

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

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

In accordance with the Court's Order (Dkt. 252), Counsel for the parties respectfully submit this Joint Status Report and Proposed Agenda in advance of the August 14, 2026 Status Conference before Judge Murphy and Case Management Conference before Magistrate Judge Boal.

I. PROPOSED AGENDA

- A. Structured data field disclosures;
- B. Number of depositions;
- C. Deadline for the substantial completion of document discovery;
- D. Process for negotiating search terms; and
- E. Discovery disputes regarding Plaintiffs' responses to Defendants' RFPs.

II. JOINT STATUS REPORT

A. Structured Data Field Disclosures

Plaintiffs' Statement: Defendants' assertion that Plaintiffs should issue requests for Defendants' structured data before the parties have resolved the scope of structured data fields to be produced in the structured data itself is a transparent attempt to disrupt Plaintiffs' ability to issue

informed requests. Plaintiffs requested, and this Court entered, a Scheduling Order calling for a preliminary disclosure of “data fields, along with their respective location, meaning, relationship and other data that can assist in determining their significance or pertinence.” Dkt. 222 at 1. The purpose of this process is to assist the receiving party in determining what data fields are significant to the case, and should thus be requested in discovery. It is nonsensical and highly prejudicial for Defendants to insist that Plaintiffs are delaying structured data discovery process because Plaintiffs—who are outsiders to Defendants’ organizations and structured data—are analyzing Defendants’ structured data disclosures before issuing further requests.

To date, Plaintiffs have largely resolved discussions regarding the scope of data fields through the meet and confer process, reserving their rights. On July 27, 2026, after reviewing Defendants’ initial structured data disclosures, Plaintiffs issued correspondence to Aetna, Cigna, Elevance, United, and the Zelis Defendants requesting clarification and additional information regarding data fields, custodial and non-custodial sources, and data dictionaries. Plaintiffs issued the same request to Humana on July 28, 2026.

While Plaintiffs’ position has been that all data fields should be disclosed to inform the Receiving Party sufficiently to “determine their significance” and decide what to request with specificity, Plaintiffs have accepted the responses provided by Aetna, Cigna, Zelis, Humana, and Elevance, reserving all rights to request additional information regarding data fields should it appear that relevant claims data was not produced upon reviewing their actual productions. Having received this additional information, Plaintiffs will issue requests to those Defendants for the structured data.

Having reviewed United’s response, Plaintiffs believe additional information and clarification are needed and are thus not in a position to accept the response as sufficient and issue

corresponding requests. Plaintiffs anticipate that the issues should be resolved promptly upon further discussions between the parties. Once a satisfactory answer is received, Plaintiffs will promptly serve data discovery on United as well.

Defendants' Statement: Defendants seek the Court's assistance in addressing Plaintiffs' delay in issuing requests for production describing the full set of structured data they seek. Their delay in doing so risks compromising the parties' ability to comply with the October 1, 2026 deadline to complete structured data productions.

On May 26, 2026, Plaintiffs served their first sets of requests for production. These sets did not include any request for the full scope of structured data sought by Plaintiffs; instead, they sought only "samples" of structured data. Shortly thereafter, on June 5, Defendants flagged this omission and urged Plaintiffs to serve their complete structured data production requests promptly, so that Defendants could undertake the time- and resource-intensive work of large-scale data collection on a timeline compatible with the Court's schedule. In response, Plaintiffs declined to serve such requests; instead, they said that they required additional information in order "to make the most efficient, sensible and focused" data request. In subsequent correspondence, and in the parties' July 6 Joint Status Report (Dkt. 247), Plaintiffs took the position that they required Defendants to disclose *all* data fields that exist within the platforms and databases relevant to this litigation, insisting that they could not formulate a substantive data request without that information.

On or before July 6, in accordance with the Court's Scheduling Order (Dkt. 222), Defendants disclosed their respective data fields and provided Plaintiffs with explanatory materials such as data samples and/or data dictionaries, as applicable. Plaintiffs followed up with certain requests for additional information from Defendants, which all Defendants have addressed. In this

Joint Status Report, Plaintiffs now confirm that they have “accepted the data field disclosures of Aetna, Cigna, Humana, and Zelis.” And as to Elevance and United, Plaintiffs have not identified any particular field or information that is missing from those Defendants’ data field disclosures, and those Defendants are not aware of any disputes regarding the scope of their data disclosures.

More than two months have passed since Defendants first highlighted the lack of a full structured data request from Plaintiffs, and there is now less than eight weeks until the October 1 structured data production deadline. Yet Defendants still do not know the full scope of structured data that Plaintiffs seek or whether it remains feasible to comply with the current deadline. And while Plaintiffs represent that they “intend to serve data discovery requests” for certain Defendants, they have not agreed to do so by any specified date. To the extent that Plaintiffs have not issued requests for production of structured data to all Defendants by the August 14 Status Conference, Defendants respectfully request that the Court order Plaintiffs to issue such requests no later than August 18 so that the parties can promptly begin discussing those requests, if necessary.

B. Number of Depositions

Plaintiffs’ Statement: Five Defendants have been added to this action through the Second Amended Consolidated Class Action Complaint (“Compl.”), which Plaintiffs were granted leave to file and did file on August 3, 2026. Dkts. 272-273. Those Defendants are:

- Meritain Health, Inc. (subsidiary of defendant Aetna, Inc.);
- Cigna Health and Life Insurance Company (subsidiary of defendant The Cigna Group);
- HealthSCOPE Benefits, Inc. (subsidiary of UnitedHealth);
- UMR, Inc. (same), and;
- Blue Cross of California (subsidiary of defendant Elevance).

Considering these additions, the number of Defendants went from eight to thirteen (13) in this matter—all of which are healthcare entities that operate nationwide.¹ The Deposition Protocol (Dkt. 263), entered before Plaintiffs were granted leave to add the five new defendants and over Plaintiffs' objections, permits Plaintiffs to take only twenty (20) depositions of the Defendants as a group and no more than five (5) depositions of any one Defendant. *Id.* at ¶ I.A.1.

In Plaintiffs' experience litigating dozens of antitrust class actions over several decades, a limit of only 20 depositions of thirteen (13) defendants is unmanageable and highly prejudicial to Plaintiffs' ability to discover admissible evidence for use on summary judgment and at trial. As the initial disclosures served by certain Defendants show, each Defendant or Defendant group has a hierarchical structure with pertinent witnesses at several levels. Although it is too early to know how many depositions Plaintiffs will need to take of each Defendant or Defendant group, Plaintiffs know enough now to know that a 20-deposition cap is unreasonable given the complexity of the antitrust claims and Defendants' nationwide businesses in this case. At a minimum, Plaintiffs anticipate the need to depose certain employees of every Defendant about their communications with co-Defendants and pertinent third parties, interactions with healthcare providers, corporate structure, re-pricing activities, and reimbursement methodologies, among other topics. Some of these topics involve different witnesses with distinct knowledge and responsibilities. Based on Defendants' initial disclosures to date, these topics cannot be reasonably addressed in twenty depositions of the thirteen Defendants as a whole. Antitrust cases are also notoriously document intensive, and depositions will need to be taken of witnesses with knowledge of key documents to admit them and statements within them at trial.

¹ That the new Defendants are subsidiaries does not defeat that they are new Defendants in the case and warrant the need for additional depositions.

For these reasons, Plaintiffs respectfully request that the Court amend paragraph I.A.1. of the Deposition Protocol to permit Plaintiffs, absent leave of Court, up to sixty (60) depositions of the Defendants as a whole, and no more than ten (10) depositions of any particular Defendant or Defendant group.

Defendants' Statement: Two weeks after the Court resolved the Parties' dispute regarding the deposition protocol, Plaintiffs seek reconsideration of that decision by making the same arguments the Court already rejected. Specifically, the Parties disputed the number of depositions of Defendants. Plaintiffs argued there should be sixty (60) depositions of Defendants, with ten (10) depositions per "each corporate family." Defendants argued there should be twenty (20), because Plaintiffs' proposal was (1) unworkable under the case schedule, (2) disproportionate to the number of custodians, (3) lacking any basis, (4) inconsistent with applicable case law, and (5) highly prejudicial to Defendants and the Court. Dkt. 240 at 6–11. The Court adopted Defendants' protocol (Dkt. 262) and entered it as an Order (Dkt. 263).

Plaintiffs seek reconsideration of that decision in a joint status report rather than by motion, without conferring with Defendants, and based on the same arguments that this Court considered and rejected. In doing so, Plaintiffs still fail to address Defendants' five arguments, cite no case law, and fail to come even close to meeting their burden of showing a need to reconsider this issue. Tellingly, Plaintiffs have never disputed, across multiple filings, that their proposal is untenable under the current case schedule, and therefore concede the point.

Plaintiffs' improper request for reconsideration should be denied for multiple reasons:

(1) The Amendment Provides No Basis for Reconsideration.

Plaintiffs' only argument for revisiting the Court's Order is that their amended complaint added subsidiaries of existing Defendants. The amended complaint changes nothing that bears on

the number of depositions. There were previously, and remain, six “corporate families” (using Plaintiffs’ terminology): (1) Zelis, (2) Aetna, (3) Cigna, (4) Elevance, (5) Humana, and (6) United. For instance, the original complaint named three separate Zelis entities, but Plaintiffs have always treated Zelis as a single “corporate family” for purposes of depositions.

United illustrates the point. The original complaint named “UnitedHealth Group Inc.” As United has repeatedly explained to Plaintiffs, UnitedHealth Group “is an improper defendant, as it does not have any role in the operation of health plans or in the allegations set forth in the Complaint.” *E.g.*, Dkt. 231 (June 8, 2026 Answer). United’s May 12 initial disclosures identified the entities that did: “its indirect subsidiary, UMR, Inc., and previously, its subsidiary, HealthSCOPE Benefits, Inc.” (together, UMR). United’s disclosures and custodians accordingly listed only employees of UMR. Plaintiffs’ amended complaint names those two subsidiaries as Defendants. It does not add a witness, a custodian, or a document to this case; it attaches a corrected entity name to employees United disclosed nearly three months ago.

Plaintiffs’ observation that the number of Defendants “went from eight to thirteen” is therefore irrelevant. Plaintiffs asked this Court for “ten (10) depositions of *each corporate family*.” Dkt. 240 at 4 (emphasis added). The Court rejected that argument. The number of “corporate families” has not changed and reconsideration is not warranted.

(2) Plaintiffs’ Proposal Still Is Not Workable.

Fact discovery closes on March 8, 2027 and all fact depositions “must be completed by” that date. Dkt. 222. Thus, Plaintiffs’ protocol (which would result in 110 depositions total) is just as untenable now as it was when the Court rejected it—a fact they do not dispute. *See* Dkt. 240.

(3) The Order Is Proportional to the Number of Custodians & Disclosed Witnesses.

Defendants collectively disclosed twenty-six (26) witnesses in their initial disclosures. Plaintiffs' demand for sixty (60) depositions would more than *double* the number of disclosed witnesses. Plaintiffs do not address this point.

(4) Plaintiffs Have Still Failed to State a Substantive Basis for Their Proposal.

At end, Plaintiffs have not shown why they need 60 depositions of Defendants. They have not identified what unique, relevant information any witness is expected to provide. That "it is too early to know how many depositions Plaintiffs will need to take of each Defendant" is no answer; it is why, if more depositions are needed, Plaintiffs should make a specific showing at that time, rather than seeking a sweeping, unjustified redo now.

(5) The Court's Order Is Consistent with Applicable Case Authority.

Defendants' proposal, which the Court adopted, is consistent with the limits courts have approved in other antitrust matters, including the five cases previously cited by Plaintiffs. *See* Dkt. 240 at 10. Plaintiffs do not dispute this above or cite any contrary case law.

(6) The Court's Order Does Not Prejudice Either Party.

Defendants' proposal, which the Court adopted, does not prejudice either party, as both sides (each made up by multiple separate entities) have the same number of depositions. By contrast, Plaintiffs' proposal would prejudice Defendants, be unworkable under the current case schedule, and would lead to inefficient and unnecessary waste of resources.

* * *

The Court already considered and rejected Plaintiffs' argument. Plaintiffs offer no material change in facts or law that warrants reconsideration of the Court's correct decision. Their request for reconsideration should be rejected.

C. Substantial Completion of Document Production

Plaintiffs' Statement: The current scheduling order (Dkt. 222) does not include a deadline for each party to inform the other parties that it has substantially completed its production of responsive documents. As past cases have shown, inclusion of such a deadline will help to ensure that discovery and depositions proceed efficiently and occur as soon as reasonably practicable given the volume of records relevant to each deponent. Some of those relevant records also may be withheld as privileged, and depositions may be delayed until after the Court resolves disputes concerning them. Simply put, a substantial completion deadline incentivizes the parties to produce responsive documents in a timely manner as ordered by the Court, or at least promptly explain the reasons for any delay in production to the Court. It also decreases the likelihood that the deadline for merits discovery will need to be extended for all parties, rather than only those parties who had difficulty for whatever reasons in satisfying their discovery obligations.

For these reasons, Plaintiffs request that the Scheduling Order be amended to set Monday, November 16, 2026, as the deadline for the substantial completion of document production by each party. This date is 112 days before the close of fact discovery on March 8, 2027.

Defendants' Statement: Defendants are amenable to a modification to the Scheduling Order to establish a deadline for the substantial completion of document productions, but setting such a deadline at this time is premature. As discussed further in Section V below, the parties' search term negotiations are ongoing, and Defendants are unable to proceed with the bulk of their document review and productions until those negotiations conclude. Defendants accordingly propose that the parties revisit this topic once the parties have agreed upon search terms, and include the topic in the joint status report for the September conference as necessary.

D. Process for Negotiating Search Terms

Defendants' Statement: The Parties' sole remaining discovery dispute relating to custodial discovery of Defendants is search terms. Under the Parties' Stipulated ESI Protocol (Dkt. 265), each party proposes search terms for its own collection, and the other side then proposes "revisions and additions" thirty (30) days later. ESI Protocol § V.E.3(d). Thus, on July 1, each Defendant proposed search terms tailored to its own documents, custodians, and responses and objections to Plaintiffs' RFPs. Thirty days later, Plaintiffs responded *not* with revisions or additions to any Defendant's terms, but rather with a single set of 74 "Universal Strings" to be run against every Defendants' collection. The strings bear no relationship to the allegations in this case. For instance, one consists of the name and email address of every custodian in the case; another captures any document containing words like "email," "text," "talk," or "meet" with no subject matter limitation—which hits on nearly every document in each Defendant's collection. In the view of Defendants' vendors who ran the search terms, the terms are redundant, the "wildcard" terms are misused, and the terms are not what one would ordinarily see in this type of litigation. Defendants thus requested that Plaintiffs do what the ESI Protocol requires—send "revisions and additions" to Defendants' search terms. Plaintiffs refused. Defendants respectfully request that the Court order Plaintiffs to do so.

* * *

By way of background, and in order to meet the discovery deadlines in Judge Murphy's May 20, 2026 scheduling order (Dkt. 222), Defendants have been working expeditiously to collect and begin their review of custodial and noncustodial documents. Defendants disclosed their proposed document custodians and custodial sources on June 12, their noncustodial document and data sources on June 22, and their responses and objections to Plaintiffs' First Set of Requests for

Production (“RFPs”)—including to Plaintiffs’ proposed relevant time period—on June 25. Plaintiffs have raised no objections to Defendants’ custodians, custodial or noncustodial sources, or their responses and objections to the RFPs. Accordingly, the sole outstanding dispute that requires resolution before Defendants can proceed with document review and production concerns search terms.

Plaintiffs provided initial proposed search terms for Defendants on June 17, and the parties met and conferred regarding those terms on June 22. Those terms were incredibly broad and, for those Defendants were able to test the proposed terms, the terms hit on a large percentage of each Defendant’s document collections (for some Defendants, more than 95% of the entirety of their document collections). On July 1, after independently evaluating Plaintiffs’ initial proposed search terms, their own document collections, and in accordance with their individual responses and objections to Plaintiffs’ discovery requests, each Defendant sent Plaintiffs individualized revised search terms based on their particular circumstances. Under Section V.E.3(d) of the ESI Protocol, Plaintiffs were obligated to provide “any proposed revisions and additions” to each Defendant’s proposed search terms. Instead, on July 31—30 days after each Defendant sent their revised, individualized search terms—Plaintiffs sent Defendants “Universal Strings” (which largely reverted to Plaintiffs’ initial June 17 set of proposed search terms) to be applied to all Defendants without identifying any specific “proposed revisions and additions” to the terms each Defendant had proposed.

The “Universal Strings” that Plaintiffs improperly proposed include 74 terms, each of which is breathtakingly overbroad and not tailored to allegations in the case. For example, Plaintiffs have proposed a search string that includes the name or email of proposed document custodians in the case separated by an “OR”. *See* Ex. A (terms 42, 54, 74). If run across all

Defendants’ document collections, this would result in running a custodian’s name and email across his or her own custodial file. Other search strings seek any document that includes *any* of the words “email,” “text,” “speak,” “talk,” “attach!,” “see!” “discuss!” “met!,” OR “meet!” (among others), without any subject matter limitation. *Id.* (terms 22, 24). These are just examples—each of Plaintiffs proposed terms is overbroad and not tailored to seeking relevant documents. *See generally id.* Predictably, for those Defendants who have been able to test Plaintiffs’ proposed search terms, this round of overbroad search terms hit on nearly every document in each Defendant’s document collection.

Defendants have asked Plaintiffs to engage in good-faith search-term negotiations on a Defendant-by-Defendant basis, as the ESI Protocol requires. *See* ESI Protocol, Section V.E.3(d) (As the requesting Parties, Plaintiffs “will provide any proposed revisions and additions *to the producing Party’s search terms.*”) (emphasis added). Plaintiffs have refused, stating that “Plaintiffs have served nearly identical RFPs to each Defendant, further warranting the use of a set of global search terms.” But Plaintiffs fail to recognize that each Defendant served unique responses and objections to those RFPs—which Plaintiffs have not challenged—based on the unique circumstances of each Defendants’ involvement in this case and their knowledge of their own documents. A single, universal set of terms also ignores that Defendants may not all choose to employ the same document review methodology: certain Defendants may intend to use technology-assisted reviews (“TAR”), which may call for different approaches to search terms than the linear review other Defendants may undertake. (Indeed, the Stipulated TAR Protocol (Dkt. 261) leaves it to each party’s discretion whether to implement TAR or not.) The “Universal Strings” likewise fail to account for the fact that Defendants use different e-discovery vendors and technological platforms, on which parameters such as stop words and search syntax vary. Where

Defendants disclosed their platforms and lists of stop words to Plaintiffs, Plaintiffs nonetheless ignored those disclosures and proposed terms that hit on disclosed stop words and do not account for the differences among Defendants' platforms. Given the above the use of these "Universal Strings" is not in good faith, especially given the disclosures and discussions that have already taken place, without any movement by Plaintiffs.

