

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

IN RE: ZELIS REPRICING ANTITRUST
LITIGATION

This Document Relates to:

All Actions

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

Consolidated with Case Nos.:

1:25-cv-11092-BEM

1:25-cv-11167-BEM

1:25-cv-11537-BEM

**ZELIS HEALTHCARE, LLC, ZELIS CLAIMS INTEGRITY, LLC, AND ZELIS
NETWORK SOLUTIONS, LLC’S POSITION STATEMENT REGARDING
PROPOSED SEARCH TERMS**

Pursuant to the Court’s Order at the September 14, 2026, Case Management Conference, Dkt. 323; Dkt. 338, Hr’g Tr. 39:11–17 (Sept. 14, 2026), Defendants Zelis Healthcare, LLC, Zelis Claims Integrity, LLC, and Zelis Network Solutions, LLC (collectively, “Zelis”) hereby attach as Exhibit A their proposed search terms to be applied in connection with Zelis’s review of electronically stored information in this case. For comparison purposes, Plaintiffs’ proposed search terms are attached as Exhibit B.

At the September Case Management Conference, Zelis and the other Defendants asked the Court to resolve the parties’ dispute over search terms so that Defendants may proceed with their document review and remain on track with the case schedule. Dkt. 304 at 11. This request was necessitated by more than two months of negotiation with Plaintiffs, during which Plaintiffs repeatedly proposed overbroad search terms that would impose an unreasonable burden on Zelis disproportionate to the needs of this case. *Id.*; *see* Dkt. 290, Hr’g Tr. 10:10–12 (Aug. 14, 2026). The Court directed the parties to continue to meet and confer, and, if that conferral did not prove fruitful, directed each party to “file a proposal by September 25th, and then [the Court] will wholesale adopt one or the other proposals.” Dkt. 338, Hr’g Tr. 39:11–17.

Since the September Case Management Conference, Zelis and Plaintiffs have continued to negotiate search terms, but a significant gap remains between the parties' proposals. Under Zelis's proposal, Zelis has already agreed to review more documents than it understands will need to be reviewed by any other Defendant pursuant to the search terms Plaintiffs have accepted. Under Plaintiffs' proposal, by contrast, Zelis would be required to review more than *five times* as many documents as any other party has presently agreed to review, including Plaintiffs themselves. Plaintiffs' proposal far exceeds any reasonable scope of discovery, in any case, and cannot be squared with the case schedule in this case. Zelis's proposal, by contrast, is reasonable and proportionate to the needs of this case and would best position Zelis to complete its review and productions according to the case schedule, including the December 11, 2026 substantial completion deadline. Zelis accordingly respectfully requests that the Court permit it to proceed with document review using its proposed search terms, appended here as Exhibit A.

I. Background

Plaintiffs' search term proposal, provided to Zelis on September 18, hits on *more than 2.5 million documents*, not including families,¹ when run across Zelis's proposed relevant time period.² Zelis's counterproposal, sent on September 22 ("September 22 Search Term Proposal"), accepted many of Plaintiffs' proposed search terms and again proposed limited modifications to

¹ "Document families" refers to attachments to an email or other document and typically increase significantly the total number of documents to be reviewed.

² The parties' search term negotiations proceeded in the context of Zelis's responses and objections to Plaintiffs' requests for productions, to which Plaintiffs raised no objection for more than two months after they were served. The issues that Plaintiffs first raised on August 31 are not timely, and regardless, Plaintiffs have not moved to compel any documents from Zelis (Zelis would oppose any such motion). Unless and until they successfully do so, any search terms must be targeted to the documents that Zelis has agreed to produce. In any event, in a good-faith effort to try to reach a compromise, Zelis agreed to include search terms regarding topics it believes are not relevant, such as Availability. See Ex. A, Terms 5, 20.

certain other proposed terms. *See* Ex. A. Zelis also objected to certain search strings proposed by Plaintiffs, in part because each of those strings returned anywhere from 150,000 to approximately 1.3 million documents, not including document families. As just one example, one of Plaintiffs’ proposed terms sought any documents that included the word “Zelis” in combination with commonplace words including “credit,” “debt,” “loan,” “finance,” “financing,” or “financial”—phrases that appear in routine business documents with no connection to the claims or defenses at issue in this case.

Plaintiffs declined to offer any further proposal and made no attempt to narrow their patently overbroad requests. Instead, on September 24, they declared an impasse.

