIPIENTS - Zelis.Joint.Defense.Group <[zelis.joint.defense.group@ropesgray.com](mailto:zelis.joint.defense.group@ropesgray.com)>

**Subject:** RE: In Re: Zelis Repricing Antitrust Litigation; Case No.: 1:25-cv-10734-BEM

**WARNING: External Email**

Ben,

Plaintiffs appreciate Humana's movement and are prepared to withdraw Term 61 and accept Humana's counterproposal on Term 50.

Before agreement is reached, out of an abundance of caution, please confirm:

- These terms are not case-sensitive;
- Humana's vendor uses \* as a root expander;
- Humana will conduct a linear review of the documents using these search terms.

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:** Waldin, Ben <[bwaldin@EimerStahl.com](mailto:bwaldin@EimerStahl.com)>  
**Sent:** Monday, September 21, 2026 3:31 PM  
**To:** Haley Hawn <[haley@paulllp.com](mailto:haley@paulllp.com)>; Mari Stewart <[Mari@paulllp.com](mailto:Mari@paulllp.com)>; Solberg, Scott <[ssolberg@EimerStahl.com](mailto:ssolberg@EimerStahl.com)>; Jacobsen, Vanessa G. <[vjacobsen@EimerStahl.com](mailto:vjacobsen@EimerStahl.com)>; Hady, Elizabeth <[ehady@EimerStahl.com](mailto:ehady@EimerStahl.com)>; [justin.kingsolver@bclplaw.com](mailto:justin.kingsolver@bclplaw.com); [david.schwartz@bclplaw.com](mailto:david.schwartz@bclplaw.com); [lily.rudy@bclplaw.com](mailto:lily.rudy@bclplaw.com); [jobrien@lovettobrien.com](mailto:jobrien@lovettobrien.com)  
**Cc:** Zelis Plaintiffs' Counsel <[zelisplaintiffscounsel@paulllp.com](mailto:zelisplaintiffscounsel@paulllp.com)>; EXTERNAL RECIPIENTS - Zelis.Joint.Defense.Group <[zelis.joint.defense.group@ropesgray.com](mailto:zelis.joint.defense.group@ropesgray.com)>  
**Subject:** RE: In Re: Zelis Repricing Antitrust Litigation; Case No.: 1:25-cv-10734-BEM

Haley,  
Please see the attached correspondence regarding the Humana search terms.

Regards,

Ben

---

**Ben Waldin**  
**Partner**  
312-660-7631  
[www.eimerstahl.com](http://www.eimerstahl.com)

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**From:** Haley Hawn <[haley@paulllp.com](mailto:haley@paulllp.com)>

**Sent:** Wednesday, September 16, 2026 3:57 PM

**To:** Waldin, Ben <[bwaldin@EimerStahl.com](mailto:bwaldin@EimerStahl.com)>; Mari Stewart <[Mari@paulllp.com](mailto:Mari@paulllp.com)>; Solberg, Scott <[ssolberg@EimerStahl.com](mailto:ssolberg@EimerStahl.com)>; Jacobsen, Vanessa G. <[vjacobsen@EimerStahl.com](mailto:vjacobsen@EimerStahl.com)>; Hady, Elizabeth <[ehady@EimerStahl.com](mailto:ehady@EimerStahl.com)>; [justin.kingsolver@bclplaw.com](mailto:justin.kingsolver@bclplaw.com); [david.schwartz@bclplaw.com](mailto:david.schwartz@bclplaw.com); [lily.rudy@bclplaw.com](mailto:lily.rudy@bclplaw.com); [jobrien@lovetobrien.com](mailto:jobrien@lovetobrien.com)

**Cc:** Zelis Plaintiffs' Counsel <[zelisplaintiffscounsel@paulllp.com](mailto:zelisplaintiffscounsel@paulllp.com)>; EXTERNAL RECIPIENTS - Zelis.Joint.Defense.Group <[zelis.joint.defense.group@ropesgray.com](mailto:zelis.joint.defense.group@ropesgray.com)>

**Subject:** RE: In Re: Zelis Repricing Antitrust Litigation; Case No.: 1:25-cv-10734-BEM

**WARNING: External Email**

Ben,

Please see attached correspondence. As stated in our letter, please provide your response to Plaintiffs' proposal by Monday, September 21. We are available for a meet and confer if helpful.

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:** Waldin, Ben <[bwaldin@EimerStahl.com](mailto:bwaldin@EimerStahl.com)>

**Sent:** Friday, September 11, 2026 1:49 PM

**To:** Haley Hawn <[haley@paulllp.com](mailto:haley@paulllp.com)>; Mari Stewart <[Mari@paulllp.com](mailto:Mari@paulllp.com)>; Solberg, Scott <[ssolberg@EimerStahl.com](mailto:ssolberg@EimerStahl.com)>; Jacobsen, Vanessa G. <[vjacobsen@EimerStahl.com](mailto:vjacobsen@EimerStahl.com)>; Hady, Elizabeth <[ehady@EimerStahl.com](mailto:ehady@EimerStahl.com)>; [justin.kingsolver@bclplaw.com](mailto:justin.kingsolver@bclplaw.com); [david.schwartz@bclplaw.com](mailto:david.schwartz@bclplaw.com); [lily.rudy@bclplaw.com](mailto:lily.rudy@bclplaw.com); [jobrien@lovetobrien.com](mailto:jobrien@lovetobrien.com)

**Cc:** Zelis Plaintiffs' Counsel <[zelisplaintiffscounsel@paulllp.com](mailto:zelisplaintiffscounsel@paulllp.com)>; EXTERNAL RECIPIENTS - Zelis.Joint.Defense.Group <[zelis.joint.defense.group@ropesgray.com](mailto:zelis.joint.defense.group@ropesgray.com)>  
**Subject:** RE: In Re: Zelis Repricing Antitrust Litigation; Case No.: 1:25-cv-10734-BEM

Haley,

Attached are Humana's search term specific objections and counterproposals to Plaintiffs' revisions to the Humana search terms. Also attached are Humana's objections to Plaintiffs' additional proposed terms.

As noted in our prior correspondence, Humana is available to meet and confer regarding its objections and counterproposals. If Plaintiffs determine that a meet and confer is needed, we can incorporate that discussion into our already scheduled meet and confer on September 16 or we could schedule a separate discussion at a mutually convenient time.

What is most important to Humana is that we finalize the search terms to be used as soon as possible.

Regards,

Ben

---

**Ben Waldin**  
**Partner**

312-660-7631

[www.eimerstahl.com](http://www.eimerstahl.com)

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**From:** Haley Hawn <[haley@paulllp.com](mailto:haley@paulllp.com)>  
**Sent:** Friday, September 11, 2026 1:18 PM  
**To:** Waldin, Ben <[bwaldin@EimerStahl.com](mailto:bwaldin@EimerStahl.com)>; Mari Stewart <[Mari@paulllp.com](mailto:Mari@paulllp.com)>; Solberg, Scott <[ssolberg@EimerStahl.com](mailto:ssolberg@EimerStahl.com)>; Jacobsen, Vanessa G. <[vjacobsen@EimerStahl.com](mailto:vjacobsen@EimerStahl.com)>; Hady, Elizabeth <[ehady@EimerStahl.com](mailto:ehady@EimerStahl.com)>; [justin.kingsolver@bclplaw.com](mailto:justin.kingsolver@bclplaw.com); [david.schwartz@bclplaw.com](mailto:david.schwartz@bclplaw.com); [lily.rudy@bclplaw.com](mailto:lily.rudy@bclplaw.com); [jobrien@lovetobrien.com](mailto:jobrien@lovetobrien.com)  
**Cc:** Zelis Plaintiffs' Counsel <[zelisplaintiffscounsel@paulllp.com](mailto:zelisplaintiffscounsel@paulllp.com)>; EXTERNAL RECIPIENTS - Zelis.Joint.Defense.Group <[zelis.joint.defense.group@ropesgray.com](mailto:zelis.joint.defense.group@ropesgray.com)>  
**Subject:** RE: In Re: Zelis Repricing Antitrust Litigation; Case No.: 1:25-cv-10734-BEM

**WARNING: External Email**

Ben,

Thanks for your email. You'd mentioned that Humana intends to provide some counterproposals and objections this week. Please confirm whether we should expect to receive those today, so that we may review them in advance of Monday's conference.

Thanks,  
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:** Waldin, Ben <[bwaldin@EimerStahl.com](mailto:bwaldin@EimerStahl.com)>

**Sent:** Thursday, September 3, 2026 7:55 AM

**To:** Haley Hawn <[haley@paulllp.com](mailto:haley@paulllp.com)>; Mari Stewart <[Mari@paulllp.com](mailto:Mari@paulllp.com)>; Solberg, Scott <[ssolberg@EimerStahl.com](mailto:ssolberg@EimerStahl.com)>; Jacobsen, Vanessa G. <[vjacobsen@EimerStahl.com](mailto:vjacobsen@EimerStahl.com)>; Hady, Elizabeth <[ehady@EimerStahl.com](mailto:ehady@EimerStahl.com)>; [justin.kingsolver@bclplaw.com](mailto:justin.kingsolver@bclplaw.com); [david.schwartz@bclplaw.com](mailto:david.schwartz@bclplaw.com); [lily.rudy@bclplaw.com](mailto:lily.rudy@bclplaw.com); [jobrien@lovetobrien.com](mailto:jobrien@lovetobrien.com)

**Cc:** Zelis Plaintiffs' Counsel <[zelisplaintiffscounsel@paulllp.com](mailto:zelisplaintiffscounsel@paulllp.com)>; EXTERNAL RECIPIENTS - Zelis.Joint.Defense.Group <[zelis.joint.defense.group@ropesgray.com](mailto:zelis.joint.defense.group@ropesgray.com)>

**Subject:** RE: In Re: Zelis Repricing Antitrust Litigation; Case No.: 1:25-cv-10734-BEM

Haley,

As described in Defendants' section of the JSR, Plaintiffs' August 24 terms are not truly "revisions" but functionally rewrite Humana's terms entirely. Humana was entirely within its rights to object to all Plaintiffs' terms on that basis. Repeating the same objection 64 times is not required by the ESI Protocol. To move past these issues, however, Humana is willing to provide more specific objections to each search term and may, in some cases, propose modifications to its original search terms that incorporate elements of Plaintiffs' revisions. But doing so for 64 lengthy search terms takes time which is why the ESI Protocol provided the parties with a full month to respond to revisions. Plaintiffs provided these terms to

Humana only 10 days ago.