Plaintiffs must promptly engage in good-faith negotiations with each Defendant so that the parties can meet the deadlines in Judge Murphy's scheduling order. Defendants thus respectfully request that the Court direct Plaintiffs to provide reasonable "revisions and additions" to each Defendant's proposed search terms, which clearly indicate the specific "revisions and additions" proposed by Plaintiffs, as soon as practicable. To the extent that Plaintiffs have not provided such proposals by the August 14 status conference, Defendants request that the Court require Plaintiffs to do so by August 18.

Plaintiffs' Statement: Defendants' complaint about Plaintiffs' proposed revisions and additions to their search term proposals is an attempt to unilaterally dictate the search term negotiation process in a manner that is both unnecessarily convoluted and unsupported by the ESI Protocol. Dkt. 265. Defendants primarily contend that Plaintiffs' revisions and additions are not tailored to each individual Defendant. This is belied by the fact that Plaintiffs have already agreed that each Defendant may propose Defendant-specific search strings to be run in conjunction with the global set. Thus, Defendants' stated concern is illusory. Likewise, Defendants' remaining concerns—including that Plaintiffs' proposed search terms are overbroad—are suited for resolution during the subsequent meet and confer and objection process outlined in Section V.E.3(e) of the ESI Protocol. This is precisely why the negotiation process exists. There is nothing

unreasonable or improper about the manner in which the parties' search term negotiations are proceeding.

In sum, the Scheduling Order called for the parties to meet and confer regarding search terms, among other discovery topics, on June 19, 2026. Plaintiffs provided a set of search terms to be used on Defendants' documents in advance of that discussion. Defendants, however, refused to provide Plaintiffs with proposed search terms or engage in meaningful discussions about search terms on the ground that it would be futile until after Defendants' served objections and responses to Plaintiffs' document requests. The parties subsequently agreed that they would exchange sets of search terms for self-application and did so on July 1, 2026. Plaintiffs provided one global set for use across each Plaintiffs' documents. Ex. 1. Defendants provided five separate sets of proposed search terms for each Defendant. Exs. 2, 3, 4, 5, 6. Upon reviewing Defendants' proposals, it was apparent that each Defendant proposed nearly identical search strings in different orders. For example, this includes universally relevant terms such as "reptic!" and "reimburs!" and "oon" and "out of network."

Consistent with Section V.E.3(d) of the ESI protocol, on July 31, 2026, the parties exchanged their proposed revisions and additions. Because it was exceedingly apparent that a global set of search terms was necessary, Plaintiffs fashioned their revisions and additions to Defendants' proposed search terms as a global set, while expressly acknowledging that the need for additional individualized search strings will likely be necessary as discovery progresses. In fact, the Excel spreadsheet Plaintiffs sent to Defendants with their proposed revisions and additional includes a separate sheet for each Defendants' individualized search strings. *See* Ex. 1. Of course, Defendants are free to propose any individual, Defendant-specific search strings, and are due to serve any objections on August 31, 2026.

Lastly, Defendants' assertion that Plaintiffs' revisions and additions are improper because Defendants may use different e-discovery vendors is an issue that can be easily resolved between the parties and their vendors. That said, Plaintiffs are only aware of two Defendants that have disclosed e-discovery software to date—Elevance and United. Thus, the significance of this objection is overstated and premature. Finally, in discussions between the parties, Defendants' Counsel has stated Defendants will all be using TAR. The suggestion that this may not be the case is completely new. Plaintiffs intend to continue negotiations with Defendants over search terms. Defendants' request that Plaintiffs provide yet another set of revisions and additions is wholly improper before Defendants have even provided their objections, suggested any additional individualized search strings, or engaged in the meet and confer process contemplated in the ESI Protocol.

E. Discovery Disputes Regarding Plaintiffs' Responses to Defendants' RFPs

Defendants' Statement: The parties continue to meet and confer regarding Plaintiffs' June 25, 2026 responses and objections to Defendants' RFPs. Various issues currently remain in dispute, including but not limited to, Plaintiffs' objections to producing materials concerning balance billing, in-network services, billed charges, financial performance, and employer-sponsored health plans. Timely resolution of these disputes is necessary for the parties to comply with the Court's May 20, 2026 scheduling order (Dkt. 222). Accordingly, Defendants respectfully request that the Court order the parties to conclude their meet-and-confer process sufficiently in advance of the next status conference in September so that any motions to compel can be briefed and heard at that conference. Defendants welcome the Court's guidance at the status conference on timing and a process for such briefing, to the extent motions practice is necessary.

Plaintiffs' Statement: This dispute is not ripe for the Court's consideration. Plaintiffs' response to Defendants' June 25, 2026 letter is pending, and has not yet been responded to.

Moreover, Plaintiffs expect that the parties will have a subsequent meet and confer regarding Defendants' objections. It is thus also premature to entertain any sort of briefing schedule regarding this dispute.

Dated: August 7, 2026

Respectfully Submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on the 7th day of August 2026, I caused a copy of the foregoing to be served, via ECF, on all counsel of record.

/s/ Richard M. Paul III

Exhibit A

Plaintiffs' Revisions and Additions (Universal) - 7/31/26

(reptic! OR re-prec! OR reimbur! OR fix! OR set! OR default! OR de-fault! OR "de fault!" OR initial! OR original! OR list! OR limit! OR suppress! OR align! OR curtail! OR pric! OR reduc! OR down! OR low! OR depress! OR decreas! OR flat! OR consist! OR custom! OR defensib! OR defenseib! OR defendab! OR defend-ab! OR "defend-ab!" OR discount! OR "fair rate!" OR overpa! OR "over-pa!" OR "over pa!" OR underpa! OR "under-pa!" OR "under pa!" OR "capture sav!" OR "market-bas!" OR "market bas!" OR "market-based pric!" OR "defensible pric!" OR "defenseible pric!" OR "defendable pric!" OR "defend-ab! pric!" OR propriet! OR reimburs! OR "re-imburs!" OR "nonarbitrary!" OR "non-arbitrar!" OR "pre-defin!")

("geograph! adjust!" OR "geograph! scop!" OR "geograph! reach!" OR "geograph! area!" OR "geograph! market!"))

("pacific inpatient" OR "pacific inpatient medical group" OR pacific OR pimg OR "p.i.m.g." OR scaccia OR ayer OR bachoua OR apc OR "a.p.c." OR dbc OR "d.b.c." OR "4 missing peace" OR "4 missing peace corps, Inc." OR "missing peace" OR "rhodes-levin" OR "chris laurence" OR laurence OR "ethan ciment" OR "ciment" OR "chelsea foot and ankle p.c." OR chelsea OR "chelsea foot")

(barrier! OR entr! OR grow! OR expan!)

(sav! OR profit! OR commiss! OR bonus! OR incentiv!)

(form! OR creat! OR establish! OR assign! OR preserv! OR maintain! OR conceal! OR hid! OR mov! OR camouflag! OR delet!)

(payer! OR payor! OR "dental payer!" OR "dental payor!" OR insur! OR insurer! OR "insurance co!" OR tpa OR "t.p.a." OR "third-party administrat!" OR "third party administrat!" OR "self fund!" OR self-fund! OR zelis OR zelis.com OR aetna OR meritain OR "meritain health, inc." OR "meritain health" OR "meritain health dispute resol!" OR cigna OR "the cigna group" OR "cigna group" OR elevance OR humana OR united! OR unitedhealth OR "united health" OR unitedhealthgroup OR "unitedhealth group" OR "united healthgroup" OR "united healthcare" OR unitedhealthcare OR uhg OR "u.h.g." OR uhc OR "u.h.c." OR uhcg OR "u.h.c.g." OR "anthem blue cross of california" OR anthem OR "blue cross of california" OR "blue cross" OR bcca OR "cigna health and life ins!" OR "healthscope benefits" OR healthscope OR "health scope" OR "healthscope benefits, inc." OR "umr, inc." OR "umr inc" OR umr)

(provider! OR practi! OR doctor! OR "medical practic!" OR m.d. OR md OR "doctor of osteopathic" OR "osteopathic doctor" OR "dr. of osteo!" OR "osteopathic dr." OR "d.o." OR do OR "p.a." OR pa OR dds OR "d.d.s." OR dentist! OR dental OR physician! OR clinic! OR hospital! OR chiro! OR podiatry OR "podiatric medicine" OR podiatric OR "podiatric surgery" OR dpm OR "d.p.m." OR lmft OR "l.m.f.t." OR psychotherap! OR "psycho-therap!" OR "psycho therap!" OR therap! OR "mental health")

("health maintenance org!" OR "health maintenance network!" OR hmo! OR "h.m.o." OR "health management org!" OR "health mgmt. org!" Or "health mgmt org!")

("out of network" OR "outside the network" OR "outside of the network" OR "beyond the network" OR "out of network" OR "out-of-network" OR oon OR o-o-n OR "o.o.n." OR onet OR "o-net!" OR "o net!" OR nonpar! OR "non-par!" OR non-contract! OR noncontract! OR "non contract!" OR "out-of-network sol!" OR "out of network sol!" OR "end-to-end cost contain!" OR "un contract!" OR uncontract! OR "un-contract!" OR "zelis contract!")

(cover! OR non-cover! OR "non cover!" OR "not cover!" OR "uncover!" OR "un-cover!" OR benefi! OR featur! OR aspect! OR function!)

(exclu! OR "not accept" OR unaccept! OR "un-accept!" OR "not see" OR "not treat" OR refus! OR declin! OR cancel! OR "turn! away")

(freedom! OR flex! OR choic! OR choos! OR "pa! more" OR compens! OR "pay more" OR "paid more" OR "pays more" OR "paying more" OR "increas! payment!" OR "increas! benefi!" OR "greater benefi!" OR "pa! less" OR "decreas! pa!" OR "decreas! benefi!" OR "smaller benefi!" OR "less cover!" OR "more cover!" OR "smaller rat!" OR "greater rat!" OR "decreas! rat!")

(import! OR significan! OR meaningful! OR consumer! OR choic! OR choos! OR offer! OR "ceteris paribus" OR "ceteris peribus" OR "ceterus paribus" OR "ceterus peribus" OR "things equal" OR "things being equal" OR cover! OR benefi! OR featur! OR serv! OR compet!)

(trade-off! OR "trade off!" OR tradeoff! OR exchang! OR bargain!)

(hat! OR dislik! OR frown! OR discourag! "do not like" OR "don't like" OR "do not want!" OR "don't want!" OR fair OR "not fair" OR unfair OR cancel! OR switch! OR "switch off" OR "switch away" OR "switch from" OR "transition away" OR "transition from" OR "end! use" OR "end! our use" OR "mov! away" OR nonrenew! OR non-renew! OR "not renew!" OR "provider react!" OR unsubscri! OR "un subscri!" OR "stop! subscri!")

(conspir! OR co-conspir! OR "co conspir!" OR cartel! OR agree! OR collu! OR manipul! OR influen! OR lower OR decrease OR fix! OR default! OR de-fault! OR "de fault!" OR initial! OR original! OR list! OR coordinat! OR set! OR align! OR "go above" OR "adhere" OR cartel! OR agree! OR compet! OR "absence of compet!" OR "absent compet!" OR "do not compet!" OR "no longer compet!" OR "avoid compet!" OR "lack of compet!" OR "decreased levels of compet!" OR "lessened compet!" OR "relief from compet!" OR "relieved from compet!" OR "competitive relie!" OR violat! OR antitrust! OR "anti-trust!" OR "anti trust!" OR coordinat! OR "co-ordinat!" OR "co ordinat!" OR "anti-compet!" OR anticompet! OR "anti compet!" OR compet!)

("market rat!" OR market-rat! OR "full rat!" OR "compet! rat!" OR invoic! OR "full invoic!" OR "as invoic!" OR "as-invoic!" OR "market pric!" OR "full pric!" OR market!)

(repricer! OR pricer! OR zelis OR zelis.com OR "zelis.com" OR @zelis OR "@zelis" OR @zelis.com OR "@zelis.com" OR #zelis OR "#zelis" OR "# zelis" OR availity OR avail! OR "strateg! all!" OR ahip OR a.h.i.p. OR "a.h.i.p." OR "america's health insurance plan!" OR "american health insurance plan!" OR "america! health ins! plan!" OR centene OR re-pricer! OR "third party" OR "third party pricer!" OR third-party OR "3rd party" OR "3rd party pricer!" OR "pricing agen!")

(jettison! OR abandon! OR relinquish! OR abdicat! OR giv! OR gav! OR delegat! OR dedicat! OR designat! OR supplant! OR afford! OR allow! OR bestow! OR entrust! OR en-trust! OR "en-trust!" OR ced! OR ignor! OR drop! OR allow! OR afford! OR provi! OR serv! OR spoil! OR ole! OR role! OR sol! OR responsib! OR assign! OR serv! OR authori! OR capacit!)

(shar! OR sen! OR distribut! OR giv! OR gav! OR deliver! OR exchang! OR provid! OR communicat! OR discuss! OR convers! OR tell! OR told! OR speak! OR spok! OR talk! OR phon! OR telephon! OR tele-phon! OR "tele-phon!" OR call! OR email! OR e-mail! OR "e-mail!" OR text! OR attach! OR feed! OR trad! OR disclos! OR met! OR meet!)

(contract! OR agree! OR claim! OR pric! OR pay! OR paid! OR cost! OR expen! OR amount! OR payment! OR shell! OR rat! OR level! OR purchas! OR buy! OR bought! OR acquir! OR reimburs! OR re-imburs! OR data! OR datum! OR info! OR transact!)

(know! OR knew! OR understand! OR understood! OR famil! OR recog! OR contemplat! OR consid! OR assess! OR evaluat! OR valu! OR analy! OR concern! OR saw! OR see! OR tell! OR told! OR discuss! OR convers! OR talk! OR speak! OR spok! OR met! OR meet! OR confer! OR consult! OR counsel! OR council! OR meeting! OR show! OR reveal! OR present! OR demonstrat! OR communicat! OR discuss!)

(incident! OR encourag! OR max! OR commission! OR bount! OR incom! OR revenu! OR sav! OR extract! OR "percentage of sav!" OR "%sav!" OR % sav!" OR "% of sav!" OR posv! OR posav! OR "psav!" OR "p.o.s.v." OR "sav! rat!" OR "rat! of sav!")

(percent! OR pct! OR % OR amount! OR ceiling! OR cap! OR caps OR floor! OR threshold! OR threshold! OR thresh-hold! OR "thresh-hold!" OR "thresh hold!" OR cliff! OR crater! OR limit! OR fix! OR set! OR default! OR default! OR "de fault!" OR initial! OR original! OR list! OR "no more than" OR "no less than" OR "more than" OR "less than" OR "higher rat!" OR "lower rat!" OR "original! pa! amount!" OR "initial! pa! amount!" OR mac OR "m.a.c." OR "max! allow! charg!" OR "max! allow! cost!" OR "max! allow! reimbur!" OR "allow! amount!" OR "amount! allow!" OR "reimburs! level!" OR "level of reimburs!")

(tool! OR method! OR tech! OR databas! OR data-bas! OR "data-bas!" OR "data bas!" OR dbas! OR d-bas! OR "d-bas!" OR schedul! OR "survey data" OR "raw data" OR "underlying data" OR "source data" OR "est! reimburs! schedul!" OR "fee schedul!" OR "est! reimburs! service!" OR "est! reimburs! sol!" OR ers OR "e.r.s." OR e-r-s OR "e-r-s" OR "schedul!" OR "reference-bas! pric!" OR "reference bas! pric!" OR "referenced-bas! pric!" OR "referenced bas! pric!" OR rbp OR r.b.p. OR "r.b.p." OR r-b-p OR "r-b-p" OR "auto! rout!" OR "a.i." OR "ai" OR "artificial! intelligen!" OR "gen! a.i." OR "gen! ai" OR "gen-ai" OR "gen! a.i." OR "gen-a.i." OR "machin! learn!")

(calculat! OR determin! OR appli! OR apply! OR conclu! OR analy! OR assess! OR reach! OR deci! OR therefor! OR q.e.d. OR "q.e.d." OR "qed!" OR "q-e-d")

(ingenix OR "ingenix databas!" OR "new york attorney general!" OR nyag! OR n.y.a.g. OR "n.y.a.g." OR "state of new york" OR "office of the attorney general!" OR oag! OR o.a.g. OR "o.a.g." OR "new york attorney general!" OR cuomo OR "ag office" OR "ag's office" OR "a.g. office" OR "a.g.'s office")

(investigat! OR settl! OR "assurance of discontinu!" OR "assur! of discontinu!" OR agree! OR cid! OR "c.i.d." OR c.i.d. OR "civil investigat! demand!")

("independent database!" OR "not-for-profit compan!" OR "not for profit compan!" OR "non-profit compan!" OR "non profit compan!" OR "fair health" OR "five year!" OR five-year! OR "five yr!" OR five-yr! OR "5 year!" OR 5-year! OR "5 yr!" OR 5-yr! OR "exclus! period!" OR "exclus! term!" OR "exclus! us!" OR "fair market!" OR "reasonable and customary" OR "r and c" OR "r & c" OR "usual, customary and reasonable" OR "usual, customary, and reasonable" OR ucr OR u.c.r. OR ucr OR u.c.r. OR "usual, customary & reasonable" OR "customary & reasonable" OR "customary and reasonable" OR "usual and customary" OR "usual & customary" OR usual & reasonable OR "usual & customary" OR "market rat!")

(zelis OR rebrand! OR re-brand! OR "June 13, 2016" OR 06/13/2016 OR 06/13/16 OR 6/13/2016 OR 6/13/16 OR "2016 June 13" OR 06-13-2016 OR 06-13-16 OR 6-13-2016 OR 6-13-16 OR 06.13.2016 OR 6.13.2016 OR 06.13.16 OR 6.13.2016)

(500 OR "five hundred" OR five-hundred OR "five-hundred" OR 750 OR "seven hundred fifty" OR seven-hundred-fifty OR "seven-hundred-fifty" OR 770 OR "seven hundred seventy" OR seven-hundred-seventy OR "seven-hundred-seventy" OR "top 5" OR top-5 OR "top-5" OR "top five" OR top-five OR "top-five")

(contract! OR s.o.w. OR "s.o.w." OR "sow!" OR "statement! of work!" OR "stmt! of work!" OR amend* OR "side letter!" OR "side-letter!" OR agree! OR "mou" OR m.o.u. OR "m.o.u." OR "moa" OR m.o.a." OR "m.o.a." OR loi OR l.o.i. OR "l.o.i." OR "loa" OR l.o.a. OR "l.o.a.")