II. Zelis’s Search Term Proposal Is Reasonable and Proportionate to the Needs of the Case.

Zelis, as the producing party, is “best situated to decide how to search for and produce” documents responsive to Plaintiffs’ discovery requests. *Livingston v. City of Chicago*, 2020 WL 5253848, at *3 (N.D. Ill. Sept. 3, 2020) (citing *The Sedona Principles*, Third Edition, 19 SEDONA CONF. J. 1, Principle 6). Zelis’s September 22 Search Term Proposal is tailored to Zelis’s document collection, custodians, and responses and objections to Plaintiffs’ first set of Requests for Production, and hits on a significant volume in the context of this case. Indeed, Plaintiffs rejected Defendants’ first proposal of search terms for Plaintiffs to apply across their own documents as overbroad where Defendants’ search term proposal resulted in the same approximate number of hits across *all* named Plaintiffs’ document collections. Defendants have since narrowed the search terms they propose Plaintiffs apply. In addition, Zelis understands that its September 22 Search Term Proposal will already require review of more documents than will need to be reviewed by any other Defendant who has reached agreement on search terms with Plaintiffs.

Consistent with Defendants’ prior representations to the Court, Zelis believes that if the Court adopts Zelis’s September 22 Search Term Proposal, applied across a relevant time period of January 1, 2016 to present, then Zelis will be able to meet the December 11 substantial completion deadline set by the Court. And if Plaintiffs identify gaps in Zelis’s productions following application of its proposed search terms, Zelis remains open to conferring with Plaintiffs about addressing those gaps, including through targeted “go-get” searches if justified.

III. Plaintiffs’ Search Term Proposal Imposes an Undue Burden.

Plaintiffs’ latest proposal, attached as Exhibit B, results in more than 2.5 million hits on Zelis’s documents. That is a burden Plaintiffs are unwilling to undertake themselves and more than five times what any other Defendant has agreed to undertake. To put this number in context, 2.5 million documents would require more than 71,000 attorney hours to review. With 11 weeks before the substantial completion deadline, Zelis would need to amass more than 200 attorneys to accomplish this Herculean task before the December 11 substantial completion deadline. Such a significant undertaking is simply not feasible—much less proportionate—in this case. *See* Fed. R. Civ. P. 26(b)(1).

Plaintiffs appear to take the position that Zelis’s proposed search terms do not cover issues that are relevant to the case. Not so. As Exhibit A illustrates, Zelis’s proposed search terms include extensive search terms relating to out-of-network payments, reimbursements, and pricing; Zelis’s investors; communications among Defendants about claims, payments, pricing, and other information; providers’ billed amounts and negotiations with providers; balance billing and other methods of payment; analyses of out-of-networking pricing and payments; market analyses; the named plaintiffs; antitrust compliance; and networks—in short—all of the things one would expect to see covered in search terms for an antitrust case of this sort.

Plaintiffs' proposed terms, by contrast, extend well beyond these issues. They include, for example, generic terms seeking documents referencing profits and other financial metrics (Plaintiffs' Term 27 seeking "profit" AND "Zelis"), employee performance and compensation (Plaintiffs' Term 26 seeking ("promotion" OR "bonus") AND "Zelis"), and unspecified advisors (Plaintiffs' Term 23 seeking "advisor" w/10 "Zelis"). *See* Ex. B. There is little justification for Zelis to incur the expense and burden associated with the review of millions of documents that hit on such terms.

That Zelis intends to use Technology Assisted Review ("TAR") in connection with its review does not excuse or justify Plaintiffs' overly broad search terms. Nothing in the parties' TAR Protocol, Dkt. 261, authorizes Plaintiffs to propose indiscriminate terms on the theory that TAR will eventually sort out the relevant from the irrelevant. Indeed, it is well established that the best practice for the use of TAR is to permit the use of search terms to cull the set of documents subject to TAR. *Livingston*, 2020 WL 5253848, at *3 (explaining "pre-TAR culling will achieve the best possible review" and that to only use TAR "would be wasteful and unduly burdensome, and would further delay the resolution [of the case]"). Zelis's intended use of TAR thus provides no basis to deem Plaintiffs' overbroad and unduly burdensome proposed search terms appropriate for use in this case.

IV. Conclusion

For the foregoing reasons, Zelis respectfully requests that the Court adopt its September 22 Search Term Proposal, appended as Exhibit A.