Humana intends to provide a further response with respect to each of the individual search terms next week. We can schedule a meet and confer to discuss after you have those in hand.

Regards,

Ben

---

**Ben Waldin**

**Partner**

312-660-7631

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**From:** Haley Hawn <[haley@paulllp.com](mailto:haley@paulllp.com)>

**Sent:** Wednesday, September 2, 2026 9:11 AM

**To:** Waldin, Ben <[bwaldin@EimerStahl.com](mailto:bwaldin@EimerStahl.com)>; Mari Stewart <[Mari@paulllp.com](mailto:Mari@paulllp.com)>; Solberg, Scott <[ssolberg@EimerStahl.com](mailto:ssolberg@EimerStahl.com)>; Jacobsen, Vanessa G. <[vjacobsen@EimerStahl.com](mailto:vjacobsen@EimerStahl.com)>; Hady, Elizabeth <[ehady@EimerStahl.com](mailto:ehady@EimerStahl.com)>; [justin.kingsolver@bclplaw.com](mailto:justin.kingsolver@bclplaw.com); [david.schwartz@bclplaw.com](mailto:david.schwartz@bclplaw.com); [lily.rudy@bclplaw.com](mailto:lily.rudy@bclplaw.com); [jobrien@lovettobrien.com](mailto:jobrien@lovettobrien.com)

**Cc:** Zelis Plaintiffs' Counsel <[zelisplaintiffscounsel@paulllp.com](mailto:zelisplaintiffscounsel@paulllp.com)>; EXTERNAL RECIPIENTS - Zelis.Joint.Defense.Group <[zelis.joint.defense.group@ropesgray.com](mailto:zelis.joint.defense.group@ropesgray.com)>

**Subject:** RE: In Re: Zelis Repricing Antitrust Litigation; Case No.: 1:25-cv-10734-BEM

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Ben,

Thank you for providing a hit report. Plaintiffs are willing to consider reasonable objections to their proposed revisions and additions to Humana's search terms. That said, we cannot meaningfully evaluate Humana's objections absent Humana identifying the specific basis for each objection and, where appropriate, providing a counterproposal. The ESI Protocol expressly requires this much. See ESI Protocol at Sec. E.3(e) ("the Producing party shall provide: (a) any objections to the receiving Parties' proposed revisions including information sufficient to support its objections to the proposed revisions and additions."). A wholesale rejection of Plaintiffs' proposed revisions and addition is not conducive to a productive meet and confer process.

Regarding Humana's concern about overbreadth, Plaintiffs understand that Humana will be using TAR to further cull documents returned by the search terms. Thus, Plaintiffs do not view the volume of documents reflected in the hit report, in a vacuum, as unexpected or problematic. If Plaintiffs' understanding of Humana's intention to use TAR is incorrect, please advise.

We are available for a meet and confer on 9/3 before 4 pm CT, or 9/4 before 11:00 am CT. To aid our discussion, please provide the specific basis for Humana's objections in advance of our call.

Thanks,  
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:** Waldin, Ben <[bwaldin@EimerStahl.com](mailto:bwaldin@EimerStahl.com)>

**Sent:** Monday, August 31, 2026 9:59 PM

**To:** Haley Hawn <[haley@paulllp.com](mailto:haley@paulllp.com)>; Mari Stewart <[Mari@paulllp.com](mailto:Mari@paulllp.com)>; Solberg, Scott <[ssolberg@EimerStahl.com](mailto:ssolberg@EimerStahl.com)>; Jacobsen, Vanessa G. <[vjacobsen@EimerStahl.com](mailto:vjacobsen@EimerStahl.com)>; Hady, Elizabeth <[ehady@EimerStahl.com](mailto:ehady@EimerStahl.com)>; [justin.kingsolver@bclplaw.com](mailto:justin.kingsolver@bclplaw.com); [david.schwartz@bclplaw.com](mailto:david.schwartz@bclplaw.com); [lily.rudy@bclplaw.com](mailto:lily.rudy@bclplaw.com); [jobrien@lovetobrien.com](mailto:jobrien@lovetobrien.com)

**Cc:** Zelis Plaintiffs' Counsel <[zelisplaintiffscounsel@paulllp.com](mailto:zelisplaintiffscounsel@paulllp.com)>; EXTERNAL RECIPIENTS - Zelis.Joint.Defense.Group <[zelis.joint.defense.group@ropesgray.com](mailto:zelis.joint.defense.group@ropesgray.com)>

**Subject:** RE: In Re: Zelis Repricing Antitrust Litigation; Case No.: 1:25-cv-10734-BEM

Haley,

We disagree, Humana's August 17 letter explained why Plaintiffs' July 31 search term proposal did not comply with the ESI Protocol. Plaintiffs' August 24 response was the first time that Plaintiffs engaged with Humana's proposed terms as required under the ESI Protocol. Humana has undertaken significant efforts to evaluate and respond promptly to Plaintiffs' delinquent submission of compliant search terms. That response is below.

Pursuant to E.3(e) of the ESI protocol, Humana provides the attached search term hit

report. Humana objects to all of Plaintiffs' proposed modifications to its terms. Each of the revisions expands the scope of the original term such that it is no longer reasonably connected to the issues in this case. The gross overbreadth of Plaintiffs' search terms is demonstrated by the fact that 91.75% of the documents in Humana's collection fall within the family of a document that hits on them. Any terms that require Humana to review over 90% of the collected documents are not narrowly tailored or proportionate to the needs of the case. Humana stands on its original search term proposal but is willing to meet and confer in good faith with Plaintiffs over reasonable modifications to those terms, pursuant to paragraph E.3(f) of the ESI Protocol.

Regards,

Ben

---

**Ben Waldin**

**Partner**

312-660-7631

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---

**From:** Haley Hawn <[haley@paulllp.com](mailto:haley@paulllp.com)>

**Sent:** Thursday, August 27, 2026 2:07 PM

**To:** Waldin, Ben <[bwaldin@EimerStahl.com](mailto:bwaldin@EimerStahl.com)>; Mari Stewart <[Mari@paulllp.com](mailto:Mari@paulllp.com)>; Solberg, Scott <[ssolberg@EimerStahl.com](mailto:ssolberg@EimerStahl.com)>; Jacobsen, Vanessa G. <[vjacobsen@EimerStahl.com](mailto:vjacobsen@EimerStahl.com)>; Hady, Elizabeth <[ehady@EimerStahl.com](mailto:ehady@EimerStahl.com)>; [justin.kingsolver@bclplaw.com](mailto:justin.kingsolver@bclplaw.com); [david.schwartz@bclplaw.com](mailto:david.schwartz@bclplaw.com); [lily.rudy@bclplaw.com](mailto:lily.rudy@bclplaw.com); [jobrien@lovettoobrien.com](mailto:jobrien@lovettoobrien.com)

**Cc:** Zelis Plaintiffs' Counsel <[zelisplaintiffscounsel@paulllp.com](mailto:zelisplaintiffscounsel@paulllp.com)>

**Subject:** RE: In Re: Zelis Repricing Antitrust Litigation; Case No.: 1:25-cv-10734-BEM

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Counsel,

Any delay comes at the fault of Humana, as it refused Plaintiffs' timely search terms and demanded that Plaintiffs re-submit individual proposals before it would engage. There was no mention in Humana's letter that should Plaintiffs resubmit their search terms at Humana's request, that Humana would restart the 30-day clock to submit a hit report and objections by August 31. We believe the current deadline of August 31 is reasonable. Should Humana require an extension, Plaintiffs would be amenable to a week.

Regards,

**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:** Waldin, Ben <[bwaldin@EimerStahl.com](mailto:bwaldin@EimerStahl.com)>  
**Sent:** Thursday, August 27, 2026 11:48 AM  
**To:** Mari Stewart <[Mari@paulllp.com](mailto:Mari@paulllp.com)>; Solberg, Scott <[ssolberg@EimerStahl.com](mailto:ssolberg@EimerStahl.com)>; Jacobsen, Vanessa G. <[vjacobsen@EimerStahl.com](mailto:vjacobsen@EimerStahl.com)>; Hady, Elizabeth <[ehady@EimerStahl.com](mailto:ehady@EimerStahl.com)>; [justin.kingsolver@bclplaw.com](mailto:justin.kingsolver@bclplaw.com); [david.schwartz@bclplaw.com](mailto:david.schwartz@bclplaw.com); [lily.rudy@bclplaw.com](mailto:lily.rudy@bclplaw.com); [jobrien@lovetobrien.com](mailto:jobrien@lovetobrien.com)  
**Cc:** Zelis Plaintiffs' Counsel <[zelisplaintiffscounsel@paulllp.com](mailto:zelisplaintiffscounsel@paulllp.com)>  
**Subject:** RE: In Re: Zelis Repricing Antitrust Litigation; Case No.: 1:25-cv-10734-BEM

Counsel,

We are in receipt of your August 24 letter enclosing Plaintiffs' proposed revisions to Humana's search terms and demanding a response by August 31. That deadline is not consistent with the ESI Protocol. Section V.E.3(e) expressly affords Humana 30 days to respond to proposed search term revisions, not six days.

The requested turnaround is particularly unreasonable given that Plaintiffs' own compliance with the protocol has been far from timely. Plaintiffs' July 31 search terms did not comply with the ESI protocol, and Humana did not receive the revised proposal now at issue until August 24. Having caused the delay, Plaintiffs are in no position to demand that Humana make up for it. Despite this tight timeframe, Humana has already transmitted Plaintiffs' proposed revisions to its e-discovery vendor for processing and is working as expeditiously as possible to provide its response.