(claim! OR contract! OR invoic! OR submi! OR bill! OR "billed charge" OR eob OR "explanation of benefits" OR pric! OR paid! OR amount! OR pay! OR payment! OR rate! OR level! OR purchas! OR acquir! OR cost! OR expen! OR buy! OR bought! OR reimburs! OR re-imburs! OR transact! OR info! OR data! OR datum! OR receiv! OR mad! OR distribut! OR sen! OR deliver! OR issu!)

(tech! OR enabl! OR facilitat! OR method! OR serv! OR conduc! OR scoop! OR compat! OR receiv! OR OR distribut! OR sen! OR deliver! OR issu! OR load!)

(effect! OR result! OR inten! OR stabili! OR steep! OR deep! OR significant! OR substant! OR excess! OR decreas! OR de-press! OR depress! OR suppress! OR pressur! OR lessen! OR minim! OR squeez! OR below! OR under! OR drop! OR "sub!" OR flat!)

(antitrust OR anti-trust OR "trade regulation!" OR regulat! OR handbook! OR hand-book! OR "hand book!" OR manual! OR "antitrust train!" OR anti-trust train! OR "antitrust guid!" OR "anti-trust guid!" OR "antitrust publi!" OR "anti-trust publi!" OR "antitrust email!" OR "anti-trust email!" OR "anti-trust e-mail!" OR "anti-trust e-mail!" OR "antitrust protocol!" OR "anti-trust protocol!" OR "authorit! on antitrust" OR "authorit! on anti-trust" OR "antitrust author!" OR "anti-trust author!" OR "antitrust report!" OR "anti-trust report!" OR "sherman act" OR "section one" OR "section 1" OR "sec. one" OR "sec. 1" OR "§ one" OR "§ 1" OR "15 u.s.c. section one" OR "15 u.s.c. section 1" OR "15 u.s.c. sec. one" OR "15 u.s.c. sec. 1" OR "15 u.s.c. § one" OR "15 u.s.c. § 1" OR "clayton act" OR "section sixteen" OR "section 16" OR "sec. sixteen" OR "sec. 16" OR "§ 16" OR "15 u.s.c. section twenty-six" OR "15 u.s.c. section twenty six" OR "15 u.s.c. section 26" OR "15 u.s.c. sec. twenty-six" OR "15 u.s.c. sec. twenty six" OR "15 u.s.c. sec. 26" OR "15 u.s.c. § twenty-six" OR "15 u.s.c. § twenty six" OR "15 u.s.c. § 26" OR "§ 26")

(stop! OR prevent! OR prohibit! OR enjoin! OR limit! OR restrict! OR bar! OR injunct! OR relie! OR relei! OR irreparab! OR threat! OR damag! OR harm! OR injur! OR damag! OR cost! OR expen! OR insuffic! OR "less than invoic!" OR "less than bill!" OR prevail! OR win! OR succeed! OR victor! OR award! OR settl!)

("zelis ppo!" OR "zelis p.p.o." OR "zelis preferred provider org!" OR "ppo network!" OR "p.p.o. network!" OR "wrap network!" OR "rental network!" OR "supplement! network!" OR stratose OR strat-ose OR "strat-ose" OR stratrose OR strat-rose OR "strat-rose" OR hfn OR h.f.n. OR "h.f.n." OR "hfn, llc" OR "hfn llc" OR "h.f.n., l.l.c." OR "h.f.n. l.l.c." OR "hfn, l.l.c." OR "hfn l.l.c." OR "h.f.n., llc" OR "h.f.n. llc" OR "maverest dental network!" OR "maverest!" OR "mavarest!" OR "mavarast!" OR maverast! OR mdn OR m.d.n. OR "m.d.n." OR m-d-n OR "m-d-n" OR ppoplus OR p.p.o.plus OR "p.p.o.plus" OR ppo-plus OR "ppo-plus" OR "ppo plus" OR "p.p.o. plus" OR qualident OR quali-dent OR "quali-dent" OR "quali dent!" OR "4most health" OR 4mosthealth or "4 most health" OR "4most dental" OR "4 most dental" OR 4mostdental OR 4comp OR "4 comp" OR "zelis compet!" OR "zelis' compet!" OR "compet! of zelis" OR "compet! with zelis" OR "compet! to zelis" OR "abl! to compet!" OR "abil! to compet!" OR "can compet!" OR "will compet!" OR "no longer compet!" OR "still compet!" OR "zelis is a payer!" OR "zelis is a payor!" OR "payer! include! zelis" OR "payor! include! zelis" OR "zelis as a payer!" OR "Zelis as a payor!" OR "as a payer, Zelis" OR "as a payor, Zelis" OR (zelis /10 pay*r!) OR "purcha! OON" OR "purcha! o.o.n." OR "purcha! out-of-network" OR "purcha! non-par!" OR "purcha! non par!" OR "purcha! not par!" OR "bought oon" OR "bought o.o.n." or "bought out-of-network" OR "bought non-par!" OR "bought non par!" OR "bought not par!" OR "buy! oon" OR "buy! o.o.n." OR "buy! out-of-network" OR "buy! non-par!" OR "buy! non par!" OR "buy! not par!" OR "pa! for oon" OR "pa! for o.o.n." OR "pa! for out-of-network" OR "pa! for non-par!" OR "pa! for non par!" OR "pa! for not par!")

(invest! OR loan! OR facilit! OR term! OR credit! OR bain OR "bain capital" OR "bain private equity" OR "bain capital private equity" OR "bain capital venture!" OR "capital venture!" OR "bain capital portfolio group" OR "portfolio group" OR "private equity" OR "private equities" OR parthenon OR parthanon OR "parthenon capital" OR "parthanon capital" OR "mubadala investment company" OR "mubadala investment co!" OR mubadala OR northwest OR north-west OR "north west" OR harbourvest OR harborvest OR harbour-vest OR harbor-vest OR "harbour vest" OR "harbor vest" OR guidehouse OR guide-house OR "guide house" OR "office ally" OR officeally OR office-ally OR "zelis invest!" OR "invest! in zelis" OR "invest! with zelis" OR "zelis credit!" OR "credit! of zelis" OR author! OR control! OR limit! OR leverag! OR steer! OR captain! OR oblig! OR command! OR dictat! OR hinder! OR restrict!)

("red card" OR redcard OR red-card OR "red-card" OR zelis OR "amanda eisel" OR amandaeisel OR amandaeisel@ OR "amandaeisel@" OR amanda.eisel OR "amanda.eisel" OR amanda.eisel@ OR "amanda.eisel@" OR amanda_eisel OR amanda_eisel@ OR "amanda_eisel@" OR aeisel OR aeisel@ OR "aeisel@" OR a.eisel OR a.eisel@ OR "a.eisel@" OR a_eisel OR a_eisel@ OR "a_eisel@" OR amanda OR amanda@ OR "amanda@" OR eisel OR eisel@ OR "eisel@" OR eisela OR eisela@ OR "eisela@" OR "br*an gladden" OR br*an gladden OR br*an gladden@ OR "br*an gladden@" OR br*an.gladden OR br*an.gladden@ OR "br*an.gladden@" OR br*an_gladden OR "br*an_gladden" OR br*an_gladden@ OR "br*an_gladden@" OR br*an OR br*an@ OR "br*an@" OR gladden OR gladden@ OR "gladden@" OR gladdenb OR gladdenb@ OR "gladdenb@" OR fintech! OR fin-tech! OR "fin tech!" OR "fin. tech!" OR "devin o'reilly" OR "devin o'reily" OR devin OR devin@ OR "devin@" OR o'reilly OR o'reily OR oreilly OR oreilly@ OR "oreilly@" OR oreily OR oreily@ OR "oreily@" OR oreilyd@ OR "oreilyd@" OR oreillyd@ OR "oreillyd@" OR wayne OR wayne@ OR "wayne@" OR deveydt OR deveydt@ OR "deveydt@" OR de-veydt OR "de veydt" OR david OR david@ OR "david@" OR dave OR dave@ OR "dave@" OR ament OR ament@ OR "ament@" OR gabe OR gabe@ OR "gabe@" OR gabriel OR gabriel@ OR "gabriel@" OR moynihan OR monyhan@ OR "moynihan@" OR zach OR zach@ OR "zach@" OR zack OR zack@ OR "zack@" OR zachary OR zachary@ OR "zachary@" OR zachariah OR zachariah@ OR "zachariah@" OR sadek OR sadek@ OR "sadek@" OR kurt OR kurt@ OR "kurt@" OR brume OR brume@ OR "brume@" OR brumme OR brumme@ OR "brumme@" OR tom OR tom@ OR "tom@" OR tommy OR tommy@ OR "tommy@" OR thom! OR thomas OR thomas@ OR "thomas@" OR hough OR hough@ OR "hough@" OR mina OR mina@ OR "mina@" OR minna OR minna@ OR "minna@" OR abdulla OR abdulla@ OR "abdulla@" OR abdullah OR abdullah@ OR "abdullah@" OR hamoodi OR hamoodi@ OR "hamoodi@" OR heather OR heather@ OR "heather@" OR cox OR cox@ OR "cox@" OR valteris OR valteris@ OR "valteris@" OR sue OR sue@ OR "sue@" OR susan OR susan@ OR "susan@" OR schick OR schick@ OR "schick@" OR "kaitlin howard" OR kaitlinhoward OR kaitlinhoward@ OR "kaitlinhoward@" OR kaitlin.howard OR kaitlin.howard@ OR "kaitlin.howard@" OR kaitlin_howard OR kaitlin_howard@ OR "kaitlin_howard@" OR khoward OR khoward@ OR "khoward@" OR k.howard OR "k.howard" OR k.howard@ OR "k.howard@" OR k_howard OR "k_howard" OR k_howard@ OR "k_howard@" OR kaitlin OR kaitlin@ OR "kaitlin@" OR howard OR howard@ OR "howard@" OR howardk OR howardk@ OR "howardk@")

(agen! OR consult! OR advisor! OR adviser! OR expert! OR "subject matter expert!" OR sme OR s.m.e. OR "s.m.e." OR s-m-e OR "s-m-e" OR subsid! OR affiliat! OR ancestor! OR sister! OR brother! OR lateral! OR subordinat! OR sub-ordinat! OR "sub-ordinat!" OR related! OR relationship! OR department! OR dept! OR dep't! OR unit! OR division! OR div!)

(joint! OR several! OR liab! OR culp! OR guilt! OR adm! OR conced! OR acknowledg! OR grant!)

(pric! OR cost! OR expen! OR amount! OR level! OR repric! OR re-pric! OR "re pric!" OR paid! OR pay! OR payment! OR overpa! OR over-pa! OR "over pa!" OR underpa! OR under-pa! OR "under pa!" OR satisf! OR settl! OR sav! OR generat! OR assur! OR "executive law!" OR ingenix OR \$350,000,000 OR \$350 million OR "three-hundred-fifty million" OR "three hundred fifty million" OR 350m! OR "350 m!" OR ceas! OR desist! OR discontinu!)

(fairhealth OR fair-health OR "fair health" OR non-profit! OR "non-profit!" OR "non profit!" OR not-for-profit! OR "not for-profit!" OR "not for profit!")

(pric! OR cost! OR expen! OR amount! OR level! OR repric! OR re-pric! OR "re pric!" OR paid! OR pay! OR payment! OR satisf! OR sett! OR assur! OR discontinu! OR "executive law!" OR ceas! OR desist! OR "exclusiv! us!" OR exclusive-us! OR exclusiv! OR "five year!" OR five-year! OR "five-year!" OR "five yr!" OR five-yr! OR "five-yr!" OR "5 year!" OR 5-year! OR "5-year!" OR "5 yr!" OR 5-yr! OR "5-yr!" OR increas! OR revers! OR climb! OR "26%" OR "13%")

(launch! OR brand! OR rebrand! OR re-brand! OR "re brand!" OR "new! brand!" OR nam! OR renam! OR re-nam! OR "re-nam!" OR "re nam!" OR "new! nam!")

(expir! OR end! OR terminat! OR "exclusive use!" OR exclusive-use! OR exclu! OR "five year!" OR five-year! OR "five-year!" OR "five yr!" OR five-yr! OR "five-yr!" OR "5 year!" OR 5-year! OR "5-year!" OR "5 yr!" OR 5-yr! OR "5-yr!" OR "june 13, 2016" OR "jun 13 2016" OR jun-13-2016 OR "13 June 2016" OR "13 jun 2016" OR 13-jun-2016 OR 6/13/2016 OR 6/13/16 OR 6-13-2016 OR 6.13.2016 OR 6.13.16 OR 20160613 OR 2016-06-13 OR 2016.06.13 OR "august 13, 2024" OR "aug. 13, 2024" OR "aug 13, 2024" OR aug-13-2024 OR "13 august 2024" OR 13-august 2024 OR "13 aug 2024" OR "13 aug. 2024" OR 13-aug-2024 OR 13-aug.-2024 OR 8/13/2024 OR 8.13.2024 OR "2024 08 13" OR 20240813 OR 2024-08-13 OR 2024.08.13)

("500 health!" OR "750 health!" OR "770 health!" OR "500 insur!" OR "750 insur!" OR "770 insur!" OR "500 nat!" OR "750 nat!" OR "500 payor!" OR "750 payor!" OR "770 payor!" OR "500 payer!" OR "750 payer!" OR "770 payer!" OR "500 client!" OR "750 client!" OR "770 client!" OR "500 customer!" OR "750 customer!" OR "770 customer!" OR "500 repricing client!" OR "750 repricing client!" OR "770 repricing client!" OR "500 repricing customer!" OR "750 repricing customer!" OR "770 repricing customer!" OR "repricing client!" OR "repricing customer!" OR "top five" OR "top-five" OR "top 5" OR "five top" OR "5 top" OR "largest five" OR "largest 5" OR "five largest" OR "5 largest" OR "biggest five" OR "biggest 5" OR "five biggest" OR "5 biggest")

("artificial intelligence" OR "artificial! intel!" OR artificial-intelligence OR "artificial-intel!" OR a.i. OR "a.i." OR ai OR a i OR "a-i" OR algorithm! OR algo! OR auto! OR rout! OR channel! OR method! OR methodolog! OR tech! OR proced! OR process! OR sys! OR business! OR "ai-power!")

(stratose! OR strat-ose! OR stratrose! OR strat-rose! OR phx OR p.h.x. OR "pay-plus solutions" OR payplussolutions OR "payplus solutions" OR "pay plus solutions" OR pps OR p.p.s. OR truven OR trueven OR "tru ven" OR "true ven" OR ethicare OR ethi-care OR "ethi care" OR strenuus OR strennus OR strennuus OR strenuous OR strennuous OR maverest OR mavarest OR mavarast OR mavarest OR meverest 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 "saphire digital" OR saphire-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 OR "allied benefit!" OR "strategic partner")

(profit! OR earning! OR "net earning!" OR incom! OR "net incom!" OR revenu! OR net revenu! OR money! OR monet! OR currenc! OR dollar! OR usd OR u.s.d. OR "u.s.d." OR "financial health!" OR "in the red" OR "in the black" OR "in the money" OR cash! OR "cash equivalent!" OR holding! OR invest! OR "short term" OR short-term OR "long term" OR long-term OR saving! OR sav! OR "earnings before income tax, depreciation!" OR ebitda OR e.b.i.t.d.a. OR "e.b.i.t.d.a." OR gaap OR g.a.a.p. OR "g.a.a.p." OR amoun! OR amt OR debt! OR credit! OR oblig! OR loan! OR facilit! OR ow! OR mortgag!)

(executiv! OR officer! OR "chief executive officer!" OR "chief financial officer!" OR ceo OR c.e.o. OR "chief operations officer!" OR coo OR c.o.o. OR "chief operating officer!" OR "chief technology officer!" OR cto OR c.t.o. OR director! OR president OR pres! OR "vice president" OR "vice pres!" OR vp OR v.p. OR "v.p." OR agen! OR advisor! OR adviser! OR consult! OR expert! OR "subject matter expert!" OR sme OR s.m.e." OR "s.m.e." OR s-m-e OR "s-m-e" OR employee! OR associate! OR analyst! OR amanda OR amanda@ OR "amanda@" OR eisel OR eisel@ OR "eisel@" OR "amanda eisel" OR aeisel OR aeisel@ OR "aeisel@" OR amandaeisel OR amandaeisel@ OR "amandaeisel@" OR amanda.eisel OR "amanda.eisel" OR amanda.eisel@ OR "amanda.eisel@" OR amanda_eisel OR "amanda_eisel" OR amanda_eisel@ OR "amanda_eisel@" OR a.eisel OR a.eisel@ OR "a.eisel@" OR a_eisel OR "a_eisel" OR a_eisel@ OR "a_eisel@" OR eisela OR eisela@ OR "eisela@" OR heather OR heather@ OR "heather@" OR "heather cox" OR heathercox OR heathercox@ OR "heathercox@" OR heather.cox OR "heather.cox" OR heather.cox@ OR "heather.cox@" OR heather_cox OR "heather_cox" OR heather_cox@ OR "heather_cox@" OR hcox OR hcox@ OR "hcox@" OR h.cox OR "h.cox" OR h.cox@ OR "h.cox@" OR h_cox OR "h_cox" OR h_cox@ OR "h_cox@" OR cox OR cox@ OR "cox@" OR coxh OR coxh@ OR "coxh@" OR "heather valteris" OR heathervalteris OR heathervalteris@ OR "heathervalteris@" OR heather_valteris OR "heather_valteris" OR heather_valteris@ OR "heather_valteris@" OR heather.valteris OR "heather.valteris" OR heather.valteris@ OR "heather.valteris@" OR hvalteris OR hvalteris@ OR "hvalteris@" OR h_valteris OR "h_valteris" OR h_valteris@ OR "h_valteris@" OR h.valteris OR "h.valteris" OR h.valteris@ OR "h.valteris@" OR valteris OR valteris@ OR "valteris@" OR valterish OR valterish@ OR "valterish@" OR "sue schick" OR sueschick OR sueschick@ OR "sueschick@" OR sue.schick OR "sue.schick" OR sue.schick@ OR "sue.schick@" OR sue_schick OR "sue_schick" OR sue_schick@ OR "sue_schick@" OR "susan schick" OR susanschick OR susanschick@ OR "susanschick@" OR susan_schick OR "susan_schick" OR susan_schick@ OR "susan_schick@" OR susan.schick OR "susan.schick" OR susan.schick@ OR "susan.schick@" OR "suzan schick" OR suzanschick OR suzanschick@ OR "suzanschick@" OR suzan_schick OR "suzan_schick" OR suzan_schick@ OR "suzan_schick@" OR suzan.schick OR "suzan.schick" OR suzan.schick@ OR "suzan.schick@" OR "susie schick" OR susieschick OR susieschick@ OR "susieschick@" OR susie_schick OR "susie_schick" OR susie_schick@ OR "susie_schick@" OR susie.schick OR "susie.schick" OR susie.schick@ OR "susie.schick@" OR "suzie schick" OR suzieschick OR suzieschick@ OR "suzieschick@" OR suzie_schick OR "suzie_schick" OR suzie_schick@ OR "suzie_schick@" OR suzie.schick OR "suzie.schick" OR suzie.schick@ OR "suzie.schick@" OR schick OR schick@ OR "schick@" OR s_schick OR "s_schick" OR s_schick@ OR "s_schick@" OR s.schick OR "s.schick" OR s.schick@ OR "s.schick@" OR schicks OR schicks@ OR "schicks@")

(former! OR previous! OR prior OR after! OR follow! OR thereafter! OR there-after! OR "there-after!" OR "there after" OR upon OR thereupon OR there-upon OR "there-upon" OR "there upon" OR subsequent! OR before! OR initial! OR original! OR first! OR 1st OR second! OR 2nd OR 2d OR third! OR 3rd OR 3d OR fourth! OR 4th OR fifth! OR 5th OR sixth! OR 6th OR seventh! OR 7th OR eighth! OR 8th OR ninth! OR 9th OR tenth! OR 10th OR then)

(compen! OR money! OR monet! OR incent! OR schem! OR earning! OR income! OR revenue! OR commission! OR percent! OR amount! OR level! OR pos OR posv OR posav OR "percentage of saving!" OR "pct! of sav!" OR pctsav!" OR pctofsav! OR pct_of_sav! OR pct.of.sav! OR %sav! OR "% of sav!" OR)

(shar! OR distribut! OR contract! OR agree! OR exchange! OR deliver! OR upload! OR up-load! OR "up load!" OR download! OR down-load! OR "down load!" OR sen! OR transfer! OR deliver! OR ftp! OR f.t.p. OR protocol! OR portal! OR compat! OR scoop! OR bulk! OR load!)

(pa! OR contract! OR sensitiv! OR "competitively sensitive" OR competitively-sensitive OR "commercially sensitive" OR commercially-sensitive OR csi! OR c.s.i. OR "c.s.i." OR c-s-i! OR "c-s-i" OR priv! OR confid! OR proprietar! OR claim! OR pric! OR sav! OR expen! OR cost! OR information! OR info! OR data! OR datum! OR confid!)

(architect! OR "national network!" OR "nat'l network!" OR "natl network!" OR "nationwide network!" OR "regional network!" OR "area network!" OR "local network!" OR "provider network!" OR "dental network architect!" OR "healthcare network architect!" OR "dental network!" OR "healthcare network!" OR "network! architect!" OR "primary network!" OR "secondary network!" OR "wrap network!" OR "rental network!" OR "supplement! network!" OR "specialty network!" OR "proprietary network!" OR "model preferred provider network!" OR "design preferred provider network!" OR "build preferred provider network!" OR "model ppo!" OR "design ppo!" OR "build ppo!" OR "model p.p.o!" OR "design p.p.o!" OR "build p.p.o!" OR "network analytic!" OR "network design!" OR "network! access!" OR "network! sav!" OR "network! pay!" OR "network! communic!" OR "network! manag!" OR "claim! integrit!" OR "pa! remit!" OR "our network!" OR "your network!")

(compet! OR own! OR operat! OR manag! OR run! OR supervis! OR control! OR "purcha! out-of-network!" OR "purcha! out of network!" OR "purcha! OON" OR "purcha! o.o.n." OR "purcha! o-o-n" OR "purcha! onet!" OR "purcha! o-net!" OR "purcha! o net!" OR "purcha! non-par!" OR "purcha! non par!" OR "purcha! not par!" OR "buy! out-of-network!" OR "buy! out of network!" OR "buy! OON" OR "buy! o.o.n." OR "buy! o-o-n" OR "buy! onet!" OR "buy! o-net!" OR "buy! o net!" OR "buy! non-par!" OR "buy! non par!" OR "buy! not par!" OR "bought! out-of-network!" OR "bought! out of network!" OR "bought! OON" OR "bought! o.o.n." OR "bought! o-o-n" OR "bought! onet!" OR "bought! o-net!" OR "bought! o net!" OR "bought! non-par!" OR "bought! non par!" OR "bought! not par!" OR "preferred provider organization!" OR "preferred provider organisation!" OR "preferred provider network!" OR p.p.o. OR "p.p.o." OR p-p-o! OR "p-p-o!" OR ppo!)

("payment! harmon! ind!" OR phi OR p.h.i. OR "p.h.i." OR quickrepic! OR "quick repic!" OR quick-repic! OR "quick-repic!" OR network360 OR "network 360" OR network-360 OR "network-360" OR "zelis pric! map!" OR "zelis pric! map!" OR "open access pric!" OR "intel! pric! platform!" OR zipp OR z.i.p.p. OR "z.i.p.p." OR "oon sol!" OR "out of network sol!" OR "out-of-network sol!" OR "o.o.n. sol!" OR "o-o-n sol!" OR "onet sol!" OR "o-net sol!" OR "o net sol!")

(report! OR data! OR "quant! survey!" OR generat! OR writ! OR draft! OR summar! OR author! OR explain! OR present! OR memo! OR artic! OR document!" OR "doc!" OR ".doc" OR ".docx" OR "white paper!" OR whitepaper! OR white-paper! OR powerpoint! OR power-point! OR "power-point!" OR ppt! OR .ppt OR ".ppt" OR "white-paper!" OR blog! OR websit! OR web-sit! OR "web-sit!" OR "web sit!" OR media OR deliverab! OR metric! OR scor! OR index OR indic! OR dashboard! OR dash-board! OR "dash board!" OR stud! OR projection! OR estimat! OR model!)

(review! OR eval! OR assess! OR analy! OR hir! OR promot! OR pro-mot! OR "pro-mot!" OR "pro mot!" OR "rank!" OR bonus! OR termin! OR fir! OR demot! OR de-mot!" OR "de mot!" OR "leav!of absence!" OR loa OR l.o.a. OR "l.o.a." OR l-o-a OR "l-o-a" OR leav! OR resign! OR quit! OR incent! OR rais!)

(pric! OR cost! OR expens! OR amount! OR level! OR repic! OR re-pric! OR re pric! OR paid! OR pay! OR payment! OR sav! OR reimb! OR reduc! OR adjust! OR "pric! trend!" OR "pric! change!" OR "rat! level!" OR "pa! level!")

("zelis forum" OR forum! OR fora! OR "lost pines resort" OR "lost pines resort and spa" OR "lost pines resort & spa" OR "hyatt regency lost pines resort and spa" OR "hyatt regency lost pines resort & spa" OR hyatt OR regency OR resort! OR "lost pines" OR "boca raton" OR retreat! OR conference! OR "annual confer!" OR "client! confer!" OR "customer! confer!" OR "payer! confer!" OR "payor! confer!" OR "corporate event!" OR "indus! event!" OR "payer! event!" OR "payor! event!" OR "executiv! event!")

(attend! OR list! OR "attend! list!" OR confirm! OR invit! OR "invit! list!" OR committee! OR travel! OR hotel! OR resort! OR "hotel receipt!" OR restaurant! OR "restaurant receipt!" OR bar! OR "bar receipt!" OR photo! OR pic! OR reserv! OR receipt! OR yoga OR golf! OR ski! OR fish! OR swim! OR spa! OR massag! OR relax! OR "happy hour!" OR happy-hour! OR cocktail! OR cock-tail! OR "cock tail!" OR trip! OR excursion! OR activit! OR music! OR band! OR group! OR "magic johnson" OR magic OR comed! OR featur! OR guest! OR post! OR "hollywood star!" OR star! OR "silver screen!" OR "big screen!" OR "jason sudeikis" OR "sudeikis" OR "ted lasso" OR lasso OR appletv OR "apple tv" OR "apple t.v.")

("client! confer!" OR "customer! confer!" OR "annual confer!" OR conference! OR note! OR client! OR customer! OR payer! OR payor! OR transcri! OR audio! OR record! OR "audio record!" OR "video record!" OR video OR "visual record!" OR film! OR video! OR a.v. OR "a.v." OR av! OR "audio video!" OR audio-video! OR "audio-video!" OR audio-visual! OR "audio-visual!" OR "audio visual!" OR present! OR poll! OR "tab! activit!" OR handout! OR hand-out! OR "hand out!" OR leave-behind! OR "leave behind!" OR packet! OR speech! OR "room assign!" OR "client! meet!" OR "customer! meet!" OR "compet! meet!" OR "compet! communicat!" OR "meet! with client!" OR "meet! with customer!" OR "met! with client!" OR "met! with customer!" OR "met! with compet!" OR "desantis breindel" OR desantisbreindel OR desantisbreindel@ OR "desantisbreindel@" OR "desantis" OR "breindel" OR "de santis breindel" OR "de santis")

(investigat! OR "department of justice" OR "dep't of justice" OR "dept! of justice" OR doj OR d.oj. OR "d.o.j." OR "grand jur!" OR dol OR d.o.l. OR "d.o.l." OR "department of labor" OR "dep't of labor" OR "dept! of labor!" OR congress! OR "federal trade commission" OR ftc OR f.t.c." OR "f.t.c." OR senat! OR "house of represent!" OR h.r. OR "h.r." OR fbi OR f.b.i. OR "federal bureau of investigat!" OR "state investigat!")

(disput! OR appeal! OR adjudicat! OR submi! OR accept! OR reject! OR negotiat! OR renegotiat! OR re-negotiat! OR "re-negotiat!" OR "re negotiat!" OR parameter! OR "appeal! parameter!" OR "appellat! parameter!" OR discuss! OR adjust! OR reten! OR "reten! rate!" OR "initial payment offer!" OR "original payment offer!" OR "inquiry rat!" OR "claims negotiat!" OR reprocess! OR re-process! OR "re-process!" OR "re process!" OR "best and final" OR "final and best" OR "negotiat! discount!" OR post-repric! OR "post-repric!" OR "post repric!")

("transparency in coverage" OR tic OR t.i.c. OR "t.i.c." OR t-i-c OR "t-i-c" OR "transparency in coverage rule!" OR "tic rule!" OR "t.i.c. rule!" OR "t-i-c rule!" OR "machine-readable file!" OR mrf OR m.r.f. OR "m.r.f." OR m-r-f OR "m-r-f" OR compl! OR "tic mrf files" OR "t.i.c. m.r.f." OR "mrf creat!" OR "m.r.f. creat!" OR hub! OR spoke!)

(director! OR consult! OR advisor! OR adviser! OR "board member!" OR member! OR board! OR "board meet!" OR "advisor! board" OR "adviser! board" OR itenerar! OR "advisor! committee!" OR "adviser! committee!" OR "committee advis!" OR "board advisor!" OR "director! advisor!" OR "director! adviser!" OR "meet! notes" OR minute! OR veto! OR vote! OR "board consult!" OR "consult! to the board!" OR "strategic advi!")

("balance! bill!" OR "bal! bill!" OR "bill! the bal!" OR "balance! bill! navigat!" OR "gap! gill!" OR "gap bill!" OR "gap! invoic!" OR "deficien! claim" OR "claim deficient!" OR "bill! differen!" OR "differen! in invoic!" OR "invoic! differen!" OR "differen! In invoic!" OR surpris! OR "surpris! act!")

("national advantage program!" OR "nat'l advantage program!" OR "nat!! advantage program!" OR nap OR n.a.p. OR "n.a.p." OR "national advantage" OR "nat'l advantage" OR "nat!! advantage!" OR "nationwide advantage!" OR "administrative service agree!" OR asas OR a.s.a.s. OR "a.s.a.s." OR asa OR a.s.a. OR "a.s.a." OR "claim! pass!" OR claimpass OR claim-pass! OR "claim-pass!" OR cps OR c.p.s. OR "c.p.s." OR csps OR c.s.p.s. OR "c.s.p.s." OR "supp! network! serv! OR "accelerat! pa!" OR "ap program!" OR "a.p. program!" OR "ap network!" OR "a.p. network!" OR "medical reimbursement analysis service!" OR "professional negotiat! serv!" OR "prof'l negotiat! serv!" OR pns OR p.n.s. OR "p.n.s." OR ppns OR p.p.n.s. OR "p.p.n.s." OR "continuous discount! agreement!" OR cda OR c.d.a. OR "c.d.a.")

("karen linder" OR karenlinder OR karenlinder@ OR "karenlinder@" OR karen.linder@ OR "karen.linder@" OR karen_linder@ OR "karen_linder@" OR klinder@ OR "klinder@" OR k.linder@ OR "k.linder@" OR linder OR linder@ OR "linder@" OR linderk@ OR "linderk@" OR "andrew britcher" OR andrewbritcher OR andrewbritcher@ OR "andrewbritcher@" OR andrew.britcher@ OR "andrew.britcher@" OR andrew_britcher@ OR "andrew_britcher@" OR abritcher@ OR "abritcher@" OR a.britcher@ OR "a.britcher@" OR a_britcher@ OR "a_britcher@" OR britcher OR britcher@ OR "britcher@" OR "michael battistoni" OR michaelbattistoni OR michaelbattistoni@ OR "michaelbattistoni@" OR mikebattistoni OR mikebattistoni@ OR "mikebattistoni@" OR mbattistoni OR mbattistoni@ OR "mbattistoni@" OR m.battistoni@ OR "m.battistoni@" OR m_battistoni@ OR "m_battistoni@" OR battistoni OR battistoni@ OR "battistoni@" OR "sigmund brezezinski" OR zigmundbrezezinski OR zigmundbrezezinski@ OR "zigmundbrezezinski@" OR zigmund.brezezinski@ OR "zigmund.brezezinski@" OR zigmund_brezezinski@ OR "zigmund_brezezinski@" OR zbrezezinski OR zbrezezinski@ OR "zbrezezinski@" OR z.brezezinski OR "z.brezezinski" OR z.brezezinski@ OR "z.brezezinski@" OR z_brezezinski OR "z_brezezinski" OR z_brezezinski@ OR "z_brezezinski@" OR brezezinskiz OR brezezinskiz@ OR "brezezinskiz@" OR brezezinski OR brezezinski@ OR "brezezinski@" OR "terri cothron" OR terrycothron OR terrycothron@ OR "terrycothron@" OR terry.cothron OR terry.cothron@ OR "terry.cothron@" OR terry_cothron OR terry_cothron@ OR "terry_cothron@" OR tcothron OR tcothron@ OR "tcothron@" OR t.cothron OR "t.cothron" OR t.cothron@ OR "t.cothron@" OR t_cothron OR "t_cothron" OR t_cothron@ OR "t_cothron@" OR cothron OR cothron@ OR "cothron@" OR cothront OR cothront@ OR "cothront@" OR "wendy gompper" OR wendygompper OR wendygompper@ OR "wendygompper@" OR wendy.gompper OR wendy.gompper@ OR "wendy.gompper@" OR wendy_gompper OR "wendy_gompper" OR wendy_gompper@ OR "wendy_gompper@" OR wgompper OR wgompper@ OR "wgompper@" OR w.gompper OR "w.gompper" OR w.gompper@ OR "w.gompper@" OR w_gompper OR "w_gompper" OR w_gompper@ OR "w_gompper@" OR gompper OR gompper@ OR "gompper@" OR gompperw OR gompperw@ OR "gompperw@" OR "keith jones" OR keithjones OR kethjones@ OR "keithjones@" OR keith.jones@ OR "keith.jones@" OR keith_jones@ OR "keith_jones@" OR k.jones OR k.jones@ OR "k.jones@" OR k_jones OR k_jones@ OR "k_jones@" OR jones OR jones@ OR "jones@" OR jonesk OR jonesk@ OR "jonesk@" OR "gabriel smith" OR gabrielsmith OR gabrielsmith@ OR "gabrielsmith@" OR gabriel.smith OR "gabriel.smith" OR gabriel.smith@ OR "gabriel.smith@" OR gabriel_smith OR "gabriel_smith" OR gabriel_smith@ OR "gabriel_smith@" OR gsmith OR gsmith@ OR "gsmith@" OR g.smith OR g.smith@ OR "g.smith@" OR g_smith OR g_smith@ OR "g_smith@" OR smith OR smith@ OR "smith@" OR smithg OR smithg@ OR "smithg@" OR "mario vangeli" OR mariovangeli OR mariovangeli@ OR "mariovangeli@" OR mario.vangeli OR "mario.vangeli" OR mario.vangeli@ OR "mario.vangeli@" OR mario_vangeli OR "mario_vangeli" OR mario_vangeli@ OR "mario_vangeli@" OR mvangeli OR mvangeli@ OR "mvangeli@" OR m.vangeli OR "m.vangeli" OR m.vangeli@ OR "m.vangeli@" OR m_vangeli OR "m_vangeli" OR m_vangeli@ OR "m_vangeli@" OR vangeli OR vangeli@ OR "vangeli@" OR vangelim OR vangelim@ OR "vangelim@" OR "melissa walsh" OR

EXHIBIT 1



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:

Capitalization:	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).
!:	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.
*:	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

Plaintiffs' Revisions and Additions (Universal) - 7/31/26

(reptic! OR re-pric! OR reimbur! OR fix! OR set! OR default! OR de-fault! OR "de fault!" OR initial! OR original! OR list! OR limit! OR suppress! OR align! OR curtail! OR pric! OR reduc! OR down! OR low! OR depress! OR decreas! OR flat! OR consist! OR custom! OR defensib! OR defenseib! OR defendab! OR defend-ab! OR "defend-ab!" OR discount! OR "fair rate!" OR overpa! OR "over-pa!" OR "over pa!" OR underpa! OR "under-pa!" OR "under pa!" OR "capture sav!" OR "market-bas!" OR "market bas!" OR "market-based pric!" OR "defensible pric!" OR "defenseible pric!" OR "defendable pric!" OR "defend-ab! pric!" OR propriet! OR reimburs! OR "re-imburs!" OR "nonarbitrary!" OR "non-arbitrar!" OR "pre-defin!")