Regards,

Ben

---

**Ben Waldin**  
**Partner**

312-660-7631

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Chicago, IL 60604

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---

**From:** Mari Stewart <[Mari@paulllp.com](mailto:Mari@paulllp.com)>

**Sent:** Monday, August 24, 2026 5:08 PM

**To:** Solberg, Scott <[ssolberg@EimerStahl.com](mailto:ssolberg@EimerStahl.com)>; Jacobsen, Vanessa G. <[vjacobsen@EimerStahl.com](mailto:vjacobsen@EimerStahl.com)>; Waldin, Ben <[bwaldin@EimerStahl.com](mailto:bwaldin@EimerStahl.com)>; [justin.kingsolver@bclplaw.com](mailto:justin.kingsolver@bclplaw.com); [david.schwartz@bclplaw.com](mailto:david.schwartz@bclplaw.com); [lily.rudy@bclplaw.com](mailto:lily.rudy@bclplaw.com); [jobrien@lovettoobrien.com](mailto:jobrien@lovettoobrien.com)

**Cc:** Zelis Plaintiffs' Counsel <[zelisplaintiffscounsel@paulllp.com](mailto:zelisplaintiffscounsel@paulllp.com)>

**Subject:** In Re: Zelis Repricing Antitrust Litigation; Case No.: 1:25-cv-10734-BEM

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Counsel, please find enclosed correspondence from Attorney Rick Paul.

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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# EXHIBIT E



Outlook

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**RE: In re Zelis - United Letter re Search Terms, August 31, 2026**

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**From** Gorman, Joseph A. <JGorman@gibsondunn.com>**Date** Wed 9/23/2026 1:58 PM**To** haley <haley@paulllp.com>; Eaton-Luria, Jesse <JEaton-Luria@gibsondunn.com>; Jason Hartley <hartley@hartleyllp.com>; rick <rick@paulllp.com>; Kenneth Frost <frost@hartleyllp.com>; Mary Jane Fait <maryjane@paulllp.com>; Jason Lindner <lindner@hartleyllp.com>; Fatima Brizuela <fbrizuela@scott-scott.com>; Maureen Forsyth <forsyth@hartleyllp.com>**Cc** Dusseault, Christopher D. <CDusseault@gibsondunn.com>; Lipton, Joshua <JLipton@gibsondunn.com>; Richardson, Heather L. <HRichardson@gibsondunn.com>; Brass, Rachel S. <RBrass@gibsondunn.com>; Smith, Becca <BSmith@gibsondunn.com>; Karapogolian, Mary <MKarapogolian@gibsondunn.com>

Haley,

Thank you. United accepts Plaintiffs' counterproposal, as reflected in the spreadsheet you circulated yesterday. I can confirm that the search terms are not case sensitive and that our vendor uses \* as a root expander.

With that, we have a deal and this is resolved. Thank you.

Joe

**Joseph A. Gorman**  
Of CounselT: +1 415.393.8211 | M: +1 315.882.2817  
[JGorman@gibsondunn.com](mailto:JGorman@gibsondunn.com)**GIBSON DUNN**

Gibson, Dunn &amp; Crutcher LLP

One Embarcadero Center Suite 2600, San Francisco, CA 94111-3715

---

**From:** Haley Hawn <haley@paulllp.com>**Sent:** Tuesday, September 22, 2026 4:49 PM**To:** Gorman, Joseph A. <JGorman@gibsondunn.com>; Eaton-Luria, Jesse <JEaton-Luria@gibsondunn.com>; hartley@hartleyllp.com; Rick Paul <rick@paulllp.com>; Kenneth Frost <frost@hartleyllp.com>; Mary Jane Fait <maryjane@paulllp.com>; lindner@hartleyllp.com; Fatima Brizuela <fbrizuela@scott-scott.com>; Maureen Forsyth <forsyth@hartleyllp.com>**Cc:** Dusseault, Christopher D. <CDusseault@gibsondunn.com>; Lipton, Joshua <JLipton@gibsondunn.com>; Richardson, Heather L. <HRichardson@gibsondunn.com>; Brass, Rachel S. <RBrass@gibsondunn.com>; Smith, Becca <BSmith@gibsondunn.com>; Karapogolian, Mary <MKarapogolian@gibsondunn.com>**Subject:** RE: In re Zelis - United Letter re Search Terms, August 31, 2026

Joe,

Thank you for providing United's response.

Plaintiffs are prepared to accept United's counterproposals to Plaintiffs' terms on Sheet 2 should United agree to accept Plaintiffs' counterproposal to P63 and 3 minor revisions to United strings 18, 20, and 25. We have proposed the three revisions to United's strings due to its Friday disclosure confirming it will use TAR as a second-layer responsiveness cull. For clarity, Plaintiffs' revisions to United strings 18, 20, and 25 simply expand the proximity connector. All of these revisions are marked in yellow highlight.

Upon final review, we also caught that United string 5 lost the acronym "ERS" for Established Reimbursement Solution and have re-added it in the attached.

Please confirm whether United agrees to this proposal. Out of an abundance of caution, please also confirm that the search terms are not case sensitive, and that United's vendor uses \* as a root expander.

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:** Gorman, Joseph A. <[JGorman@gibsondunn.com](mailto:JGorman@gibsondunn.com)>  
**Sent:** Tuesday, September 22, 2026 11:37 AM  
**To:** Eaton-Luria, Jesse <[JEaton-Luria@gibsondunn.com](mailto:JEaton-Luria@gibsondunn.com)>; Haley Hawn <[haley@paulllp.com](mailto:haley@paulllp.com)>; Jason Hartley <[hartley@hartleyllp.com](mailto:hartley@hartleyllp.com)>; Rick Paul <[rick@paulllp.com](mailto:rick@paulllp.com)>; Kenneth Frost <[frost@hartleyllp.com](mailto:frost@hartleyllp.com)>; Mary Jane Fait <[maryjane@paulllp.com](mailto:maryjane@paulllp.com)>; [lindner@hartleyllp.com](mailto:lindner@hartleyllp.com); Fatima Brizuela <[fbrizuela@scott-scott.com](mailto:fbrizuela@scott-scott.com)>; Maureen Forsyth <[forsyth@hartleyllp.com](mailto:forsyth@hartleyllp.com)>  
**Cc:** Dusseault, Christopher D. <[CDusseault@gibsondunn.com](mailto:CDusseault@gibsondunn.com)>; Lipton, Joshua <[JLipton@gibsondunn.com](mailto:JLipton@gibsondunn.com)>; Richardson, Heather L. <[HRichardson@gibsondunn.com](mailto:HRichardson@gibsondunn.com)>; Brass, Rachel S. <[RBrass@gibsondunn.com](mailto:RBrass@gibsondunn.com)>; Smith, Becca <[BSmith@gibsondunn.com](mailto:BSmith@gibsondunn.com)>; Karapogolian, Mary <[MKarapogolian@gibsondunn.com](mailto:MKarapogolian@gibsondunn.com)>  
**Subject:** RE: In re Zelis - United Letter re Search Terms, August 31, 2026

Haley,

In the interest of compromise, we are willing to add the two search terms in your below email provided the parties can reach agreement on the remaining terms. Please let us know if we have agreement on the remaining terms we sent back to you or if you would like to discuss them. Thank you,

Joe

**Joseph A. Gorman**

[Of Counsel](#)

T: +1 415.393.8211 | M: +1 315.882.2817

[JGorman@gibsondunn.com](mailto:JGorman@gibsondunn.com)

## **GIBSON DUNN**

Gibson, Dunn & Crutcher LLP

One Embarcadero Center Suite 2600, San Francisco, CA 94111-3715

---

**From:** Eaton-Luria, Jesse <[JEaton-Luria@gibsondunn.com](mailto:JEaton-Luria@gibsondunn.com)>

**Sent:** Monday, September 21, 2026 3:09 PM

**To:** Haley Hawn <[haley@paulllp.com](mailto:haley@paulllp.com)>; [hartley@hartleyllp.com](mailto:hartley@hartleyllp.com); Rick Paul <[rick@paulllp.com](mailto:rick@paulllp.com)>; Kenneth Frost <[frost@hartleyllp.com](mailto:frost@hartleyllp.com)>; Mary Jane Fait <[maryjane@paulllp.com](mailto:maryjane@paulllp.com)>; [lindner@hartleyllp.com](mailto:lindner@hartleyllp.com); Fatima Brizuela <[fbrizuela@scott-scott.com](mailto:fbrizuela@scott-scott.com)>; Maureen Forsyth <[forsyth@hartleyllp.com](mailto:forsyth@hartleyllp.com)>

**Cc:** Dusseault, Christopher D. <[CDusseault@gibsondunn.com](mailto:CDusseault@gibsondunn.com)>; Lipton, Joshua <[JLipton@gibsondunn.com](mailto:JLipton@gibsondunn.com)>; Richardson, Heather L. <[HRichardson@gibsondunn.com](mailto:HRichardson@gibsondunn.com)>; Brass, Rachel S. <[RBrass@gibsondunn.com](mailto:RBrass@gibsondunn.com)>; Smith, Becca <[BSmith@gibsondunn.com](mailto:BSmith@gibsondunn.com)>; Karapogolian, Mary <[MKarapogolian@gibsondunn.com](mailto:MKarapogolian@gibsondunn.com)>; Gorman, Joseph A. <[JGorman@gibsondunn.com](mailto:JGorman@gibsondunn.com)>

**Subject:** RE: In re Zelis - United Letter re Search Terms, August 31, 2026

Hi Haley,

While we don't agree that these terms are relevant, we are looking into your proposal in the interest of resolving this.

We reserve all rights and please let us know if you have any additional concerns.