("geograph! adjust!" OR "geograph! scop!" OR "geograph! reach!" OR "geograph! area!" OR "geograph! market!")

("pacific inpatient" OR "pacific inpatient medical group" OR pacific OR pimng OR "p.i.m.g." OR scaccia OR ayer OR bachoua OR apc OR "a.p.c." OR dbc OR "d.b.c." OR "4 missing peace" OR "4 missing peace corps, Inc." OR "missing peace" OR "rhodes-levin" OR "chris laurence" OR laurence OR "ethan ciment" OR "ciment" OR "chelsea foot and ankle p.c." OR chelsea OR "chelsea foot")

(barrier! OR entr! OR grow! OR expan!)

(sav! OR profit! OR commiss! OR bonus! OR incentiv!)

(form! OR creat! OR establish! OR assign! OR preserv! OR maintain! OR conceal! OR hid! OR mov! OR camouflag! OR delet!)

(payer! OR payor! OR "dental payer!" OR "dental payor!" OR insur! OR insurer! OR "insurance co!" OR tpa OR "t.p.a." OR "third-party administrat!" OR "third party administrat!" OR "self fund!" OR self-fund! OR zelis OR zelis.com OR aetna OR meritain OR "meritain health, inc." OR "meritain health" OR "meritain health dispute resol!" OR cigna OR "the cigna group" OR "cigna group" OR elevance OR humana OR united! OR unitedhealth OR "united health" OR unitedhealthgroup OR "unitedhealth group" OR "united healthgroup" OR "united healthcare" OR unitedhealthcare OR uhg OR "u.h.g." OR uhc OR "u.h.c." OR uhcg OR "u.h.c.g." OR "anthem blue cross of california" OR anthem OR "blue cross of california" OR "blue cross" OR bcca OR "cigna health and life ins!" OR "healthscope benefits" OR healthscope OR "health scope" OR "healthscope benefits, inc." OR "umr, inc." OR "umr inc" OR umr)

(provider! OR practi! OR doctor! OR "medical practic!" OR m.d. OR md OR "doctor of osteopathic" OR "osteopathic doctor" OR "dr. of osteo!" OR "osteopathic dr." OR "d.o." OR do OR "p.a." OR pa OR dds OR "d.d.s." OR dentist! OR dental OR physician! OR clinic! OR hospital! OR chiro! OR podiatry OR "podiatric medicine" OR podiatric OR "podiatric surgery" OR dpm OR "d.p.m." OR lmft OR "l.m.f.t." OR psychotherap! OR "psycho-therap!" OR "psycho therap!" OR therap! OR "mental health")

("health maintenance org!" OR "health maintenance network!" OR hmo! OR "h.m.o." OR "health management org!" OR "health mgmt. org!" Or "health mgmt org!")

("out of network" OR "outside the network" OR "outside of the network" OR "beyond the network" OR "out of network" OR "out-of-network" OR oon OR o-o-n OR "o.o.n." OR onet OR "o-net!" OR "o net!" OR nonpar! OR "non-par!" OR non-contract! OR noncontract! OR "non contract!" OR "out-of-network sol!" OR "out of network sol!" OR "end-to-end cost contain!" OR "un contract!" OR uncontract! OR "un-contract!" OR "zelis contract!")

(cover! OR non-cover! OR "non cover!" OR "not cover!" OR "uncover!" OR "un-cover!" OR benefi! OR featur! OR aspect! OR function!)

(exclu! OR "not accept" OR unaccept! OR "un-accept!" OR "not see" OR "not treat" OR refus! OR declin! OR cancel! OR "turn! away")

(freedom! OR flex! OR choic! OR choos! OR "pa! more" OR compens! OR "pay more" OR "paid more" OR "pays more" OR "paying more" OR "increas! payment!" OR "increas! benefi!" OR "greater benefi!" OR "pa! less" OR "decreas! pa!" OR "decreas! benefi!" OR "smaller benefi!" OR "less cover!" OR "more cover!" OR "smaller rat!" OR "greater rat!" OR "decreas! rat!")

(import! OR significan! OR meaningful! OR consumer! OR choic! OR choos! OR offer! OR "ceteris paribus" OR "ceteris peribus" OR "ceterus paribus" OR "ceterus peribus" OR "things equal" OR "things being equal" OR cover! OR benefi! OR featur! OR serv! OR compet!)

(trade-off! OR "trade off!" OR tradeoff! OR exchang! OR bargain!)

(hat! OR dislik! OR frown! OR discourag! "do not like" OR "don't like" OR "do not want!" OR "don't want!" OR fair OR "not fair" OR unfair OR cancel! OR switch! OR "switch off" OR "switch away" OR "switch from" OR "transition away" OR "transition from" OR "end! use" OR "end! our use" OR "mov! away" OR nonrenew! OR non-renew! OR "not renew!" OR "provider react!" OR unsubscri! OR "un subscri!" OR "stop! subscri!")

(conspir! OR co-conspir! OR "co conspir!" OR cartel! OR agree! OR collu! OR manipul! OR influen! OR lower OR decrease OR fix! OR default! OR de-fault! OR "de fault!" OR initial! OR original! OR list! OR coordinat! OR set! OR align! OR "go above" OR "adhere" OR cartel! OR agree! OR compet! OR "absence of compet!" OR "absent compet!" OR "do not compet!" OR "no longer compet!" OR "avoid compet!" OR "lack of compet!" OR "decreased levels of compet!" OR "lessened compet!" OR "relief from compet!" OR "relieved from compet!" OR "competitive relie!" OR violat! OR antitrust! OR "anti-trust!" OR "anti trust!" OR coordinat! OR "co-ordinat!" OR "co ordinat!" OR "anti-compet!" OR anticompet! OR "anti compet!" OR compet!)

("market rat!" OR market-rat! OR "full rat!" OR "compet! rat!" OR invoic! OR "full invoic!" OR "as invoic!" OR "as-invoic!" OR "market pric!" OR "full pric!" OR market!)

(repricer! OR pricer! OR zelis OR zelis.com OR "zelis.com" OR @zelis OR "@zelis" OR @zelis.com OR "@zelis.com" OR #zelis OR "#zelis" OR "# zelis" OR availity OR avail! OR "strateg! all!" OR ahip OR a.h.i.p. OR "a.h.i.p." OR "america's health insurance plan!" OR "american health insurance plan!" OR "america! health ins! plan!" OR centene OR re-pricer! OR "third party" OR "third party pricer!" OR third-party OR "3rd party" OR "3rd party pricer!" OR "pricing agen!")

(jettison! OR abandon! OR relinquish! OR abdicat! OR giv! OR gav! OR delegat! OR dedicat! OR designat! OR supplant! OR afford! OR allow! OR bestow! OR entrust! OR en-trust! OR "en-trust!" OR ced! OR ignor! OR drop! OR allow! OR afford! OR provi! OR serv! OR spoil! OR ole! OR role! OR sol! OR responsib! OR assign! OR serv! OR authori! OR capacit!)

(shar! OR sen! OR distribut! OR giv! OR gav! OR deliver! OR exchang! OR provid! OR communicat! OR discuss! OR convers! OR tell! OR told! OR speak! OR spok! OR talk! OR phon! OR telephon! OR tele-phon! OR "tele-phon!" OR call! OR email! OR e-mail! OR "e-mail!" OR text! OR attach! OR feed! OR trad! OR disclos! OR met! OR meet!)

(contract! OR agree! OR claim! OR pric! OR pay! OR paid! OR cost! OR expen! OR amount! OR payment! OR shell! OR rat! OR level! OR purchas! OR buy! OR bought! OR acquir! OR reimburs! OR re-imburs! OR data! OR datum! OR info! OR transact!)

(know! OR knew! OR understand! OR understood! OR famil! OR recog! OR contemplat!
OR consid! OR assess! OR evaluat! OR valu! OR analy! OR concern! OR saw! OR see!
OR tell! OR told! OR discuss! OR convers! OR talk! OR speak! OR spok! OR met! OR
meet! OR confer! OR consult! OR counsel! OR council! OR meeting! OR show! OR
reveal! OR present! OR demonstrat! OR communicat! OR discuss!)

(incent! OR encourag! OR max! OR commission! OR bount! OR incom! OR revenu! OR
sav! OR extract! OR "percentage of sav!" OR "%sav!" OR % sav!" OR "% of sav!" OR
posv! OR posav! OR "psav!" OR "p.o.s.v." OR "sav! rat!" OR "rat! of sav!")

(percent! OR pct! OR % OR amount! OR ceiling! OR cap! OR caps OR floor! OR
threshold! OR threshhold! OR thresh-hold! OR "thresh-hold!" OR "thresh hold!" OR cliff!
OR crater! OR limit! OR fix! OR set! OR default! OR de-fault! OR "de fault!" OR initial! OR
original! OR list! OR "no more than" OR "no less than" OR "more than" OR "less than" OR
"higher rat!" OR "lower rat!" OR "original! pa! amount!" OR "initial! pa! amount!" OR mac
OR "m.a.c." OR "max! allow! charg!" OR "max! allow! cost!" OR "max! allow! reimburs!" OR
"allow! amount!" OR "amount! allow!" OR "reimburs! level!" OR "level of reimburs!")

(tool! OR method! OR tech! OR databas! OR data-bas! OR "data-bas!" OR "data bas!" OR
dbas! OR d-bas! OR "d-bas!" OR schedul! OR "survey data" OR "raw data" OR
"underlying data" OR "source data" OR "est! reimburs! schedul!" OR "fee schedul!" OR
"est! reimburs! service!" OR "est! reimburs! sol!" OR ers OR "e.r.s." OR e-r-s OR "e-r-s"
OR "schedul!" OR "reference-bas! pric!" OR "reference bas! pric!" OR "referenced-bas!
pric!" OR "referenced bas! pric!" OR rbp OR r.b.p. OR "r.b.p." OR r-b-p OR "r-b-p" OR
"auto! rout!" OR "a.i." OR "ai" OR "artificial! intelligen!" OR "gen! a.i." OR "gen! ai" OR "gen
ai" OR "gen! a.i." OR "gen-a.i." OR "machin! learn!")

(calculat! OR determin! OR appli! OR apply! OR conclu! OR analy! OR assess! OR reach!
OR deci! OR therefor! OR q.e.d. OR "q.e.d." OR "qed!" OR "q-e-d")

(ingenix OR "ingenix databas!" OR "new york attorney general!" OR nyag! OR n.y.a.g. OR
"n.y.a.g." OR "state of new york" OR "office of the attorney general!" OR oag! OR o.a.g.
OR "o.a.g." OR "new york attorney general!" OR cuomo OR "ag office" OR "ag's office"
OR "a.g. office" OR "a.g.'s office")

(investigat! OR settl! OR "assurance of discontinu!" OR "assur! of discontinu!" OR agree!
OR cid! OR "c.i.d." OR c.i.d. OR "civil investigat! demand!")

("independent database!" OR "not-for-profit compan!" OR "not for profit compan!" OR "non
profit compan!" OR "non profit compan!" OR "fair health" OR "five year!" OR five-year! OR
"five yr!" OR five-yr! OR "5 year!" OR 5-year! OR "5 yr!" OR 5-yr! OR "exclus! period!" OR
"exclus! term!" OR "exclus! us!" OR "fair market!" OR "reasonable and customary" OR "r
and c" OR "r & c" OR "usual, customary and reasonable" OR "usual, customary, and
reasonable" OR ucr OR u.c.r. OR ucr OR u.c.r. OR "usual, customary & reasonable" OR
"customary & reasonable" OR "customary and reasonable" OR "usual and customary" OR
"usual & customary" OR usual & reasonable" OR "usual & customary" OR "market rat!")

(zelis OR rebrand! OR re-brand! OR "June 13, 2016" OR 06/13/2016 OR 06/13/16 OR
6/13/2016 OR 6/13/16 OR "2016 June 13" OR 06-13-2016 OR 06-13-16 OR 6-13-2016
OR 6-13-16 OR 06.13.2016 OR 6.13.2016 OR 06.13.16 OR 6.13.2016)

(500 OR "five hundred" OR five-hundred OR "five-hundred" OR 750 OR "seven hundred
fifty" OR seven-hundred-fifty OR "seven-hundred-fifty" OR 770 OR "seven hundred
seventy" OR seven-hundred-seventy OR "seven-hundred-seventy" OR "top 5" OR top-5
OR "top-5" OR "top five" OR top-five OR "top-five")

(contract! OR s.o.w. OR "s.o.w." OR "sow!" OR "statement! of work!" OR "stmt! of work!" OR amend* OR "side letter!" OR "side-letter!" OR agree! OR "mou" OR m.o.u. OR "m.o.u." OR "moa" OR m.o.a. OR "m.o.a." OR loi OR l.o.i. OR "l.o.i." OR "loa" OR l.o.a. OR "l.o.a.")

(claim! OR contract! OR invoice! OR submi! OR bill! OR "billed charge" OR eob OR "explanation of benefits" OR pric! OR paid! OR amount! OR pay! OR payment! OR rate! OR level! OR purchas! OR acquir! OR cost! OR expen! OR buy! OR bought! OR reimburs! OR re-imburs! OR transact! OR info! OR data! OR datum! OR receiv! OR mad! OR distribut! OR sen! OR deliver! OR issu!)

(tech! OR enabl! OR facilitat! OR method! OR serv! OR conduc! OR scoop! OR compat! OR receiv! OR OR distribut! OR sen! OR deliver! OR issu! OR load!)

(effect! OR result! OR inten! OR stabili! OR steep! OR deep! OR significant! OR substant! OR excess! OR decreas! OR de-press! OR depress! OR suppress! OR pressur! OR lessen! OR minim! OR squeez! OR below! OR under! OR drop! OR "sub!" OR flat!)

(antitrust OR anti-trust OR "trade regulation!" OR regulat! OR handbook! OR hand-book! OR "hand book!" OR manual! OR "antitrust train!" OR anti-trust train! OR "antitrust guid!" OR "anti-trust guid!" OR "antitrust publi!" OR "anti-trust publi!" OR "antitrust email!" OR "anti-trust email!" OR "anti-trust e-mail!" OR "anti-trust e-mail!" OR "antitrust protocol!" OR "anti-trust protocol!" OR "authorit! on antitrust" OR "authorit! on anti-trust" OR "antitrust author!" OR "anti-trust author!" OR "antitrust report!" OR "anti-trust report!" OR "sherman act" OR "section one" OR "section 1" OR "sec. one" OR "sec. 1" OR "\$ one" OR "\$ 1" OR "15 u.s.c. section one" OR "15 u.s.c. section 1" OR "15 u.s.c. sec. one" OR "15 u.s.c. sec. 1" OR "15 u.s.c. § one" OR "15 u.s.c. § 1" OR "clayton act" OR "section sixteen" OR "section 16" OR "sec. sixteen" OR "sec. 16" OR "\$ 16" OR "15 u.s.c. section twenty-six" OR "15 u.s.c. section twenty six" OR "15 u.s.c. section 26" OR "15 u.s.c. sec. twenty-six" OR "15 u.s.c. sec. twenty six" OR "15 u.s.c. sec. 26" OR "15 u.s.c. § twenty-six" OR "15 u.s.c. § twenty six" OR "15 u.s.c. § 26" OR "\$ 26")

(stop! OR prevent! OR prohibit! OR enjoin! OR limit! OR restrict! OR bar! OR injunct! OR relie! OR relei! OR irreparab! OR threat! OR damag! OR harm! OR injur! OR damag! OR cost! OR expen! OR insuffic! OR "less than invoice!" OR "less than bill!" OR prevail! OR win! OR succeed! OR victor! OR award! OR sett!)

("zelis ppo!" OR "zelis p.p.o." OR "zelis preferred provider org!" OR "ppo network!" OR "p.p.o. network!" OR "wrap network!" OR "rental network!" OR "supplement! network!" OR stratose OR strat-ose OR "strat-ose" OR stratrose OR strat-rose OR "strat-rose" OR hfn OR h.f.n. OR "h.f.n." OR "hfn, llc" OR "hfn llc" OR "h.f.n., l.l.c." OR "h.f.n. l.l.c." OR "hfn, l.l.c." OR "hfn l.l.c." OR "h.f.n., llc" OR "h.f.n. llc" OR "maverest dental network!" OR "maverest!" OR "mavarest!" OR "mavarast!" OR maverast! OR mdn OR m.d.n. OR "m.d.n." OR m-d-n OR "m-d-n" OR ppoplus OR p.p.o.plus OR "p.p.o.plus" OR ppo-plus OR "ppo-plus" OR "ppo plus" OR "p.p.o. plus" OR qualident OR quali-dent OR "quali-dent" OR "quali dent!" OR "4most health" OR 4mosthealth OR "4 most health" OR "4most dental" OR "4 most dental" OR 4mostdental OR 4comp OR "4 comp" OR "zelis compet!" OR "zelis' compet!" OR "compet! of zelis" OR "compet! with zelis" OR "compet! to zelis" OR "ab! to compet!" OR "abil! to compet!" OR "can compet!" OR "will compet!" OR "no longer compet!" OR "still compet!" OR "zelis is a payer!" OR "zelis is a payor!" OR "payer! include! zelis" OR "payor! include! zelis" OR "zelis as a payer!" OR "Zelis as a payor!" OR "as a payer, Zelis" OR "as a payor, Zelis" OR (zelis /10 pay*r!) OR "purcha! OON" OR "purcha! o.o.n." OR "purcha! out-of-network" OR "purcha! non-par!" OR "purcha! non par!" OR "purcha! not par!" OR "bought oon" OR "bought o.o.n." OR "bought out-of-network" OR "bought non-par!" OR "bought non par!" OR "bought not par!" OR "buy! oon" OR "buy! o.o.n." OR "buy! out-of-network" OR "buy! non-par!" OR "buy! non par!" OR "buy! not par!" OR "pa! for oon" OR "pa! for o.o.n." OR "pa! for out-of-network" OR "pa! for non-par!" OR "pa! for non par!" OR "pa! for not par!")

(invest! OR loan! OR facilit! OR term! OR credit! OR bain OR "bain capital" OR "bain private equity" OR "bain capital private equity" OR "bain capital venture!" OR "capital venture!" OR "bain capital portfolio group" OR "portfolio group" OR "private equity" OR "private equities" OR parthenon OR parthanon OR "parthenon capital" OR "parthanon capital" OR "mubadala investment company" OR "mubadala investment co!" OR mubadala OR northwest OR north-west OR "north west" OR harbourvest OR harborvest OR harbour-vest OR harbor-vest OR "harbour vest" OR "harbor vest" OR guidehouse OR guide-house OR "guide house" OR "office ally" OR officeally OR office-ally OR "zelis invest!" OR "invest! in zelis" OR "invest! with zelis" OR "zelis credit!" OR "credit! of zelis" OR author! OR control! OR limit! OR leverag! OR steer! OR captain! OR oblig! OR command! OR dictat! OR hinder! OR restrict!)

("red card" OR redcard OR red-card OR "red-card" OR zelis OR "amanda eisel" OR amandaeisel OR amandaeisel@ OR "amandaeisel@" OR amanda.eisel OR "amanda.eisel" OR amanda.eisel@ OR "amanda.eisel@" OR amanda_eisel OR amanda_eisel@ OR "amanda_eisel@" OR aeisel OR aeisel@ OR "aeisel@" OR a.eisel OR a.eisel@ OR "a.eisel@" OR a_eisel OR a_eisel@ OR "a_eisel@" OR amanda OR amanda@ OR "amanda@" OR eisel OR eisel@ OR "eisel@" OR eisela OR eisela@ OR "eisel@" OR "br*an gladden" OR br*angladden OR br*angladden@ OR "br*angladden@" OR br*an.gladden OR br*an.gladden@ OR "br*an.gladden@" OR br*an_gladden OR "br*an_gladden" OR br*an_gladden@ OR "br*an_gladden@" OR br*an OR br*an@ OR "br*an@" OR gladden OR gladden@ OR "gladden@" OR gladdenb OR gladdenb@ OR "gladdenb@" OR fintech! OR fin-tech! OR "fin tech!" OR "fin. tech!" OR "devin o'reilly" OR "devin o'reily" OR devin OR devin@ OR "devin@" OR o'reilly OR o'reily OR oreilly OR oreilly@ OR "oreilly@" OR oreily OR oreily@ OR "oreily@" OR oreilyd@ OR "oreilyd@" OR oreillyd@ OR "oreillyd@" OR wayne OR wayne@ OR "wayne@" OR deveydt OR deveydt@ OR "deveydt@" OR de-veydt OR "de veydt" OR david OR david@ OR "david@" OR dave OR dave@ OR "dave@" OR ament OR ament@ OR "ament@" OR gabe OR gabe@ OR "gabe@" OR gabriel OR gabriel@ OR "gabriel@" OR moynihan OR monyhan@ OR "moynihan@" OR zach OR zach@ OR "zach@" OR zack OR zack@ OR "zack@" OR zachary OR zachary@ OR "zachary@" OR zachariah OR zachariah@ OR "zachariah@" OR sadek OR sadek@ OR "sadek@" OR kurt OR kurt@ OR "kurt@" OR brume OR brume@ OR "brume@" OR brumme OR brumme@ OR "brumme@" OR tom OR tom@ OR "tom@" OR tommy OR tommy@ OR "tommy@" OR thom! OR thomas OR thomas@ OR "thomas@" OR hough OR hough@ OR "hough@" OR mina OR mina@ OR "mina@" OR minna OR minna@ OR "minna@" OR abdulla OR abdulla@ OR "abdulla@" OR abdullah OR abdullah@ OR "abdullah@" OR hamoodi OR hamoodi@ OR "hamoodi@" OR heather OR heather@ OR "heather@" OR cox OR cox@ OR "cox@" OR valteris OR valteris@ OR "valteris@" OR sue OR sue@ OR "sue@" OR susan OR susan@ OR "susan@" OR schick OR schick@ OR "schick@" OR "kaitlin howard" OR kaitlinhoward OR kaitlinhoward@ OR "kaitlinhoward@" OR kaitlin.howard OR kaitlin.howard@ OR "kaitlin.howard@" OR kaitlin_howard OR kaitlin_howard@ OR "kaitlin_howard@" OR khoward OR khoward@ OR "khoward@" OR k.howard OR "k.howard" OR k.howard@ OR "k.howard@" OR k_howard OR "k_howard" OR k_howard@ OR "k_howard@" OR kaitlin OR kaitlin@ OR "kaitlin@" OR howard OR howard@ OR "howard@" OR howardk OR howardk@ OR "howardk@")

(agen! OR consult! OR advisor! OR adviser! OR expert! OR "subject matter expert!" OR sme OR s.m.e. OR "s.m.e." OR s-m-e OR "s-m-e" OR subsid! OR affiliat! OR ancestor! OR sister! OR brother! OR lateral! OR subordinat! OR sub-ordinat! OR "sub-ordinat!" OR related! OR relationship! OR department! OR dept! OR dep't! OR unit! OR division! OR div!)

(joint! OR several! OR liab! OR culp! OR guilt! OR adm! OR conced! OR acknowledg! OR grant!)

(pric! OR cost! OR expen! OR amount! OR level! OR reprec! OR re-pric! OR "re pric!" OR paid! OR pay! OR payment! OR overpa! OR over-pa! OR "over pa!" OR underpa! OR under-pa! OR "under pa!" OR satisf! OR settl! OR sav! OR generat! OR assur! OR "executive law!" OR ingenix OR \$350,000,000 OR \$350 million OR "three-hundred-fifty million" OR "three hundred fifty million" OR 350m! OR "350 m!" OR ceas! OR desist! OR discontinu!)

(fairhealth OR fair-health OR "fair health" OR non-profit! OR "non-profit!" OR "non profit!" OR not-for-profit! OR "not-for-profit!" OR "not for profit!")

(pric! OR cost! OR expen! OR amount! OR level! OR reprec! OR re-pric! OR "re pric!" OR paid! OR pay! OR payment! OR satisf! OR settl! OR assur! OR discontinu! OR "executive law!" OR ceas! OR desist! OR "exclusiv! us!" OR exclusive-us! OR exclusiv! OR "five year!" OR five-year! OR "five-year!" OR "five yr!" OR five-yr! OR "five-yr!" OR "5 year!" OR 5-year! OR "5-year!" OR "5 yr!" OR 5-yr! OR "5-yr!" OR increas! OR revers! OR climb! OR "26%" OR "13%")

(launch! OR brand! OR rebrand! OR re-brand! OR "re brand!" OR "new! brand!" OR nam! OR renam! OR re-nam! OR "re-nam!" OR "re nam!" OR "new! nam!")

(expir! OR end! OR terminat! OR "exclusive use!" OR exclusive-use! OR exclu! OR "five year!" OR five-year! OR "five-year!" OR "five yr!" OR five-yr! OR "five-yr!" OR "5 year!" OR 5-year! OR "5-year!" OR "5 yr!" OR 5-yr! OR "5-yr!" OR "june 13, 2016" OR "jun 13 2016" OR jun-13-2016 OR "13 June 2016" OR "13 jun 2016" OR 13-jun-2016 OR 6/13/2016 OR 6/13/16 OR 6-13-2016 OR 6.13.2016 OR 6.13.16 OR 20160613 OR 2016-06-13 OR 2016.06.13 OR "august 13, 2024" OR "aug. 13, 2024" OR "aug 13, 2024" OR aug-13-2024 OR "13 august 2024" OR 13-august 2024 OR "13 aug 2024" OR "13 aug. 2024" OR 13-aug-2024 OR 13-aug.-2024 OR 8/13/2024 OR 8.13.2024 OR "2024 08 13" OR 20240813 OR 2024-08-13 OR 2024.08.13)

("500 health!" OR "750 health!" OR "770 health!" OR "500 insur!" OR "750 insur!" OR "770 insur!" OR "500 nat!" OR "750 nat!" OR "500 payor!" OR "750 payor!" OR "770 payor!" OR "500 payer!" OR "750 payer!" OR "770 payer!" OR "500 client!" OR "750 client!" OR "770 client!" OR "500 customer!" OR "750 customer!" OR "770 customer!" OR "500 repricing client!" OR "750 repricing client!" OR "770 repricing client!" OR "500 repricing customer!" OR "750 repricing customer!" OR "770 repricing customer!" OR "repricing client!" OR "repricing customer!" OR "top five" OR "top-five" OR "top 5" OR "five top" OR "5 top" OR "largest five" OR "largest 5" OR "five largest" OR "5 largest" OR "biggest five" OR "biggest 5" OR "five biggest" OR "5 biggest")

("artificial intelligence" OR "artificial! intel!" OR artificial-intelligence OR "artificial-intel!" OR a.i. OR "a.i." OR ai OR a-i OR "a-i" OR algorithm! OR algo! OR auto! OR rout! OR channel! OR method! OR methodolog! OR tech! OR proced! OR process! OR sys! OR business! OR "ai-power!")

(stratose! OR strat-ose! OR stratrose! OR strat-rose! OR phx OR p.h.x. OR "pay-plus solutions" OR payplussolutions OR "payplus solutions" OR "pay plus solutions" OR pps OR p.p.s. OR truver OR trueven OR "tru ven" OR "true ven" OR ethicare OR ethi-care OR "ethi care" OR strenuus OR strennus OR strennuus OR strenuous OR strennuous OR maverest OR mavarest OR mavarast OR mavarest OR meverest 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 "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 OR "allied benefit!" OR "strategic partner")

(profit! OR earning! OR "net earning!" OR incom! OR "net incom!" OR revenu! OR net revenu! OR money! OR monet! OR currenc! OR dollar! OR usd OR u.s.d. OR "u.s.d." OR "financial health!" OR "in the red" OR "in the black" OR "in the money" OR cash! OR "cash equivalent!" OR holding! OR invest! OR "short term" OR short-term OR "long term" OR long-term OR saving! OR sav! OR "earnings before income tax, depreciation!" OR ebitda OR e.b.i.t.d.a. OR "e.b.i.t.d.a." OR gaap OR g.a.a.p. OR "g.a.a.p." OR amoun! OR amt OR debt! OR credit! OR oblig! OR loan! OR facilit! OR ow! OR mortgag!)

(executiv! OR officer! OR "chief executive officer!" OR "chief financial officer!" OR ceo OR c.e.o. OR "chief operations officer!" OR coo OR c.o.o. OR "chief operating officer!" OR "chief technology officer!" OR cto OR c.t.o. OR director! OR president OR pres! OR "vice president" OR "vice pres!" OR vp OR v.p. OR "v.p." OR agen! OR advisor! OR adviser! OR consult! OR expert! OR "subject matter expert!" OR sme OR s.m.e." OR "s.m.e." OR s-m-e OR "s-m-e" OR employee! OR associate! OR analyst! OR amanda OR amanda@ OR "amanda@" OR eisel OR eisel@ OR "eisel@" OR "amanda eisel" OR aeisel OR aeisel@ OR "aeisel@" OR amandaeisel OR amandaeisel@ OR "amandaeisel@" OR amanda.eisel OR "amanda.eisel" OR amanda.eisel@ OR "amanda.eisel@" OR amanda_eisel OR "amanda_eisel" OR amanda_eisel@ OR "amanda_eisel@" OR a.eisel OR a.eisel@ OR "a.eisel@" OR a_eisel OR "a_eisel" OR a_eisel@ OR "a_eisel@" OR eisela OR eisela@ OR "eisela@" OR heather OR heather@ OR "heather@" OR "heather cox" OR heathercox OR heathercox@ OR "heathercox@" OR heather.cox OR "heather.cox" OR heather.cox@ OR "heather.cox@" OR heather_cox OR "heather_cox" OR heather_cox@ OR "heather_cox@" OR hcox OR hcox@ OR "hcox@" OR h.cox OR "h.cox" OR h.cox@ OR "h.cox@" OR h_cox OR "h_cox" OR h_cox@ OR "h_cox@" OR cox OR cox@ OR "cox@" OR coxh OR coxh@ OR "coxh@" OR "heather valteris" OR heathervalteris OR heathervalteris@ OR "heathervalteris@" OR heather_valteris OR "heather_valteris" OR heather_valteris@ OR "heather_valteris@" OR heather.valteris OR "heather.valteris" OR heather.valteris@ OR "heather.valteris@" OR hvalteris OR hvalteris@ OR "hvalteris@" OR h_valteris OR "h_valteris" OR h_valteris@ OR "h_valteris@" OR h.valteris OR "h.valteris" OR h.valteris@ OR "h.valteris@" OR valteris OR valteris@ OR "valteris@" OR valterish OR valterish@ OR "valterish@" OR "sue schick" OR sueschick OR sueschick@ OR "sueschick@" OR sue.schick OR "sue.schick" OR sue.schick@ OR "sue.schick@" OR sue_schick OR "sue_schick" OR sue_schick@ OR "sue_schick@" OR "susan schick" OR susanschick OR susanschick@ OR "susanschick@" OR susan_schick OR "susan_schick" OR susan_schick@ OR "susan_schick@" OR susan.schick OR "susan.schick" OR susan.schick@ OR "susan.schick@" OR "suzan schick" OR suzanschick OR suzanschick@ OR "suzanschick@" OR suzan_schick OR "suzan_schick" OR suzan_schick@ OR "suzan@schick@" OR suzan.schick OR "suzan.schick" OR suzan.schick@ OR "suzan.schick@" OR "susie schick" OR susieschick OR susieschick@ OR "susieschick@" OR susie_schick OR "susie_schick" OR susie_schick@ OR "susie_schick@" OR susie.schick OR "susie.schick" OR susie.schick@ OR "susie.schick@" OR "suzie schick" OR suzieschick OR suzieschick@ OR "suzieschick@"

(former! OR previous! OR prior OR after! OR follow! OR thereafter! OR there-after! OR "there-after!" OR "there after" OR upon OR thereupon OR there-upon OR "there-upon" OR "there upon" OR subsequent! OR before! OR initial! OR original! OR first! OR 1st OR second! OR 2nd OR 2d OR third! OR 3rd OR 3d OR fourth! OR 4th OR fifth! OR 5th OR sixth! OR 6th OR seventh! OR 7th OR eighth! OR 8th OR ninth! OR 9th OR tenth! OR 10th OR then)

(compen! OR money! OR monet! OR incen! OR schem! OR earning! OR income! OR revenue! OR commission! OR percent! OR amount! OR level! OR pos OR posv OR posav OR "percentage of saving!" OR "pct! of sav!" OR pctsav!" OR pctofsav! OR pct_of_sav! OR pct.of.sav! OR %sav! OR "% of sav!" OR)

(shar! OR distribut! OR contract! OR agree! OR exchang! OR deliver! OR upload! OR up-load! OR "up load!" OR download! OR down-load! OR "down load!" OR sen! OR transfer! OR deliver! OR ftp! OR f.t.p. OR protocol! OR portal! OR compat! OR scoop! OR bulk! OR load!)

(pa! OR contract! OR sensitiv! OR "competitively sensitive" OR competitively-sensitive OR "commercially sensitive" OR commercially-sensitive OR csi! OR c.s.i. OR "c.s.i." OR c-s-i! OR "c-s-i" OR priv! OR confid! OR proprietar! OR claim! OR pric! OR sav! OR expen! OR cost! OR information! OR info! OR data! OR datum! OR confid!)

(architect! OR "national network!" OR "nat'l network!" OR "natl network!" OR "nationwide network!" OR "regional network!" OR "area network!" OR "local network!" OR "provider network!" OR "dental network architect!" OR "healthcare network architect!" OR "dental network!" OR "healthcare network!" OR "network! architect!" OR "primary network!" OR "secondary network!" OR "wrap network!" OR "rental network!" OR "supplement! network!" OR "specialty network!" OR "proprietary network!" OR "model preferred provider network!" OR "design preferred provider network!" OR "build preferred provider network!" OR "model ppo!" OR "design ppo!" OR "build ppo!" OR "model p.p.o!" OR "design p.p.o!" OR "build p.p.o!" OR "network analytic!" OR "network design!" OR "network! access!" OR "network! sav!" OR "network! pay!" OR "network! communic!" OR "network! manag!" OR "claim! integrit!" OR "pa! remit!" OR "our network!" OR "your network!")

(compet! OR own! OR operat! OR manag! OR run! OR supervis! OR control! OR "purcha! out-of-network!" OR "purcha! out of network!" OR "purcha! OON" OR "purcha! o.o.n." OR "purcha! o-o-n" OR "purcha! onet!" OR "purcha! o-net!" OR "purcha! o net!" OR "purcha! non-par!" OR "purcha! non par!" OR "purcha! not par!" OR "buy! out-of-network!" OR "buy! out of network!" OR "buy! OON" OR "buy! o.o.n." OR "buy! o-o-n" OR "buy! onet!" OR "buy! o-net!" OR "buy! o net!" OR "buy! non-par!" OR "buy! non par!" OR "buy! not par!" OR "bought! out-of-network!" OR "bought! out of network!" OR "bought! OON" OR "bought! o.o.n." OR "bought! o-o-n" OR "bought! onet!" OR "bought! o-net!" OR "bought! o net!" OR "bought! non-par!" OR "bought! non par!" OR "bought! not par!" OR "preferred provider organization!" OR "preferred provider organisation!" OR "preferred provider network!" OR p.p.o. OR "p.p.o." OR p-p-o! OR "p-p-o!" OR ppo!)

("payment! harmon! ind!" OR phi OR p.h.i. OR "p.h.i." OR quickrepic! OR "quick reprec!" OR quick-reprec! OR "quick-reprec!" OR network360 OR "network 360" OR network-360 OR "network-360" OR "zelis pric! map!" OR "zelis pric! map!" OR "open access pric!" OR "intel! pric! platform!" OR zipp OR z.i.p.p. OR "z.i.p.p." OR "oon sol!" OR "out of network sol!" OR "out-of-network sol!" OR "o.o.n. sol!" OR "o-o-n sol!" OR "onet sol!" OR "o-net sol!" OR "o net sol!")

(report! OR data! OR "quant! survey!" OR generat! OR writ! OR draft! OR summar! OR author! OR explain! OR present! OR memo! OR artic! OR document!" OR "doc!" OR ".doc" OR ".docx" OR "white paper!" OR whitepaper! OR white-paper! OR powerpoint! OR power-point! OR "power-point!" OR ppt! OR .ppt OR ".ppt" OR "white-paper!" OR blog! OR websit! OR web-sit! OR "web-sit!" OR "web sit!" OR media OR deliverab! OR metric! OR scor! OR index OR indic! OR dashboard! OR dash-board! OR "dash board!" OR stud! OR projection! OR estimat! OR model!)

(review! OR eval! OR assess! OR analy! OR hir! OR promot! OR pro-mot! OR "pro-mot!" OR "pro mot!" OR "rank!" OR bonus! OR termin! OR fir! OR demot! OR de-mot!" OR "de mot!" OR "leav!of absence!" OR loa OR l.o.a. OR "l.o.a." OR l-o-a OR "l-o-a" OR leav! OR resign! OR quit! OR incent! OR rais!)