Thank you,  
Jesse

**Jesse Eaton-Luria**

[Associate Attorney](#)

T: +1 415.393.4642 | M: +1 415.417.7066

[JEaton-Luria@gibsondunn.com](mailto:JEaton-Luria@gibsondunn.com)

## **GIBSON DUNN**

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One Embarcadero Center Suite 2600, San Francisco, CA 94111-3715

---

**From:** Haley Hawn <[haley@paulllp.com](mailto:haley@paulllp.com)>  
**Sent:** Monday, September 21, 2026 10:25 AM  
**To:** Eaton-Luria, Jesse <[JEaton-Luria@gibsondunn.com](mailto:JEaton-Luria@gibsondunn.com)>; [hartley@hartleyllp.com](mailto:hartley@hartleyllp.com); Rick Paul <[rick@paulllp.com](mailto:rick@paulllp.com)>; Kenneth Frost <[frost@hartleyllp.com](mailto:frost@hartleyllp.com)>; Mary Jane Fait <[maryjane@paulllp.com](mailto:maryjane@paulllp.com)>; [lindner@hartleyllp.com](mailto:lindner@hartleyllp.com); Fatima Brizuela <[fbrizuela@scott-scott.com](mailto:fbrizuela@scott-scott.com)>; Maureen Forsyth <[forsyth@hartleyllp.com](mailto:forsyth@hartleyllp.com)>  
**Cc:** Dusseault, Christopher D. <[CDusseault@gibsondunn.com](mailto:CDusseault@gibsondunn.com)>; Lipton, Joshua <[JLipton@gibsondunn.com](mailto:JLipton@gibsondunn.com)>; Richardson, Heather L. <[HRichardson@gibsondunn.com](mailto:HRichardson@gibsondunn.com)>; Brass, Rachel S. <[RBrass@gibsondunn.com](mailto:RBrass@gibsondunn.com)>; Smith, Becca <[BSmith@gibsondunn.com](mailto:BSmith@gibsondunn.com)>; Karapogolian, Mary <[MKarapogolian@gibsondunn.com](mailto:MKarapogolian@gibsondunn.com)>; Gorman, Joseph A. <[JGorman@gibsondunn.com](mailto:JGorman@gibsondunn.com)>  
**Subject:** RE: In re Zelis - United Letter re Search Terms, August 31, 2026

---

Jesse,

Thank you for providing United's response.

Regarding United's proposed strings 27 (QuickReprice) and 35 (TIC), these seem to have been inadvertently removed. Plaintiffs accepted those strings in the last round of negotiations. In this spreadsheet, United has now marked those strings as "Withdraw." Please explain the reasons for this shift.

You had previewed last week that United may narrow some of its previously proposed terms but not withdraw. If the issue is overbreadth, Plaintiffs offer the following narrowed strings:

- ("Transparency in Coverage" OR "TIC" OR "transparency in coverage rule" OR "TIC rule" OR "machine-readable file" OR MRF) W/25 repric\*
- "QuickReprice" OR ("Quick Reprice" W/25 (claim\* OR adjudicat\* OR OON OR "out-of-network" OR pric\* OR payment\* OR reimburs\*))

These are clearly relevant topics, expressly referenced in the complaint, that Plaintiffs will require discovery on.

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:** Eaton-Luria, Jesse <[JEaton-Luria@gibsondunn.com](mailto:JEaton-Luria@gibsondunn.com)>  
**Sent:** Monday, September 21, 2026 10:55 AM  
**To:** Haley Hawn <[haley@paulllp.com](mailto:haley@paulllp.com)>; Jason Hartley <[hartley@hartleyllp.com](mailto:hartley@hartleyllp.com)>; Rick Paul <[rick@paulllp.com](mailto:rick@paulllp.com)>; Kenneth Frost <[frost@hartleyllp.com](mailto:frost@hartleyllp.com)>; Mary Jane Fait <[maryjane@paulllp.com](mailto:maryjane@paulllp.com)>; lindner@hartleyllp.com; Fatima Brizuela <[fbrizuela@scott-scott.com](mailto:fbrizuela@scott-scott.com)>; Maureen Forsyth <[forsyth@hartleyllp.com](mailto:forsyth@hartleyllp.com)>  
**Cc:** Dusseault, Christopher D. <[CDusseault@gibsondunn.com](mailto:CDusseault@gibsondunn.com)>; Lipton, Joshua <[JLipton@gibsondunn.com](mailto:JLipton@gibsondunn.com)>; Richardson, Heather L. <[HRichardson@gibsondunn.com](mailto:HRichardson@gibsondunn.com)>; Brass, Rachel S. <[RBrass@gibsondunn.com](mailto:RBrass@gibsondunn.com)>; Smith, Becca <[BSmith@gibsondunn.com](mailto:BSmith@gibsondunn.com)>; Karapogosian, Mary <[MKarapogosian@gibsondunn.com](mailto:MKarapogosian@gibsondunn.com)>; Gorman, Joseph A. <[JGorman@gibsondunn.com](mailto:JGorman@gibsondunn.com)>  
**Subject:** RE: In re Zelis - United Letter re Search Terms, August 31, 2026

Hi Haley,

Hope you had a nice weekend. Following our meet and confer re United's search terms last week, please see attached an updated chart, laying out United's current positions.

If you would like to discuss further, please provide some times that you are available to meet and confer this week ahead of the 9/25 deadline to come to agreement.

Thank you!  
Jesse

**Jesse Eaton-Luria**  
Associate Attorney

T: +1 415.393.4642 | M: +1 415.417.7066  
[JEaton-Luria@gibsondunn.com](mailto:JEaton-Luria@gibsondunn.com)

## GIBSON DUNN

Gibson, Dunn & Crutcher LLP  
One Embarcadero Center Suite 2600, San Francisco, CA 94111-3715

---

**From:** Gorman, Joseph A. <[JGorman@gibsondunn.com](mailto:JGorman@gibsondunn.com)>  
**Sent:** Friday, September 11, 2026 9:31 AM  
**To:** Haley Hawn <[haley@paulllp.com](mailto:haley@paulllp.com)>; [hartley@hartleyllp.com](mailto:hartley@hartleyllp.com); Rick Paul <[rick@paulllp.com](mailto:rick@paulllp.com)>; Kenneth Frost <[frost@hartleyllp.com](mailto:frost@hartleyllp.com)>; Mary Jane Fait <[maryjane@paulllp.com](mailto:maryjane@paulllp.com)>; [lindner@hartleyllp.com](mailto:lindner@hartleyllp.com); [fbrizuela@scott-scott.com](mailto:fbrizuela@scott-scott.com); Maureen Forsyth <[forsyth@hartleyllp.com](mailto:forsyth@hartleyllp.com)>  
**Cc:** Dusseault, Christopher D. <[CDusseault@gibsondunn.com](mailto:CDusseault@gibsondunn.com)>; Lipton, Joshua <[JLipton@gibsondunn.com](mailto:JLipton@gibsondunn.com)>; Richardson, Heather L. <[HRichardson@gibsondunn.com](mailto:HRichardson@gibsondunn.com)>; Brass, Rachel S. <[RBrass@gibsondunn.com](mailto:RBrass@gibsondunn.com)>; Smith, Becca <[BSmith@gibsondunn.com](mailto:BSmith@gibsondunn.com)>; Karapogosian, Mary <[MKarapogosian@gibsondunn.com](mailto:MKarapogosian@gibsondunn.com)>  
**Subject:** RE: In re Zelis - United Letter re Search Terms, August 31, 2026

Thanks for reaching out, Haley. I'll plan to send some proposed times after Monday's hearing. Thanks again.

**Joseph A. Gorman**  
Of Counsel

T: +1 415.393.8211 | M: +1 315.882.2817  
[JGorman@gibsondunn.com](mailto:JGorman@gibsondunn.com)

## GIBSON DUNN

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One Embarcadero Center Suite 2600, San Francisco, CA 94111-3715

---

**From:** Haley Hawn <[haley@paulllp.com](mailto:haley@paulllp.com)>  
**Sent:** Wednesday, September 9, 2026 3:14 PM  
**To:** Gorman, Joseph A. <[JGorman@gibsondunn.com](mailto:JGorman@gibsondunn.com)>; [hartley@hartleyllp.com](mailto:hartley@hartleyllp.com); Rick Paul <[rick@paulllp.com](mailto:rick@paulllp.com)>; Kenneth Frost <[frost@hartleyllp.com](mailto:frost@hartleyllp.com)>; Mary Jane Fait <[maryjane@paulllp.com](mailto:maryjane@paulllp.com)>; [lindner@hartleyllp.com](mailto:lindner@hartleyllp.com); [fbrizuela@scott-scott.com](mailto:fbrizuela@scott-scott.com); Maureen Forsyth <[forsyth@hartleyllp.com](mailto:forsyth@hartleyllp.com)>  
**Cc:** Dusseault, Christopher D. <[CDusseault@gibsondunn.com](mailto:CDusseault@gibsondunn.com)>; Lipton, Joshua <[JLipton@gibsondunn.com](mailto:JLipton@gibsondunn.com)>; Richardson, Heather L. <[HRichardson@gibsondunn.com](mailto:HRichardson@gibsondunn.com)>; Brass, Rachel S. <[RBrass@gibsondunn.com](mailto:RBrass@gibsondunn.com)>; Smith, Becca <[BSmith@gibsondunn.com](mailto:BSmith@gibsondunn.com)>; Karapogolian, Mary <[MKarapogolian@gibsondunn.com](mailto:MKarapogolian@gibsondunn.com)>  
**Subject:** RE: In re Zelis - United Letter re Search Terms, August 31, 2026

Joe,

Thank you for your email. We are evaluating United's hit report and revised search terms and propose a meet and confer next week. Please let us know a few times that work for you and your team.