(pric! OR cost! OR expens! OR amount! OR level! OR reprec! OR re-pric! OR re pric! OR paid! OR pay! OR payment! OR sav! OR reimb! OR reduc! OR adjust! OR "pric! trend!" OR "pric! change!" OR "rat! level!" OR "pa! level!")

("zelis forum" OR forum! OR fora! OR "lost pines resort" OR "lost pines resort and spa" OR "lost pines resort & spa" OR "hyatt regency lost pines resort and spa" OR "hyatt regency lost pines resort & spa" OR hyatt OR regency OR resort! OR "lost pines" OR "boca raton" OR retreat! OR conference! OR "annual confer!" OR "client! confer!" OR "customer! confer!" OR "payer! confer!" OR "payor! confer!" OR "corporate event!" OR "indus! event!" OR "payer! event!" OR "payor! event!" OR "executiv! event!")

(attend! OR list! OR "attend! list!" OR confirm! OR invit! OR "invit! list!" OR committee! OR travel! OR hotel! OR resort! OR "hotel receipt!" OR restaurant! OR "restaurant receipt!" OR bar! OR "bar receipt!" OR photo! OR pic! OR reserv! OR receipt! OR yoga OR golf! OR ski! OR fish! OR swim! OR spa! OR massag! OR relax! OR "happy hour!" OR happy-hour! OR cocktail! OR cock-tail! OR "cock tail!" OR trip! OR excursion! OR activit! OR music! OR band! OR group! OR "magic johnson" OR magic OR comed! OR featur! OR guest! OR post! OR "hollywood star!" OR star! OR "silver screen!" OR "big screen!" OR "jason sudeikis" OR "sudeikis" OR "ted lasso" OR lasso OR appletv OR "apple tv" OR "apple t.v.")

("client! confer!" OR "customer! confer!" OR "annual confer!" OR conference! OR note! OR client! OR customer! OR payer! OR payor! OR transcri! OR audio! OR record! OR "audio record!" OR "video record!" OR video OR "visual record!" OR film! OR video! OR a.v. OR "a.v." OR av! OR "audio video!" OR audio-video! OR "audio-video!" OR audio-visual! OR "audio-visual!" OR "audio visual!" OR present! OR poll! OR "tab! activit!" OR handout! OR hand-out! OR "hand out!" OR leave-behind! OR "leave behind!" OR packet! OR speech! OR "room assign!" OR "client! meet!" OR "customer! meet!" OR "compet! meet!" OR "compet! communicat!" OR "meet! with client!" OR "meet! with customer!" OR "met! with client!" OR "met! with customer!" OR "met! with compet!" OR "desantis breindel" OR desantisbreindel OR desantisbreindel@ OR "desantisbreindel@" OR "desantis" OR "breindel" OR "de santis breindel" OR "de santis")

(investigat! OR "department of justice" OR "dep't of justice" OR "dept! of justice" OR doj OR d.o.j. OR "d.o.j." OR "grand jur!" OR dol OR d.o.l. OR "d.o.l." OR "department of labor" OR "dep't of labor" OR "dept! of labor!" OR congress! OR "federal trade commission" OR ftc OR f.t.c. OR "f.t.c." OR senat! OR "house of represent!" OR h.r. OR "h.r." OR fbi OR f.b.i. OR "federal bureau of investigat!" OR "state investigat!")

(disput! OR appeal! OR adjudicat! OR submi! OR accept! OR reject! OR negotiat! OR renegotiat! OR re-negotiat! OR "re-negotiat!" OR "re negotiat!" OR parameter! OR "appeal! parameter!" OR "appellat! parameter!" OR discuss! OR adjust! OR reten! OR "reten! rate!" OR "initial payment offer!" OR "original payment offer!" OR "inquiry rat!" OR "claims negotiat!" OR reprocess! OR re-process! OR "re-process!" OR "re process!" OR "best and final" OR "final and best" OR "negotiat! discount!" OR post-repric! OR "post-repric!" OR "post repric!")

("transparency in coverage" OR tic OR t.i.c. OR "t.i.c." OR t-i-c OR "t-i-c" OR "transparency in coverage rule!" OR "tic rule!" OR "t.i.c. rule!" OR "t-i-c rule!" OR "machine-readable file!" OR mrf OR m.r.f. OR "m.r.f." OR m-r-f OR "m-r-f" OR compl! OR "tic mrf files" OR "t.i.c. m.r.f." OR "mrf creat!" OR "m.r.f. creat!" OR hub! OR spoke!)

(director! OR consult! OR advisor! OR adviser! OR "board member!" OR member! OR board! OR "board meet!" OR "advisor! board" OR "adviser! board" OR itenerar! OR "advisor! committee!" OR "adviser! committee!" OR "committee advis!" OR "board advisor!" OR "director! advisor!" OR "director! adviser!" OR "meet! notes" OR minute! OR veto! OR vote! OR "board consult!" OR "consult! to the board!" OR "strategic advil!")

("balance! bill!" OR "bal! bill!" OR "bill! the bal!" OR "balance! bill! navigat!" OR "gap! gill!" OR "gap bill!" OR "gap! invoic!" OR "deficien! claim" OR "claim deficien!" OR "bill! differen!" OR "differen! in invoic!" OR "invoic! differen!" OR "differen! In invoic!" OR surpris! OR "surpris! act!")

("national advantage program!" OR "nat'l advantage program!" OR "nat! advantage program!" OR nap OR n.a.p. OR "n.a.p." OR "national advantage" OR "nat'l advantage" OR "nat! advantage!" OR "nationwide advantage!" OR "administrative service agree!" OR asas OR a.s.a.s. OR "a.s.a.s." OR asa OR a.s.a. OR "a.s.a." OR "claim! pass!" OR claimpass OR claim-pass! OR "claim-pass!" OR cps OR c.p.s. OR "c.p.s." OR csps OR c.s.p.s. OR "c.s.p.s." OR "supp! network! serv!" OR "accelerat! pa!" OR "ap program!" OR "a.p. program!" OR "ap network!" OR "a.p. network!" OR "medical reimbursement analysis service!" OR "professional negotiat! serv!" OR "prof! negotiat! serv!" OR pns OR p.n.s. OR "p.n.s." OR ppns OR p.p.n.s. OR "p.p.n.s." OR "continuous discount! agreement!" OR cda OR c.d.a. OR "c.d.a.")

("karen linder" OR karenlinder OR karenlinder@ OR "karenlinder@" OR karen.linder@ OR "karen.linder@" OR karen_linder@ OR "karen_linder@" OR klinder@ OR "klinder@" OR k.linder@ OR "k.linder@" OR linder OR linder@ OR "linder@" OR linderk@ OR "linderk@" OR "andrew britcher" OR andrewbritcher OR andrewbritcher@ OR "andrewbritcher@" OR andrew.britcher@ OR "andrew.britcher@" OR andrew_britcher@ OR "andrew_britcher@" OR abritcher@ OR "abritcher@" OR a.britcher@ OR "a.britcher@" OR a_britcher@ OR "a_britcher@" OR britcher OR britcher@ OR "britcher@" OR "michael battistoni" OR michaelbattistoni OR michaelbattistoni@ OR "michaelbattistoni@" OR mikebattistoni OR mikebattistoni@ OR "mikebattistoni@" OR mbattistoni OR mbattistoni@ OR "mbattistoni@" OR m.battistoni@ OR "m.battistoni@" OR m_battistoni@ OR "m_battistoni@" OR battistoni OR battistoni@ OR "battistoni@" OR "sigmund brezezinski" OR sigmundbrezezinski OR sigmundbrezezinski@ OR "sigmundbrezezinski@" OR sigmund.brezezinski@ OR "sigmund.brezezinski@" OR sigmund_brezezinski@ OR "sigmund_brezezinski@" OR zbrezezinski OR zbrezezinski@ OR "zbrezezinski@" OR z.brezezinski OR "z.brezezinski" OR z.brezezinski@ OR "z.brezezinski@" OR z_brezezinski OR "z_brezezinski" OR z_brezezinski@ OR "z_brezezinski@" OR brezezinskiz OR brezezinskiz@ OR "brezezinskiz@" OR brezezinski OR brezezinski@ OR "brezezinski@" OR "terri cothron" OR terrycothron OR terrycothron@ OR "terrycothron@" OR terry.cothron OR terry.cothron@ OR "terry.cothron@" OR terry_cothron OR terry_cothron@ OR "terry_cothron@" OR tcothron OR tcothron@ OR "tcothron@" OR t.cothron OR "t.cothron" OR t.cothron@ OR "t.cothron@" OR t_cothron OR "t_cothron" OR t_cothron@ OR "t_cothron@" OR cothron OR cothron@ OR "cothron@" OR cothront OR cothront@ OR "cothront@" OR "wendy gompper" OR wendygompper OR wendygompper@ OR "wendygompper@" OR wendy.gompper OR wendy.gompper@ OR "wendy.gompper@" OR wendy_gompper OR "wendy_gompper" OR wendy_gompper@ OR "wendy_gompper@" OR wgompper OR wgompper@ OR "wgompper@" OR w.gompper OR "w.gompper" OR w.gompper@ OR "w.gompper@" OR w_gompper OR "w_gompper" OR w_gompper@ OR "w_gompper@" OR gompper OR gompper@ OR "gompper@" OR gompperw OR gompperw@ OR "gompperw@" OR "keith jones" OR keithjones OR kethjones@ OR "keithjones@" OR keith.jones@ OR "keith.jones@" OR keith_jones@ OR "keith_jones@" OR k.jones OR k.jones@ OR "k.jones@" OR k_jones OR k_jones@ OR "k_jones@" OR jones OR jones@ OR "jones@" OR jonesk OR jonesk@ OR "jonesk@" OR "gabriel smith" OR gabrielsmith OR gabrielsmith@ OR "gabrielsmith@" OR gabriel.smith OR "gabriel.smith" OR

Plaintiffs' Revisions and Additions (United)

Plaintiffs' Revisions andd Additions (Humana)

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Plaintiffs' Revisions and Additions (Aetna)

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Plaintiffs' Revisions and Additions (Elevance)

Plaintiffs' Revisions and Additions (Aetna)

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Plaintiffs' Revisions and Additions (Cigna)

EXHIBIT 2

In re Zelis – 07/01/2026 Cigna Proposed Search Terms

1. ((repic* OR re-pric* OR fix* OR limit* OR suppress* OR align* OR curtail* OR reduc* OR down* OR low* OR depress* OR decreas* OR flat* OR consist*) W/25 (Out of Network* OR OON OR Noncontract* OR Non contract* OR Uncontract* OR Un contract* OR Nonnegotiat* OR Non-negotiat*)) AND zelis
2. ((pacific W/10 inpatient) OR pacific inpatient medical group OR pimg OR p.i.m.g.)
3. (Frank W/10 Scaccia)
4. (Dennis W/10 Ayer) OR Ayer DDS
5. (James W/10 Allen) OR James Paul Allen DDS
6. (Bachoua W/10 (Dan* OR chiro*)) OR ((dbc OR d.b.c.) W/10 chiro*)
7. ((aetna OR elevance OR humana OR (united W/5 health*) OR unitedhealth OR united healthcare OR unitedhealthcare OR uhg OR u.h.g. OR uhc OR u.h.c. OR uhcg OR u.h.c.g.) W/25 (Out of Network* OR OON OR Noncontract* OR Non contract* OR Uncontract* OR Un contract* OR Nonnegotiat* OR Non-negotiat*)) AND zelis
8. (((provider* OR doctor* OR facilit* OR hospital*) W/25 (treat* OR see* OR access* OR pay* OR charg* OR bill* OR reimburs* OR allowed amount* OR pric* OR repic*)) W/25 (Out of Network* OR OON OR Noncontract* OR Non contract* OR Uncontract* OR Un contract* OR Nonnegotiat* OR Non-negotiat*)) AND zelis
9. (hate* OR dislik* OR frown* OR discourag* OR "do not like" OR don't like OR "do not want*" OR don't want* OR fair OR "not fair" OR unfair OR cancel*) W/25 (Zelis* OR zelis.com OR ERS OR established reimbursement schedule OR established reimbursement solution OR reference based pric*)
10. (conspir* OR co-conspir* OR co conspir* OR cartel* OR collu* OR manipul* OR influen* OR depress* OR suppress* OR lower OR decrease OR fix* OR coordinat* OR set* OR align*) W/25 (Zelis* OR zelis.com OR ERS OR established reimbursement schedule OR established reimbursement solution OR reference based pric*)
11. (DeSantis Breindel OR Availity OR AHIP) W/25 (Out of Network* OR OON OR Noncontract* OR Non contract* OR Uncontract* OR Un contract* OR Nonnegotiat* OR Non-negotiat*)
12. (role* OR responsib* OR assign* OR delegat* OR supplant* OR authori* OR capacit*) W/25 (Zelis* OR zelis.com OR ERS OR established reimbursement schedule OR established reimbursement solution OR reference based pric*)
13. (collu* OR conspir* OR coconspir* OR co-conspir* OR co conspir* OR cartel* OR fix* OR compet* OR absence of compet* OR absent compet* OR "do not compet*" OR no longer compet* OR avoid compet* OR lack of compet* OR decreased levels of compet*)

OR lessened compet* OR relief from compet* OR relieved from compet* OR competitive relie* OR coordinat*) W/50 (Zelis* OR zelis.com OR ERS OR established reimbursement schedule OR established reimbursement solution OR reference based pric*)

14. (established reimbursement schedule OR established reimbursement service* OR established reimbursement solution* OR ers OR e.r.s. OR e-r-s OR reference-based pric* OR reference based pricing OR referenced based pric* OR referenced base pric* OR rbp OR r.b.p. OR r-b-p) W/25 (zelis* OR zelis.com)
15. (ingenix OR ingenix database) OR (ingenix W/25 (new york attorney general* OR nyag* OR n.y.a.g. OR state of new york OR office of the attorney general*))
16. zelis W/25 (rebrand* OR re-brand* OR June 13, 2016 OR 06/13/2016 OR 06/13/16 OR 6/13/2016 OR 6/13/16 OR 2016 June 13 OR 06-13-2016 OR 06-13-16 OR 6-13-2016 OR 6-13-16 OR 06.13.2016 OR 6.13.2016 OR 06.13.16 OR 6.13.2016)
17. (fairhealth OR fair-health OR fair health)
18. (fair health OR fair-health OR fairhealth) W/25 (expir* OR end* OR terminat* OR exclusive use* OR exclusive-use* OR exclu* 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 june 13, 2016 OR jun 13 2016 OR jun-13-2016 OR 13 June 2016 OR 13 jun 2016 OR 13-jun-2016 OR 6/13/2016 OR 6/13/16 OR 6-13-2016 OR 6.13.2016 OR 6.13.16 OR 20160613 OR 2016-06-13 OR 2016.06.13)
19. (zelis* OR zelis.com) W/25 (established reimbursement schedule OR established reimbursement service* OR established reimbursement solution* OR ers OR e.r.s. OR e-r-s OR reference-based pric* OR reference based pricing OR referenced based pric* OR referenced base pric* OR rbp OR r.b.p. OR r-b-p OR OON OR Noncontract* OR Non contract* OR Uncontract* OR Un contract* OR Nonnegotiat* OR Non-negotiat*)
20. (zelis forum) OR (Zelis W/10 (forum OR "hyatt regency lost pines resort and spa" OR boca raton OR retreat* OR conference*))
21. Zelis W/25 (client conference* OR attend* OR attend* list* OR confirm* OR invit* OR invit* list* OR committee* OR travel* OR hotel receipt* OR restaurant receipt* OR bar* OR bar receipt* OR photo OR picture* OR reserve* OR receipt* OR yoga OR golf* OR ski* OR fish* OR swim* OR happy hour* OR happy-hour* OR cocktai* OR cock-tail* OR cock tail* OR excursion OR music* OR (magic W/2 johnson) OR comed* OR post* OR (Jason W/2 sudeikis) OR sudeikis)
22. elevance W/25 (client conference* OR conference* OR attend* OR attend* list* OR confirm* OR invit* OR invit* list* OR committee* OR travel* OR hotel receipt* OR restaurant receipt* OR bar* OR bar receipt* OR photo OR picture* OR reserve* OR receipt* OR yoga OR golf* OR ski* OR fish* OR swim* OR happy hour* OR happy-hour* OR cocktai* OR cock-tail* OR cock tail* OR excursion OR activit* OR music* OR (magic W/2 johnson) OR comed* OR post* OR (Jason W/2 sudeikis) OR sudeikis)

23. humana W/25 (client conference* OR conference* OR attend* OR attend* list* OR confirm* OR invit* OR invit* list* OR committee* OR travel* OR hotel receipt* OR restaurant receipt* OR bar* OR bar receipt* OR photo OR picture* OR reserve* OR receipt* OR yoga OR golf* OR ski* OR fish* OR swim* OR happy hour* OR happy-hour* OR cocktai* OR cock-tail* OR cock tail* OR excursion OR activit* OR music* OR (magic W/2 johnson) OR comed* OR post* OR (Jason W/2 sudeikis) OR sudeikis)
24. aetna W/25 (client conference* OR conference* OR attend* OR attend* list* OR confirm* OR invit* OR invit* list* OR committee* OR travel* OR hotel receipt* OR restaurant receipt* OR bar* OR bar receipt* OR photo OR picture* OR reserve* OR receipt* OR yoga OR golf* OR ski* OR fish* OR swim* OR happy hour* OR happy-hour* OR cocktai* OR cock-tail* OR cock tail* OR excursion OR activit* OR music* OR (magic W/2 johnson) OR comed* OR post* OR (Jason W/2 sudeikis) OR sudeikis)
25. (united W/3 health*) W/25 (client conference* OR conference* OR attend* OR attend* list* OR confirm* OR invit* OR invit* list* OR committee* OR travel* OR hotel receipt* OR restaurant receipt* OR bar* OR bar receipt* OR photo OR picture* OR reserve* OR receipt* OR yoga OR golf* OR ski* OR fish* OR swim* OR happy hour* OR happy-hour* OR cocktai* OR cock-tail* OR cock tail* OR excursion OR activit* OR music* OR (magic W/2 johnson) OR comed* OR post* OR (Jason W/2 sudeikis) OR sudeikis)
26. (violat* OR antitrust* OR anti-trust OR conspir* OR coconspir* OR co-conspir* OR co conspir* OR collud* OR cartel* OR fix* OR coordinat* OR anti-compet* OR anticompet* OR compet*) W/25 (Zelis* OR zelis.com OR ERS OR established reimbursement schedule OR established reimbursement solution OR reference based pric*)
27. (balance W/5 bill*) W/25 (Out of Network* OR OON OR Noncontract* OR Non contract* OR Uncontract* OR Un contract* OR Nonnegotiat* OR Non-negotiat*)

EXHIBIT 3

Search No.	1st Set Proposed Searches
1	(out of network OR allcaps(OON) OR out of area OR allcaps(OOA) OR NonPar* OR Non-Par*) W/50 (repic* OR re-pric* OR allcaps(IPR) OR allcaps(OPR))
2	((performance W/2 review*) OR (performance W/2 evaluat*) OR promotion* OR bonus* OR incentiv* OR compensat* OR commission*) W/50 (repic* OR re-pric* OR allcaps(IPR) OR allcaps(OPR))
3	(Aetna OR Cigna OR Elevance OR UnitedHealth OR United Health OR allcaps(UHG) OR compet*) W/50 (repic* OR re-pric* OR allcaps(IPR) OR allcaps(OPR))
4	(Aetna OR Cigna OR Elevance OR UnitedHealth OR United Health OR allcaps(UHG) OR compet*) W/50 (out of network OR allcaps(OON) OR out of area OR allcaps(OOA) OR NonPar* OR Non-Par*)
5	(Zelis OR Zellis OR Zelious OR Zellious OR Zeliu* OR Zellius OR Zealous) AND (repic* OR re-pric* OR allcaps(IPR) OR allcaps(OPR))
6	(Zelis OR Zellis OR Zelious OR Zellious OR Zeliu* OR Zellius OR Zealous) W/50 (out of network OR allcaps(OON) OR out of area OR allcaps(OOA) OR NonPar* OR Non-Par*)
7	(Stratos* OR Pay-Pal Solutions OR Truvan OR Ethicare OR Strenuus OR Maverest OR NetMinder OR Redcard OR Sapphire Digital OR PayerCompass OR PaySpan OR Medxoom OR Qualident OR 4most OR Lodestone OR Keyclaims OR HealthLink OR allcaps(OPN) OR allcaps(OPPN) OR Coalition America) W/50 ((out of network OR allcaps(OON) OR out of area OR allcaps(OOA) OR NonPar* OR Non-Par*) W/25 (price* OR pricing))
8	(Stratos* OR Pay-Pal Solutions OR Truvan OR Ethicare OR Strenuus OR Maverest OR NetMinder OR Redcard OR Sapphire Digital OR PayerCompass OR PaySpan OR Medxoom OR Qualident OR 4most OR Lodestone OR Keyclaims OR HealthLink OR allcaps(OPN) OR allcaps(OPPN) OR Coalition America) W/50 (repic* OR re-pric* OR allcaps(IPR) OR allcaps(OPR))
9	(Established Reimbursement Schedule OR Established Reimbursement Solution OR allcaps(ERS))
10	(Reference* Based Pricing OR allcaps(RBP)) AND (Zelis OR Zellis OR Zelious OR Zellious OR Zeliu* OR Zellius OR Zealous)
11	(Reference* Based Pricing OR allcaps(RBP)) AND (repic* OR re-pric* OR allcaps(IPR) OR allcaps(OPR) OR out of network OR allcaps(OON) OR out of area OR allcaps(OOA) OR NonPar* OR Non-Par*)

12	(Open Access Pricing OR allcaps(OAP))
13	(price map* OR pricemap*)
14	(Intelligent Pricing Platform OR allcaps(ZIPP))
15	(Network360 OR Network 360)
16	(QuickReprice OR Quick Reprice)
17	(Claim Pass OR ClaimPass OR allcaps(CPS) OR allcaps(CSPS)) AND (Zelis OR Zellis OR Zelious OR Zellious OR Zelius OR Zellius OR Zealous)
18	(Claim Pass OR ClaimPass OR allcaps(CPS) OR allcaps(CSPS)) W/50 (repic* OR re-pric* OR allcaps(IPR) OR allcaps(OPR) OR out of network OR allcaps(OON) OR out of area OR allcaps(OOA) OR NonPar* OR Non-Par*)
19	Supplemental Network Service*
20	Accelerated Payment OR AP Program OR AP Network
21	PPO Network Services
22	Medical Reimbursement Analysis Service*
23	professional negotiation service* OR allcaps(PNS) OR allcaps(PPNS)
24	DeSantis Breindel AND (Zelis OR Zellis OR Zelious OR Zellious OR Zelius OR Zellius OR Zealous)
25	Availity AND (Zelis OR Zellis OR Zelious OR Zellious OR Zelius OR Zellius OR Zealous)
26	(America* Health Insurance Plan* OR allcaps(AHIP)) AND (Zelis OR Zellis OR Zelious OR Zellious OR Zelius OR Zellius OR Zealous)
27	(Aetna OR Cigna OR Elevance OR UnitedHealth OR United Health OR allcaps(UHG)) AND (Zelis OR Zellis OR Zelious OR Zellious OR Zelius OR Zellius OR Zealous)
28	Payment Harmonization Index
29	(Zelis OR Zellis OR Zelious OR Zellious OR Zelius OR Zellius OR Zealous) AND ((out of network OR allcaps(OON) OR out of area OR allcaps(OOA) OR NonPar* OR Non-Par*) W/5 (claim OR claims OR pay* OR paid OR unpaid))
30	(Pacific Inpatient OR Scaccia OR (Dennis W/2 Ayer) OR James Paul Allen OR Allen Dental OR Bachoua) AND (Zelis OR Zellis OR Zelious OR Zellious OR Zelius OR Zellius OR Zealous)
31	(Pacific Inpatient OR Scaccia OR (Dennis W/2 Ayer) OR James Paul Allen OR Allen Dental OR Bachoua) AND (repic* OR re-pric* OR allcaps(IPR) OR allcaps(OPR))
32	(Pacific Inpatient OR Scaccia OR (Dennis W/2 Ayer) OR James Paul Allen OR Allen Dental OR Bachoua) W/50 (out of network OR allcaps(OON) OR out of area OR allcaps(OOA) OR NonPar* OR Non-Par*)

33	(Zelis OR Zellis OR Zelious OR Zellious OR ZeliuS OR Zellius OR Zealous) W/50 (agreement* OR amend* OR statement* of work OR allcaps(SOW) OR SOWs OR exhibit OR exhibits OR contract*)
34	(Stratos* OR Pay-Pal Solutions OR Truvan OR Ethicare OR Strenuus OR Maverest OR NetMinder OR Redcard OR Sapphire Digital OR PayerCompass OR PaySpan OR Medxoom OR Qualident OR 4most OR Lodestone OR Keyclaims OR HealthLink OR allcaps(OPN) OR allcaps(OPPN) OR Coalition America) W/50 (agreement* OR amend* OR statement* of work OR allcaps(SOW) OR SOWs OR exhibit OR exhibits OR contract*)
35	Continuous Discount Agreement* OR allcaps(CDA)
36	(Aetna OR Cigna OR Elevance OR UnitedHealth OR United Health OR allcaps(UHG)) W/50 (out of network OR allcaps(OON) OR out of area OR allcaps(OOA) OR NonPar* OR Non-Par*)
37	(out of network OR allcaps(OON) OR out of area OR allcaps(OOA) OR NonPar* OR Non-Par*) W/25 (marketshare* OR market share*)
38	(out of network OR allcaps(OON) OR out of area OR allcaps(OOA) OR NonPar* OR Non-Par*) W/2 (market OR markets)
39	(out of network OR allcaps(OON) OR out of area OR allcaps(OOA) OR NonPar* OR Non-Par*) W/25 compet*
40	(Transparency in Coverage OR allcaps(TIC) OR (transparency W/5 rule)) W/50 (repic* OR re-pric* OR allcaps(IPR) OR allcaps(OPR))
41	(Transparency in Coverage OR allcaps(TIC) OR (transparency W/5 rule)) W/50 (out of network OR allcaps(OON) OR out of area OR allcaps(OOA) OR NonPar* OR Non-Par*)
42	(Zelis OR Zellis OR Zelious OR Zellious OR ZeliuS OR Zellius OR Zealous) W/50 compet*
43	(Zelis OR Zellis OR Zelious OR Zellious OR ZeliuS OR Zellius OR Zealous) AND (Aetna OR Cigna OR Elevance OR UnitedHealth OR United Health OR allcaps(UHG))
44	(Zelis OR Zellis OR Zelious OR Zellious OR ZeliuS OR Zellius OR Zealous) W/25 (marketshare* OR market share*)
45	(Zelis OR Zellis OR Zelious OR Zellious OR ZeliuS OR Zellius OR Zealous) W/2 (market OR markets)
46	((compet* OR Aetna OR Cigna OR Elevance OR UnitedHealth OR United Health OR allcaps(UHG)) W/50 (Zelis OR Zellis OR Zelious OR Zellious OR ZeliuS OR Zellius OR Zealous)) W/50 (terminat* OR fire OR fired OR firing OR disciplin* OR suspen* OR reprimand* OR violat*)

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((compet* OR Aetna OR Cigna OR Elevance OR UnitedHealth OR United Health OR allcaps(UHG)) W/50 (out of network OR allcaps(OON) OR out of area OR allcaps(OOA) OR NonPar* OR Non-Par*)) W/50 (terminat* OR fire OR fired OR firing OR disciplin* OR suspen* OR reprimand* OR violat*)

EXHIBIT 4

Zelis Repricing Antitrust Litigation

07.01.20260 Search Terms for Defendant Elevance Health, Inc.

Search Terms
((OON OR "out-of-network") w/3 (pric* OR serv*)) w/10 (polic* OR procedure* OR guideline* OR negotiat* OR review* OR train*)
("out-of-network" OR OON) w/10 ((pric* OR service*) w/3 (develop* OR modif* OR implement* OR acqui*))
((Zelis OR "Established Reimbursement" OR ERS OR "Referenced Based Pricing" OR RBP OR "Open Access Pricing" OR OAP) w/5 ((OON OR "out-of-network") w/3 (repric* OR pric* OR servic*))) w/10 (method* OR capabili* OR function* OR effectiveness OR "claimed benefit*" OR negotiat* OR "claim* info*" OR "data interfac*" OR setup* OR implement* OR update* OR
("Price Map" OR "Intelligent Pricing" OR ZIPP OR QuickReprice) w/5 ((OON OR "out-of-network") w/3 (repric* OR pric* OR servic*))) w/10 (method* OR capabili* OR function* OR effectiveness OR "claimed benefit*" OR negotiat* OR "claim* info*" OR "data interfac*" OR setup* OR implement* OR update*
("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
((use* OR implement* OR price* OR target* OR benchmark* OR procedure*) w/3 (OON OR "out-of-network" OR "repric* service*")) w/10 (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
((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) w/10 (pric* OR strategy OR "OON Repri*" OR caps OR benchmark* OR percent* OR negotiat* OR paramet* OR preference)

((((OON OR "out-of-network") w/3 (repric* OR pric* OR servic*)) w/5 (offer* OR determination* OR "acceptance rate*" OR "rejection rate*" OR appeal* OR "advocacy letter*" OR "case agreement*" OR complaint*)) and ("Pacific Inpatient" or (Frank* w/2 Scaccia*) or "James Allen") OR "Allen Dental" OR ((Dennis* w/2 Ayer*))

((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) w/5 (terminat* OR repric*)) and ("Pacific Inpatient" or (Frank* w/2 Scaccia*) or "James Allen") OR "Allen Balance Bill*" w/5 (OON OR "Out-of-Network")

(treatment* OR treat* OR "access to care" OR satisf*) w/10 ((refus* OR deny* OR denied) w/5 ((patient*) w/3 ("out-of-network" OR OON)))

((OON OR "out-of-network") w/3 (competit* OR payor*) w/3 (repric* OR pric* OR servic*)) w/10 (change* OR "in-network" OR "Healthcare Goods" OR

("out-of-network" OR OON) w/3 (competit* OR compete*)) w/10 (supply OR demand OR "market share*" OR "enrollment share*" OR "covered lives" OR "barrier* to entry" OR "third-party administrator*" OR Tricare OR Medicare

(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) w/10 ((OON OR "out-of-network") w/3 ((repric* OR pric* OR servic*) AND (charge* OR spend* OR

(compar* OR model* OR analys* OR resembl* OR contrast) w/10 ((OON OR "Out-of Network") w/3 (pric* OR servic* OR "billed charge*" OR "allowed

(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)) w/10 ((OON OR "out-of-

policy w/10 ((set* OR establish* OR defin*) w/5 ((OON OR "out-of-network") w/3 (repric* OR pric* OR servic*)))

Noise/Stop Words
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EXHIBIT 5

Zelis Proposed Search Terms

((acqui* OR merger* OR "joint venture*" OR licens* OR patent* OR develop* OR deploy* OR launch*) w/10 ("OON" OR "out-of-network" OR "out of network" OR reproc* OR Maverest OR EthiCare OR Rivet OR Stratose OR PHX OR "Pay-Plus" OR "Pay Plus" OR Truven OR Strennus OR NetMinder OR RedCard OR "Sapphire Digital" OR PayerCompass OR PaySpan OR Medxoom))

((owner* OR operat* OR manag*) w/10 (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))

((investor* OR creditor* OR lender* OR "earnings call*" OR conference*) w/10 ("OON" OR "out-of-network" OR "out of network" OR reproc* OR "claims pricing"))

((("OON" OR "out-of-network" OR "out of network" OR OON pricing) OR ((reproc* OR "claims pricing" OR pricing) w/3 OON) w/10 (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*))

((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/10 (((DeSantis w/5 Breindel) OR payer* OR payor* OR insurer* OR Aetna OR Cigna OR Elevance OR Humana OR UnitedHealth OR UnitedHealthcare OR UHC OR UMR OR reprec* OR Availity OR AHIP) AND ("claim*" AND ("out-of-network" OR "OON"))))

((("Zelis Forum") w/10 ("OON" OR "out-of-network" OR "out of network" OR reproc* OR meeting* OR conference* OR forum OR retreat* OR invitation* OR agenda* OR minute* OR notes OR transcript* OR presentation* OR slide* OR recording* OR "room assignment*" OR "table assignment*"))

((((payer* OR payor* OR insurer* OR Aetna OR Cigna OR Elevance OR Humana OR UnitedHealth OR UnitedHealthcare OR UHG OR UHC OR UMR) w/10 (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/10 ("OON" OR "out-of-network" OR "out of network" OR reproc* OR payment* OR "contractual information" OR "claims data"))

((("payment level*" OR "rate level*" OR (allowed w/3 amount*) OR (paid w/3 amount*) OR reimbursement* OR "claims pricing" OR (pricing w/3 OON) OR "out-of-network pricing" OR "pricing strateg*" OR "pricing change*" OR "payment strateg*" OR benchmark* OR percentile*) w/10 (payer* OR payor* OR insurer* OR Aetna OR Cigna)) AND (shar* OR disclos* OR distribut* OR exchange* OR provid* OR compar* OR benchmark*))

((("payment level*" OR "rate level*" OR (allowed w/3 amount*) OR (paid w/3 amount*) OR reimbursement* OR "claims pricing" OR (pricing w/3 OON) OR "out-of-network pricing" OR "pricing strateg*" OR "pricing change*" OR "payment strateg*" OR benchmark* OR percentile*) w/10 (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*))

((agreement* OR contract* OR proposal* OR offer* OR pitch* OR negotiation* OR amend* OR "statement of work" OR SOW) w/10 (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 reprec*)))

((("bal* w/3 bill*) OR "gap bill*" OR "deficien* claim*" OR "claim deficien*") w/10 ("OON" OR "out-of-network" OR "out of network" OR reprec*)) AND ((allowed w/3 amount*) OR (paid w/3 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*)

((provider* OR physician* OR doctor* OR dentist* OR hospital* OR clinic* OR practice* OR chiro*) w/10 (appeal* OR negotiation* OR renegotiation* OR adjudicat* OR reject* OR accept*)) AND ("OON" OR "out-of-network" OR "out of network" OR reprec*)

((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/10 ("OON" OR "out-of-network" OR "out of network" OR reprec* OR "claims pricing" OR (pricing w/3 OON) OR "OON pricing" OR "out-of-network pricing"))

((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/10 ((allowed w/3 amount*) OR (paid w/3 amount*) OR reimbursement* OR "payment level*" OR "rate level*" OR (price w/3 elasti*)))

((("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/10 (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 reprec*))

((("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/10 (UHG OR UHC OR UMR OR client* OR customer*) AND ("OON" OR "out-of-network" OR "out of network" OR reprec*))

("transparency in coverage" OR "TIC Rule" OR "T.I.C. Rule") w/10 (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 reprec*))

EXHIBIT 6

Plaintiffs' Original Term No.	Proposed Revised Term
1	(reprice! OR reimbur! OR suppress! OR discount! OR depress!) AND zelis
8	("end-to-end cost containment" OR "out of network" OR OON OR nonpar! OR out-of-network solution!) AND zelis
16	(repricer! OR availity OR centene 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
20	(contract! OR agree! OR claim! OR price! OR payment! OR rate! OR data! OR transact!) AND zelis
23	(agree! OR coordinat!) AND zelis
24	(percent! OR ceiling! OR floor! OR threshold! OR "no more than") AND zelis
25	("established reimbursement" OR "reference-based price" OR tool! OR method! OR databas! OR "fee schedule!" OR ERS OR RBP) AND zelis
26	(calculat! OR determin! OR analy! OR assess!) AND zelis
32	(claim! OR contract! OR invoice! OR bill! OR price! OR payment! OR reimburs! OR data!) AND zelis
34	(tech! OR method! OR enable! OR facilitat!) AND zelis
44	(price! OR cost! OR reprice! OR payment!) AND zelis
50	(algorithm! OR methodolog! OR "artificial intelligence" OR "ai-power!") AND zelis
51	(stratose! OR stratose! OR phx OR p.h.x. OR pay-plus solutions OR payplussolutions OR "payplus solutions" OR "pay plus solutions" OR p.p.s. OR truven OR trueven OR ethicare OR ethi-care OR "ethi care" OR strenuus OR strennus OR strennuus OR strenuous OR 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
56	(contract! OR agree! OR exchange! OR transfer! OR ftp! OR portal!) AND zelis
59	(compet! OR own! OR operat! OR manag! OR control!) AND (preferred provider organization! OR PPO!) AND zelis
60	("payment harmonization index" OR quickreprice OR network360 OR "network 360" OR "zelis price map" OR ZIPP OR "PHI" OR "open access price" OR "out-of-network solution!") AND Zelis
64	("hyatt regency lost pines" OR forum OR retreat! OR conference! OR "boca raton") AND zelis