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:** Gorman, Joseph A. <[JGorman@gibsondunn.com](mailto:JGorman@gibsondunn.com)>  
**Sent:** Monday, August 31, 2026 11:37 PM  
**To:** Jason Hartley <[hartley@hartleyllp.com](mailto:hartley@hartleyllp.com)>; Rick Paul <[rick@paulllp.com](mailto:rick@paulllp.com)>; Kenneth Frost <[frost@hartleyllp.com](mailto:frost@hartleyllp.com)>; Mary Jane Fait <[maryjane@paulllp.com](mailto:maryjane@paulllp.com)>; Haley Hawn <[haley@paulllp.com](mailto:haley@paulllp.com)>; [lindner@hartleyllp.com](mailto:lindner@hartleyllp.com); [fbrizuela@scott-scott.com](mailto:fbrizuela@scott-scott.com); Maureen Forsyth <[forsyth@hartleyllp.com](mailto:forsyth@hartleyllp.com)>  
**Cc:** Dusseault, Christopher D. <[CDusseault@gibsondunn.com](mailto:CDusseault@gibsondunn.com)>; Lipton, Joshua <[JLipton@gibsondunn.com](mailto:JLipton@gibsondunn.com)>; Richardson, Heather L. <[HRichardson@gibsondunn.com](mailto:HRichardson@gibsondunn.com)>; Brass, Rachel S. <[RBrass@gibsondunn.com](mailto:RBrass@gibsondunn.com)>; Smith, Becca <[BSmith@gibsondunn.com](mailto:BSmith@gibsondunn.com)>; Karapogolian, Mary <[MKarapogolian@gibsondunn.com](mailto:MKarapogolian@gibsondunn.com)>  
**Subject:** In re Zelis - United Letter re Search Terms, August 31, 2026

Counsel,

Please see the attached correspondence and accompanying Exhibits A and B. Thank you,

Joe

**Joseph A. Gorman**  
Of Counsel

T: +1 415.393.8211 | M: +1 315.882.2817  
[JGorman@gibsondunn.com](mailto:JGorman@gibsondunn.com)

## GIBSON DUNN

Gibson, Dunn & Crutcher LLP  
One Embarcadero Center Suite 2600, San Francisco, CA 94111-3715

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# EXHIBIT F



Outlook

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**RE: In Re: Zelis Repricing Antitrust Litigation; Case No.: 1:25-cv-10734-BEM**

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**From** Haley Hawn <haley@paulllp.com>**Date** Thu 9/24/2026 4:51 PM**To** Masselink, Sandra H. <Sandra.Masselink@ropesgray.com>; Zelis Plaintiffs' Counsel <zelisplaintiffscounsel@paulllp.com>**Cc** Willis, Jane <Jane.Willis@ropesgray.com>; McGinnis, Matthew <Matthew.McGinnis@ropesgray.com>; Lee, Casey <Casey.Lee@ropesgray.com>; Stewart, Casey <Casey.Stewart@ropesgray.com>

Counsel,

Zelis' most recent proposal continues to wholesale reject many terms that are plainly relevant to Plaintiffs' allegations. In light of this, the parties have reached an impasse. Plaintiffs will submit their proposal for the Court's consideration.

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:** Masselink, Sandra H. <[Sandra.Masselink@ropesgray.com](mailto:Sandra.Masselink@ropesgray.com)>**Sent:** Thursday, September 24, 2026 3:50 PM**To:** Haley Hawn <[haley@paulllp.com](mailto:haley@paulllp.com)>; Zelis Plaintiffs' Counsel <[zelisplaintiffscounsel@paulllp.com](mailto:zelisplaintiffscounsel@paulllp.com)>**Cc:** Willis, Jane <[Jane.Willis@ropesgray.com](mailto:Jane.Willis@ropesgray.com)>; McGinnis, Matthew<[Matthew.McGinnis@ropesgray.com](mailto:Matthew.McGinnis@ropesgray.com)>; Lee, Casey <[Casey.Lee@ropesgray.com](mailto:Casey.Lee@ropesgray.com)>; Stewart, Casey<[Casey.Stewart@ropesgray.com](mailto:Casey.Stewart@ropesgray.com)>**Subject:** RE: In Re: Zelis Repricing Antitrust Litigation; Case No.: 1:25-cv-10734-BEM

Counsel: In light of tomorrow's filing deadline, please promptly provide Plaintiffs' response to Zelis's search term proposal.

Regards,  
Sandra

**Sandra H. Masselink**

**ROPES & GRAY LLP**

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Boston, MA 02199-3600

[Sandra.Masselink@ropesgray.com](mailto:Sandra.Masselink@ropesgray.com)

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pronouns: she/her/hers

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**From:** Masselink, Sandra H.

**Sent:** Tuesday, September 22, 2026 8:36 PM

**To:** 'Haley Hawn' <[haley@pauillp.com](mailto:haley@pauillp.com)>; Zelis Plaintiffs' Counsel  
<[zelisplaintiffscounsel@pauillp.com](mailto:zelisplaintiffscounsel@pauillp.com)>

**Cc:** Willis, Jane <[Jane.Willis@ropesgray.com](mailto:Jane.Willis@ropesgray.com)>; McGinnis, Matthew  
<[Matthew.McGinnis@ropesgray.com](mailto:Matthew.McGinnis@ropesgray.com)>; Lee, Casey <[Casey.Lee@ropesgray.com](mailto:Casey.Lee@ropesgray.com)>

**Subject:** RE: In Re: Zelis Repricing Antitrust Litigation; Case No.: 1:25-cv-10734-BEM

Counsel:

Attached please find a further revised list of search terms that Zelis proposes applying to its custodial and non-custodial sources, as applicable. For convenience, we have indicated in redline the changes Zelis has made from Plaintiffs' September 18 proposed terms. We are available to discuss if it would be helpful. To the extent Plaintiffs intend to accept Zelis's proposal or provide a further counterproposal, we request that they do so no later than 12PM ET on Thursday, September 24.

In its proposal, Zelis has accepted certain of Plaintiffs' September 18 proposed terms in their entirety and accepted certain of Plaintiffs' September 18 proposed terms with reasonable modifications, including to correct formatting and character limit issues. Zelis maintains its objections to other of Plaintiffs' September 18 proposed terms, including because the identified terms are overbroad and unduly burdensome. Indeed, the search terms in Plaintiffs' September 18 proposal continue to hit on more than 2.5 million documents when run across the Zelis documents processed to date, and each of the objected-to terms hits on at least 150,000 documents. A set of terms that requires Zelis to review this number of collected documents is not narrowly tailored or proportionate to the needs of this case, nor is it consistent with the case schedule.

Zelis's proposed search terms are subject to Zelis's review and modification, including based on ongoing investigation and assessment of search term hit reports. In addition, these search terms are subject to and without waiving Zelis's responses and objections to Plaintiffs' requests for production, including as to the relevant time period. Zelis expressly reserves all rights, including the right to

modify, supplement, delete, or otherwise alter these proposed search terms.

Regards,  
Sandra

---

**From:** Haley Hawn <[haley@paulllp.com](mailto:haley@paulllp.com)>  
**Sent:** Friday, September 18, 2026 1:34 PM  
**To:** Masselink, Sandra H. <[Sandra.Masselink@ropesgray.com](mailto:Sandra.Masselink@ropesgray.com)>; Zelis Plaintiffs' Counsel <[zelisplaintiffscounsel@paulllp.com](mailto:zelisplaintiffscounsel@paulllp.com)>  
**Cc:** Willis, Jane <[Jane.Willis@ropesgray.com](mailto:Jane.Willis@ropesgray.com)>; McGinnis, Matthew <[Matthew.McGinnis@ropesgray.com](mailto:Matthew.McGinnis@ropesgray.com)>; Lee, Casey <[Casey.Lee@ropesgray.com](mailto:Casey.Lee@ropesgray.com)>  
**Subject:** RE: In Re: Zelis Repricing Antitrust Litigation; Case No.: 1:25-cv-10734-BEM

Counsel,

Please see attached correspondence and spreadsheet. As stated in our letter, we ask that you provide your response by Tuesday, September 22 to allow the parties' sufficient time to evaluate their positions before the Court's Friday deadline to submit competing proposals.

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:** Masselink, Sandra H. <[Sandra.Masselink@ropesgray.com](mailto:Sandra.Masselink@ropesgray.com)>  
**Sent:** Friday, September 11, 2026 3:56 PM  
**To:** Haley Hawn <[haley@paulllp.com](mailto:haley@paulllp.com)>; Zelis Plaintiffs' Counsel <[zelisplaintiffscounsel@paulllp.com](mailto:zelisplaintiffscounsel@paulllp.com)>  
**Cc:** Willis, Jane <[Jane.Willis@ropesgray.com](mailto:Jane.Willis@ropesgray.com)>; McGinnis, Matthew <[Matthew.McGinnis@ropesgray.com](mailto:Matthew.McGinnis@ropesgray.com)>; Lee, Casey <[Casey.Lee@ropesgray.com](mailto:Casey.Lee@ropesgray.com)>  
**Subject:** RE: In Re: Zelis Repricing Antitrust Litigation; Case No.: 1:25-cv-10734-BEM

Counsel: Attached please find a revised list of search terms that Zelis proposes applying to its custodial and non-custodial sources, as applicable. For convenience, we have indicated in redline the changes from the initial list of search terms Zelis proposed on July 1, which include accepting certain of Plaintiffs' proposed terms with reasonable modifications. Zelis is prepared to and will need to move forward with these search terms now in order to complete document review and production in a timely fashion.

These search terms are subject to Zelis's review and modification, including based on ongoing investigation and assessment of search term hit reports. Zelis expressly reserve all rights, including the right to modify, supplement, delete, or otherwise alter these proposed search terms.

Regards,  
Sandra

**Sandra H. Masselink**

**ROPES & GRAY LLP**

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pronouns: she/her/hers

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---

**From:** Masselink, Sandra H.

**Sent:** Wednesday, September 09, 2026 5:27 PM

**To:** 'Haley Hawn' <[haley@paulllp.com](mailto:haley@paulllp.com)>; Zelis Plaintiffs' Counsel  
<[zelisplaintiffscounsel@paulllp.com](mailto:zelisplaintiffscounsel@paulllp.com)>

**Cc:** Willis, Jane <[Jane.Willis@ropesgray.com](mailto:Jane.Willis@ropesgray.com)>; McGinnis, Matthew  
<[Matthew.McGinnis@ropesgray.com](mailto:Matthew.McGinnis@ropesgray.com)>; Lee, Casey <[Casey.Lee@ropesgray.com](mailto:Casey.Lee@ropesgray.com)>

**Subject:** RE: In Re: Zelis Repricing Antitrust Litigation; Case No.: 1:25-cv-10734-BEM

Haley: We have no reason to believe the junk file issue had any meaningful impact on the number of documents containing hits, unique hits for each string, or total unique hits across the proposed search terms. The total document hits is well in excess of 5 million documents, which as previously explained is a disproportionately large number of hits due to Plaintiffs' overbroad terms. We will circle back no later than this Friday with a further revised set of proposed search terms.

Regards,  
Sandra

---

**From:** Haley Hawn <[haley@paulllp.com](mailto:haley@paulllp.com)>

**Sent:** Wednesday, September 09, 2026 1:47 PM

**To:** Masselink, Sandra H. <[Sandra.Masselink@ropesgray.com](mailto:Sandra.Masselink@ropesgray.com)>; Zelis Plaintiffs' Counsel <[zelisplaintiffscounsel@paulllp.com](mailto:zelisplaintiffscounsel@paulllp.com)>  
**Cc:** Willis, Jane <[Jane.Willis@ropesgray.com](mailto:Jane.Willis@ropesgray.com)>; McGinnis, Matthew <[Matthew.McGinnis@ropesgray.com](mailto:Matthew.McGinnis@ropesgray.com)>; Lee, Casey <[Casey.Lee@ropesgray.com](mailto:Casey.Lee@ropesgray.com)>  
**Subject:** RE: In Re: Zelis Repricing Antitrust Litigation; Case No.: 1:25-cv-10734-BEM

Sandra,

Thank you for providing Zelis's hit report. It would be helpful if you could also provide the total number documents across which the hit report was run.

Additionally, we acknowledge your note that while running the hit report, a processing error occurred regarding document attachments, rendering the column reflecting "Documents With Hits, Including Group" inaccurate because of certain junk files. Please provide a corrected hit report once the attachment-processing issue has been resolved. Please also confirm whether the processing error affects any other figures in the hit report, including the number of documents containing hits, unique hits for each string, or total unique hits across the proposed search terms. We also ask that Zelis identify the approximate number and nature of junk files that caused the issue.

We look forward to receiving Zelis's counterproposals by September 11 and will reach out to schedule a meet and confer shortly thereafter.

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:** Masselink, Sandra H. <[Sandra.Masselink@ropesgray.com](mailto:Sandra.Masselink@ropesgray.com)>  
**Sent:** Tuesday, September 8, 2026 8:20 PM  
**To:** Mari Stewart <[Mari@paulllp.com](mailto:Mari@paulllp.com)>; Zelis Plaintiffs' Counsel <[zelisplaintiffscounsel@paulllp.com](mailto:zelisplaintiffscounsel@paulllp.com)>  
**Cc:** Willis, Jane <[Jane.Willis@ropesgray.com](mailto:Jane.Willis@ropesgray.com)>; McGinnis, Matthew <[Matthew.McGinnis@ropesgray.com](mailto:Matthew.McGinnis@ropesgray.com)>; Lee, Casey <[Casey.Lee@ropesgray.com](mailto:Casey.Lee@ropesgray.com)>  
**Subject:** RE: In Re: Zelis Repricing Antitrust Litigation; Case No.: 1:25-cv-10734-BEM

Counsel,

Zelis objects to each of Plaintiffs' August 25 proposed revisions and additions to Zelis's proposed search terms, including on the grounds that Plaintiffs' proposed terms are patently overbroad and contain significant errors and formatting issues. Rather than address these issues, which Zelis raised in its August 21 letter in response to Plaintiffs' July 31 search terms proposal, Plaintiffs' August 25 proposal repeats them. Each of the revisions expands the scope of the original term such that it is no longer reasonably connected to the issues in this case. The gross overbreadth of Plaintiffs' search terms is demonstrated by the fact that, when run against the custodial documents Zelis has collected and processed to date, Plaintiffs' proposed terms result in more than 5 million document hits. Any terms that require Zelis to review this number of collected documents are not narrowly tailored or proportionate to the needs of the case.

Nevertheless, pursuant to Paragraph V.E.3(e) of the ESI Protocol, Zelis provides the attached search term hit report. As Zelis stated in its August 28 email to Plaintiffs regarding search terms, Plaintiffs' proposed modifications to Zelis's search terms were so overbroad and burdensome that they required Zelis's e-discovery vendor to re-format a majority of the terms so that the terms could be tested; Zelis's e-discovery vendor also needed to remove stop/noise words from the document index in order to test Plaintiffs' proposed terms. The hit report reflects those changes, and further reflects that in one instance, a term was unable to run despite repeated testing. Lastly, Zelis notes that during this testing, it became aware of a processing issue related to document attachments. Thus while the hit report contains a column reflecting "Documents With Hits, Including Group" in accordance with the ESI Protocol, the hit counts in that column alone may not be accurate because of certain junk files. The hit counts in the "Documents with Hits" and "Unique Hits" columns nonetheless underscore the significant overbreadth of Plaintiffs' proposed terms.

In light of these objections to Plaintiffs' proposed revisions and additions to Zelis's proposed search terms, which are not exhaustive, Zelis believes its original search term proposal, subject to modification as a result of Zelis's ongoing search term testing, is appropriately tailored and proportionate to the needs of this case. Zelis is, however, willing to accept certain of Plaintiffs' proposed terms with appropriate modifications, and intends to provide a further revised set of proposed search terms by September 11. Zelis remains willing to meet and confer in good faith with Plaintiffs regarding further reasonable revisions to those terms, pursuant to Paragraph V.E.3(f) of the ESI Protocol.

Zelis reserves all rights and waives none.

Regards,  
Sandra

**Sandra H. Masselink**

**ROPES & GRAY LLP**

T +1 617 235 4114 | M +1 908 420 1398

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Boston, MA 02199-3600

[Sandra.Masselink@ropesgray.com](mailto:Sandra.Masselink@ropesgray.com)

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pronouns: she/her/hers

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**From:** Masselink, Sandra H.

**Sent:** Friday, August 28, 2026 3:05 PM

**To:** 'Mari Stewart' <[Mari@paulllp.com](mailto:Mari@paulllp.com)>; McGinnis, Matthew <[Matthew.McGinnis@ropesgray.com](mailto:Matthew.McGinnis@ropesgray.com)>; Willis, Jane <[Jane.Willis@ropesgray.com](mailto:Jane.Willis@ropesgray.com)>; Lee, Casey <[Casey.Lee@ropesgray.com](mailto:Casey.Lee@ropesgray.com)>

**Cc:** Zelis Plaintiffs' Counsel <[zelisplaintiffscounsel@paulllp.com](mailto:zelisplaintiffscounsel@paulllp.com)>

**Subject:** RE: In Re: Zelis Repricing Antitrust Litigation; Case No.: 1:25-cv-10734-BEM

Counsel,

We are in receipt of Plaintiffs' August 25, 2026 letter regarding search terms. Plaintiffs write that their July 31 terms reflected "proposed revisions and additions to Zelis' July 1, 2026 proposed search terms" and that they have now "further revised their July 31 search term proposals." To clarify the record, as Zelis pointed out in its August 21 letter, Plaintiffs' July 31 terms improperly proposed an entirely new set of "universal" strings rather than providing proposed revisions and additions to Zelis's proposed search strings, or otherwise substantively engaging with Zelis's proposed search strings, as required under the ESI Protocol.

Plaintiffs demand that Zelis provide objections and hit reports for Plaintiffs' August 25 terms by August 31. However, an August 31 deadline is premised on Plaintiffs serving compliant terms in response to Zelis's July 1 proposed terms, which they did not do. As noted above, Plaintiffs' July 31 proposal failed to comply with the procedure provided under the ESI Protocol, and Plaintiffs' August 25 proposal came a mere six days before August 31. Given Plaintiffs' delay, Plaintiffs have no basis to demand Zelis provide the requested materials by August 31.

In any event, Zelis has provided Plaintiffs' proposed terms to its e-discovery vendor and is working on providing the information outlined in the ESI Protocol, to the extent possible. Note, however, that Plaintiffs' August 25 terms appear to continue to be overbroad and burdensome. Indeed, more than half of Plaintiffs' 61 newly-revised terms are so expansive and/or duplicative that Zelis's e-discovery

platform cannot test them as drafted. Given this, and as before, Zelis expects that the corrections its e-discovery vendor will have to make to Plaintiffs' terms will take time. As for the proposed terms that *can* be tested, the terms generate unique hits on approximately 85% of Zelis's custodial documents, inclusive of families, processed to date. Such expansive search term hits are unreasonable and unduly burdensome, particularly considering that these results are generated by fewer than half of Plaintiffs' proposed terms.

Please let us know if you'd like to discuss.

Regards,  
Sandra

---

**From:** Mari Stewart <[Mari@paulllp.com](mailto:Mari@paulllp.com)>  
**Sent:** Tuesday, August 25, 2026 6:07 PM  
**To:** McGinnis, Matthew <[Matthew.McGinnis@ropesgray.com](mailto:Matthew.McGinnis@ropesgray.com)>; Willis, Jane <[Jane.Willis@ropesgray.com](mailto:Jane.Willis@ropesgray.com)>; Masselink, Sandra H. <[Sandra.Masselink@ropesgray.com](mailto:Sandra.Masselink@ropesgray.com)>; Lee, Casey <[Casey.Lee@ropesgray.com](mailto:Casey.Lee@ropesgray.com)>  
**Cc:** Zelis Plaintiffs' Counsel <[zelisplaintiffscounsel@paulllp.com](mailto:zelisplaintiffscounsel@paulllp.com)>  
**Subject:** In Re: Zelis Repricing Antitrust Litigation; Case No.: 1:25-cv-10734-BEM

Counsel, please find attached correspondence from Attorney Rick Paul, as well as the referenced enclosure.

Please contact us if you have any questions. Thank you,

**Mari Stewart**

Paralegal



600 Broadway Blvd., Suite 600  
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# EXHIBIT G



Outlook

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**RE: Zelis - TAR Disclosure**

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**From** Masselink, Sandra H. <Sandra.Masselink@ropesgray.com>**Date** Fri 9/18/2026 5:59 PM**To** Jason Hartley <hartley@hartleyllp.com>; Emily Chen <echen@mcdermottlaw.com>; EXTERNAL RECIPIENTS - Zelis.Joint.Defense.Group <Zelis.Joint.Defense.Group@ropesgray.com>**Cc** Zelis Plaintiffs' Counsel <zelisplaintiffscounsel@pauillp.com>; jsimon@mcdermottlaw.com <jsimon@mcdermottlaw.com>; whaskel@mcdermottlaw.com <whaskel@mcdermottlaw.com>; ccosillos@mcdermottlaw.com <ccosillos@mcdermottlaw.com>; McGinnis, Matthew <Matthew.McGinnis@ropesgray.com>; Lee, Casey <Casey.Lee@ropesgray.com>

Jason: Your assertion below is also inconsistent with Zelis's disclosure regarding its intended use of TAR. To be clear, subject to its responses and objections to Plaintiffs' requests for production, Zelis intends to use TAR in connection with its review of documents that hit on the search terms to be applied to Zelis documents, regardless of the search terms ultimately applied.

Best,  
Sandra

**Sandra H. Masselink****ROPES & GRAY LLP**

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pronouns: she/her/hers

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**From:** Jason Hartley <hartley@hartleyllp.com>**Sent:** Friday, September 18, 2026 8:27 PM**To:** Emily Chen <echen@mcdermottlaw.com>; EXTERNAL RECIPIENTS - Zelis.Joint.Defense.Group <Zelis.Joint.Defense.Group@ropesgray.com>**Cc:** Zelis Plaintiffs' Counsel <zelisplaintiffscounsel@pauillp.com>; jsimon@mcdermottlaw.com; whaskel@mcdermottlaw.com; ccosillos@mcdermottlaw.com**Subject:** Re: Zelis - TAR Disclosure

Thank you for clarifying, Emily. The problematic language before was "that hit on Cigna's search terms." Similar language was used by other Defendants. With your representation, we consider Cigna in compliance with the Court's directive.

---

**From:** "Chen, Emily T." <[echen@mcdermottlaw.com](mailto:echen@mcdermottlaw.com)>

**Date:** Friday, September 18, 2026 at 5:16 PM  
**To:** Jason Hartley <[hartley@hartleyllp.com](mailto:hartley@hartleyllp.com)>, "EXTERNAL RECIPIENTS - Zelis.Joint.Defense.Group" <[Zelis.Joint.Defense.Group@ropesgray.com](mailto:Zelis.Joint.Defense.Group@ropesgray.com)>  
**Cc:** Zelis Plaintiffs' Counsel <[zelisplaintiffscounsel@paulllp.com](mailto:zelisplaintiffscounsel@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: Zelis - TAR Disclosure

Jason,

Per the attached email thread, Cigna disclosed earlier this week how it intends to use TAR, including in response to Plaintiffs' requests for clarification. Specifically, subject to and without waiver of its responses and objections to Plaintiffs' RFPs, Cigna stated that it will use TAR to review documents collected in connection with this litigation that hit on Cigna's search terms, except for the categories identified in its September 17 email. Contrary to your representation below, Cigna has already advised how TAR will be used for the document populations described in its correspondence. For the avoidance of doubt, Cigna will use TAR for the applicable document populations regardless of the search terms ultimately applied.

Emily

**Emily T. Chen**

Partner

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---

**From:** Jason Hartley <[hartley@hartleyllp.com](mailto:hartley@hartleyllp.com)>  
**Sent:** Friday, September 18, 2026 7:09 PM  
**To:** EXTERNAL RECIPIENTS - Zelis.Joint.Defense.Group  
<[Zelis.Joint.Defense.Group@ropesgray.com](mailto:Zelis.Joint.Defense.Group@ropesgray.com)>  
**Cc:** Zelis Plaintiffs' Counsel <[zelisplaintiffscounsel@paulllp.com](mailto:zelisplaintiffscounsel@paulllp.com)>  
**Subject:** Zelis - TAR Disclosure

**[ External Email ]**

Dear counsel,

The Court on Monday ordered each Defendant to advise Plaintiffs whether they plan to use TAR to further limit what is produced in this case. This was in response to Plaintiffs' request for clarity because the use of TAR influences the scope of search terms that are appropriate and that Plaintiffs would propose to Defendants. Despite that instruction, it appears each

Defendant has advised it would decide whether to use TAR depending on the search terms. As we have advised on meet and confers, this puts the cart before the horse. Plaintiffs cannot know what search terms to propose when they do not know the environment in which search terms will be deployed.

Defendants' representations today regarding TAR are no different than they were last week before the Court ordered them to tell Plaintiffs whether they will use TAR or not. The Court's instruction was not meant to be superfluous. We ask that each Defendant advise unequivocally whether it will use TAR or if it will not use TAR, in compliance with the Court's directive, so that the parties can negotiate appropriate search terms.

Jason S. Hartley

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\*\*\*\*\*

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# EXHIBIT H



Rick Paul  
Partner

T 816.984.8100  
F 816.984.8101

July 31, 2026

**Via Email**

zelis.joint.defense.group@ropesandgray.com

**Re: *In re: Zelis Repricing Antitrust Litigation*, 1:25-cv-10734-BEM (D. Mass.)**

Dear Counsel:

Pursuant to Section V.E.3(d) of the Stipulated ESI Protocol (ECF 265), Plaintiffs' revisions and additions to Defendants' proposed search terms are attached hereto. In providing these revisions, Plaintiffs reserve all rights and positions, including but not limited to the right to propose additional search terms at any time before the close of fact discovery (Sec. V.E.3(g)), and no waiver of any kind shall be inferred.

The following key applies to the included search terms:

|                        |                                                                                                                                                                                                                                                                                                                           |
|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Capitalization:</b> | The search terms attached hereto are to be interpreted expansively. Any capitalization is not to be applied or interpreted in a way to exclude non-capitalized words. Similarly, any non-capitalized words are not to be applied or interpreted in a way that excludes words which are capitalized (in whole or in part). |
| <b>!:</b>              | Use of the exclamation mark symbol means that the software is to return documents, which include a word as completed in whatever form. For example, work! returns documents with work, worked, works, worker, workers, working, workings.                                                                                 |
| <b>*:</b>              | Use of the asterisk symbol herein means that one letter can be substituted. For example, s*me returns documents with same and some.                                                                                                                                                                                       |

As reflected in the attached, Plaintiffs' revisions and additions are fashioned as a universal set of terms to be applied across all of Defendants' documents. Plaintiffs anticipate that, as discovery progresses, a need for individual Defendant-specific search terms may arise. Should individualized sets become necessary, Plaintiffs will promptly raise the issue.

Please confirm that within 30 days of receiving these additions and revisions, Defendants will provide: (a) any objections to Plaintiffs' proposed revisions including information sufficient to support any objections, and (b) a hit report for each objected to revision or addition to the search terms showing the number of hits, hits with families, unique hits for that search relative to the total number of hits, and unique hits for all search terms under discussion between the producing Party and the liaison for the receiving Parties. See Sec. V.E.3(e).

Sincerely,

A handwritten signature in blue ink, appearing to read 'Rick Paul', is written over a light blue horizontal line.

Rick Paul

# EXHIBIT I



Outlook

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**Re: In re Zelis Pricing Antitrust Litigation**

---

**From** Jason Hartley <hartley@hartleyllp.com>**Date** Wed 8/5/2026 6:45 PM**To** Lee, Casey <Casey.Lee@ropesgray.com>; Fatima Brizuela <fbrizuela@scott-scott.com>; haley <haley@paulllp.com>; rick <rick@paulllp.com>; Mary Jane Fait <maryjane@paulllp.com>; Kenneth Frost <frost@hartleyllp.com>**Cc** Rogers, Erin <erogers@eimerstahl.com>; McGinnis, Matthew <Matthew.McGinnis@ropesgray.com>; lily.rudy@bclplaw.com <lily.rudy@bclplaw.com>; ssolberg@EimerStahl.com <ssolberg@EimerStahl.com>; bwaldin@EimerStahl.com <bwaldin@EimerStahl.com>; vjacobsen@EimerStahl.com <vjacobsen@EimerStahl.com>; david.schwartz@bclplaw.com <david.schwartz@bclplaw.com>; nmccullough@wc.com <nmccullough@wc.com>; justin.kingsolver@bclplaw.com <justin.kingsolver@bclplaw.com>; TRyan@wc.com <TRyan@wc.com>; bchang@EimerStahl.com <bchang@EimerStahl.com>; Zelis.Joint.Defense.Group <Zelis.Joint.Defense.Group@ropesgray.com>

External (hartley@hartleyllp.com)

[Safe](#) [Spam](#) [Phish](#) [More...](#) [FAQ](#) [Protection by INKY](#)

Counsel,

Surely you wouldn't want us to send you a draft report before it is ready.

We appreciate your disclosure of potential agenda items Defendants may raise. With respect to your claim that Plaintiffs failed to provide revisions and additions to proposed search terms, we don't feel that is an accurate characterization. Plaintiffs are unaware of any provision in our ESI Protocol that would prohibit a party from proposing a global set of search terms, as Plaintiffs did, or requires the use of redline. If Defendants believe otherwise, please provide the relevant citation and we will review.

Plaintiffs fashioned their revisions and additions to Defendants' proposed search terms as a global set to promote efficiency. Each Defendant proposed nearly identical search strings in different orders. As such, a set of global revisions and additions makes sense. Moreover, Plaintiffs have served nearly identical RFPs to each Defendant, further warranting the use of a set of global search terms. Of course, Plaintiffs are not opposed to including additional individualized search strings on an as-needed basis, and in fact proposed that approach in the July 31 correspondence. As such, we see no need for further revisions at this time.

Regarding the objection and hit report deadline under Sec. V.E.3(e), Plaintiffs are agreeable to August 31.

Jason S. Hartley

  
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**From:** "Lee, Casey" <[Casey.Lee@ropesgray.com](mailto:Casey.Lee@ropesgray.com)>

**Date:** Wednesday, August 5, 2026 at 5:21 PM

**To:** Jason Hartley <[hartley@hartleyllp.com](mailto:hartley@hartleyllp.com)>, Fatima Brizuela <[fbrizuela@scott-scott.com](mailto:fbrizuela@scott-scott.com)>, Haley Hawn <[haley@paulllp.com](mailto:haley@paulllp.com)>, Rick Paul <[rick@paulllp.com](mailto:rick@paulllp.com)>, Mary Jane Fait <[maryjane@paulllp.com](mailto:maryjane@paulllp.com)>, Kenneth Frost <[frost@hartleyllp.com](mailto:frost@hartleyllp.com)>

**Cc:** "Rogers, Erin" <[erogers@eimerstahl.com](mailto:erogers@eimerstahl.com)>, "McGinnis, Matthew" <[Matthew.McGinnis@ropesgray.com](mailto:Matthew.McGinnis@ropesgray.com)>, "[lily.rudy@bclplaw.com](mailto:lily.rudy@bclplaw.com)" <[lily.rudy@bclplaw.com](mailto:lily.rudy@bclplaw.com)>, "[ssolberg@EimerStahl.com](mailto:ssolberg@EimerStahl.com)" <[ssolberg@EimerStahl.com](mailto:ssolberg@EimerStahl.com)>, "[bwaldin@EimerStahl.com](mailto:bwaldin@EimerStahl.com)" <[bwaldin@EimerStahl.com](mailto:bwaldin@EimerStahl.com)>, "[vjacobsen@EimerStahl.com](mailto:vjacobsen@EimerStahl.com)" <[vjacobsen@EimerStahl.com](mailto:vjacobsen@EimerStahl.com)>, "[david.schwartz@bclplaw.com](mailto:david.schwartz@bclplaw.com)" <[david.schwartz@bclplaw.com](mailto:david.schwartz@bclplaw.com)>, "[nmccullough@wc.com](mailto:nmccullough@wc.com)" <[nmccullough@wc.com](mailto:nmccullough@wc.com)>, "[justin.kingsolver@bclplaw.com](mailto:justin.kingsolver@bclplaw.com)" <[justin.kingsolver@bclplaw.com](mailto:justin.kingsolver@bclplaw.com)>, "[TRyan@wc.com](mailto:TRyan@wc.com)" <[TRyan@wc.com](mailto:TRyan@wc.com)>, "[bchang@EimerStahl.com](mailto:bchang@EimerStahl.com)" <[bchang@EimerStahl.com](mailto:bchang@EimerStahl.com)>, "Zelis.Joint.Defense.Group" <[Zelis.Joint.Defense.Group@ropesgray.com](mailto:Zelis.Joint.Defense.Group@ropesgray.com)>

**Subject:** RE: In re Zelis Pricing Antitrust Litigation

Counsel: It is not sufficient to say Plaintiffs will circulate the draft joint status report and agenda "when it is ready." We have requested that Plaintiffs meet their responsibility to prepare the initial draft of the joint status report and proposed agenda by asking that Plaintiffs provide them by the reasonable time of noon ET tomorrow—just one day before they are due. Each of the Defendants (including each client) needs an adequate opportunity to review and coordinate on responses and additions, and both sides need time to finalize these submissions in advance of this Friday's 6:00 p.m. ET filing deadline. This is especially important because Plaintiffs have yet to disclose any issue that they intend to include in the joint status report or the agenda for the August 14 status conference. If, despite this, Plaintiffs are unable to provide their drafts by noon ET tomorrow, please identify a time certain tomorrow when Plaintiffs will provide drafts of these filings, so that the parties can try to proceed on an orderly basis for responses and filing.

With respect to Defendants, we presently intend to raise Plaintiffs' failure to provide "proposed revisions and additions" to Defendants' proposed search terms as required under Section V.E.3.d. of the Stipulated ESI Protocol—an issue we identified to Plaintiffs on August 3—as well as their ongoing failure to serve their complete requests for structured data. We are also evaluating Plaintiffs' correspondence from yesterday responding to Defendants' July 17 letter addressing Plaintiffs'

discovery responses.

We hope the parties can agree on an orderly and reasonable process for the joint status report due this Friday and going forward; if not, Defendants reserve all rights to raise the matter with the Court at next week's conference.

Regards,  
Casey

**Casey Kyung-Se Lee**

\_\_\_\_\_  
\_\_\_\_\_  
  
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**From:** Jason Hartley <[hartley@hartleyllp.com](mailto:hartley@hartleyllp.com)>

**Sent:** Wednesday, August 05, 2026 6:27 PM

**To:** Lee, Casey <[Casey.Lee@ropesgray.com](mailto:Casey.Lee@ropesgray.com)>; Fatima Brizuela <[fbrizuela@scott-scott.com](mailto:fbrizuela@scott-scott.com)>; Haley Hawn <[haley@paulllp.com](mailto:haley@paulllp.com)>; Rick Paul <[rick@paulllp.com](mailto:rick@paulllp.com)>; Mary Jane Fait <[maryjane@paulllp.com](mailto:maryjane@paulllp.com)>; Kenneth Frost <[frost@hartleyllp.com](mailto:frost@hartleyllp.com)>

**Cc:** Rogers, Erin <[erogers@eimerstahl.com](mailto:erogers@eimerstahl.com)>; McGinnis, Matthew <[Matthew.McGinnis@ropesgray.com](mailto:Matthew.McGinnis@ropesgray.com)>; [lily.rudy@bclplaw.com](mailto:lily.rudy@bclplaw.com); [ssolberg@EimerStahl.com](mailto:ssolberg@EimerStahl.com); [bwaldin@EimerStahl.com](mailto:bwaldin@EimerStahl.com); [vjacobsen@EimerStahl.com](mailto:vjacobsen@EimerStahl.com); [david.schwartz@bclplaw.com](mailto:david.schwartz@bclplaw.com); [nmccullough@wc.com](mailto:nmccullough@wc.com); [justin.kingsolver@bclplaw.com](mailto:justin.kingsolver@bclplaw.com); [TRyan@wc.com](mailto:TRyan@wc.com); [bchang@EimerStahl.com](mailto:bchang@EimerStahl.com); Zelis.Joint.Defense.Group <[Zelis.Joint.Defense.Group@ropesgray.com](mailto:Zelis.Joint.Defense.Group@ropesgray.com)>

**Subject:** Re: In re Zelis Pricing Antitrust Litigation

We have begun drafting the Joint Report and will circulate when it is ready. If Defendants have their portion, please forward it and we will incorporate it. Of course, all parties will have a chance to review and respond to the other's submission.

**Jason S. Hartley**

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**From:** "Lee, Casey" <[Casey.Lee@ropesgray.com](mailto:Casey.Lee@ropesgray.com)>  
**Date:** Wednesday, August 5, 2026 at 3:10 PM  
**To:** Jason Hartley <[hartley@hartleyllp.com](mailto:hartley@hartleyllp.com)>, Fatima Brizuela <[fbrizuela@scott-scott.com](mailto:fbrizuela@scott-scott.com)>, Haley Hawn <[haley@paulllp.com](mailto:haley@paulllp.com)>, Rick Paul <[rick@paulllp.com](mailto:rick@paulllp.com)>, Mary Jane Fait <[maryjane@paulllp.com](mailto:maryjane@paulllp.com)>, Kenneth Frost <[frost@hartleyllp.com](mailto:frost@hartleyllp.com)>  
**Cc:** "Rogers, Erin" <[erogers@eimerstahl.com](mailto:erogers@eimerstahl.com)>, "McGinnis, Matthew" <[Matthew.McGinnis@ropesgray.com](mailto:Matthew.McGinnis@ropesgray.com)>, "[lily.rudy@bclplaw.com](mailto:lily.rudy@bclplaw.com)" <[lily.rudy@bclplaw.com](mailto:lily.rudy@bclplaw.com)>, "[ssolberg@EimerStahl.com](mailto:ssolberg@EimerStahl.com)" <[ssolberg@EimerStahl.com](mailto:ssolberg@EimerStahl.com)>, "[bwaldin@EimerStahl.com](mailto:bwaldin@EimerStahl.com)" <[bwaldin@EimerStahl.com](mailto:bwaldin@EimerStahl.com)>, "[vjacobsen@EimerStahl.com](mailto:vjacobsen@EimerStahl.com)" <[vjacobsen@EimerStahl.com](mailto:vjacobsen@EimerStahl.com)>, "[david.schwartz@bclplaw.com](mailto:david.schwartz@bclplaw.com)" <[david.schwartz@bclplaw.com](mailto:david.schwartz@bclplaw.com)>, "[nmccullough@wc.com](mailto:nmccullough@wc.com)" <[nmccullough@wc.com](mailto:nmccullough@wc.com)>, "[justin.kingsolver@bclplaw.com](mailto:justin.kingsolver@bclplaw.com)" <[justin.kingsolver@bclplaw.com](mailto:justin.kingsolver@bclplaw.com)>, "[TRyan@wc.com](mailto:TRyan@wc.com)" <[TRyan@wc.com](mailto:TRyan@wc.com)>, "[bchang@EimerStahl.com](mailto:bchang@EimerStahl.com)" <[bchang@EimerStahl.com](mailto:bchang@EimerStahl.com)>, "Zelis.Joint.Defense.Group" <[Zelis.Joint.Defense.Group@ropesgray.com](mailto:Zelis.Joint.Defense.Group@ropesgray.com)>  
**Subject:** RE: In re Zelis Pricing Antitrust Litigation

Counsel:

We write regarding the parties' Joint Status Report and proposed agenda due this Friday, August 7, a week before the August 14 status conference. See ECF 252. Given that this deadline is just two days away, and in light of the Court's directive at the July 8, 2026 conference that Plaintiffs take the "laboring oar" on this front, please provide us with a draft Joint Status Report and proposed agenda by no later than **12:00 p.m. ET tomorrow (August 6)**.

Regards,  
Casey

**Casey Kyung-Se Lee**

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