Dated: September 25, 2026

Respectfully Submitted,

/s/ Matthew L. McGinnis

Matthew L. McGinnis (BBO# 666120)

Jane E. Willis (BBO# 568024)

Sandra H. Masselink (BBO# 696687)

ROPES & GRAY LLP

Prudential Tower

800 Boylston Street

Boston, MA 02199

Telephone: (617) 951-7000

Matthew.McGinnis@ropesgray.com

Jane.Willis@ropesgray.com

Sandra.Masselink@ropesgray.com

Casey Kyung-Se Lee*

ROPES & GRAY LLP

1211 Avenue of the Americas

New York, NY 10036

Telephone: (212) 596-9000

Casey.Lee@ropesgray.com

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

CERTIFICATE OF SERVICE

I hereby certify that on September 25, 2026, I electronically filed the foregoing document with the Clerk of the Court using the Court's CM/ECF system, which will send notice of the filing to counsel of record.

Dated: September 25, 2026

/s/ Matthew L. McGinnis
Matthew L. McGinnis

Exhibit A

Zelis's Search Term Proposal

Term No.	Term
1	((acqui* OR merger* OR "joint venture*" OR licens* OR patent* OR develop* OR deploy* OR launch*) w/5 ("OON" OR "out-of-network" OR "out of network" OR reproc* OR reimbur* OR Maverest OR Ethicare OR Rivet OR Stratose OR PHX OR "Pay-Plus" OR "Pay Plus" OR Truven OR Strenuus OR NetMinder OR RedCard OR "Sapphire Digital" OR PayerCompass OR PaySpan OR Medxoom OR Qualident OR HFN OR PPOPlus OR 4Comp))
2	((owner* OR operat* OR manag*) w/5 (4Comp OR "4 Comp" OR "4Most Dental" OR "4 Most Dental" OR "4Most Health" OR "4 Most Health" OR HFN OR Maverest OR "PPO Plus" OR PPOPlus OR Qualident OR Stratose OR PayerCompass OR Strenuus OR "Pay-Plus Solutions"))
3	((investor* OR creditor* OR lender* OR "earnings call*" OR conference*) w/10 ("OON" OR "out-of-network" OR "out of network" OR reproc* OR "claims pricing"))
4	((("OON" OR "out-of-network" OR "out of network" OR "OON pricing" OR "established reimbursement" OR "reference-based pric*" OR ERS OR RBP OR "fee schedule*" OR "Open Access Pricing") OR ((reproc* OR "claims pricing" OR pricing) w/3 OON)) w/5 (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*))
5	((meeting* OR conference* OR forum OR retreat* OR invitation* OR agenda* OR minute* OR notes OR transcript* OR presentation* OR slide* OR recording* OR assignment* OR operat*) w/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"))))
6	((("Zelis Forum" OR "Zelis conference" OR "Zelis retreat" OR "client* confer*" OR "customer* confer*" OR "annual confer*" OR "Lost Pines" OR "Boca Raton" OR "payer* event*" OR "payor* event*") w/10 (OON OR "out-of-network" OR reproc* OR reimbur* OR meeting* OR invitation* OR agenda* OR minute* OR notes OR transcript* OR presentation* OR slide* OR recording* OR "room assignment*" OR "table assignment*" OR handout* OR poll*))
7	((((payer* OR payor* OR insurer* OR Aetna OR Cigna OR Elevance OR Humana OR UnitedHealth* OR UHG OR UHC OR UMR OR Meritain OR Anthem OR HealthScope) w/5 (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 reproc* OR reimbur* OR payment* OR "contractual information" OR "claims data"))

Term No.	Term
8	((("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*))
9	((("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 UHG OR UHC OR UMR OR Aetna OR Cigna)) AND (shar* OR disclos* OR distribut* OR exchange* OR provid* OR compar* OR benchmark*))
10	((agreement* OR contract* OR proposal* OR offer* OR pitch* OR negotiation* OR amend* OR "statement of work" OR SOW OR MOU OR MOA OR LOI) w/10 ((payer* OR payor* OR insurer* OR Aetna OR Cigna OR Elevance OR Humana OR UnitedHealth OR UnitedHealthcare OR UHG OR UHC OR UMR OR Meritain OR Anthem OR HealthScope) AND (OON OR "out-of-network" OR "out of network" OR reprec* OR reimbur*))
11	(((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*)
12	((provider* OR physician* OR doctor* OR dentist* OR hospital* OR clinic* OR practice* OR chiro* OR podiatr* OR therap*) w/5 (appeal* OR negotiation* OR renegotiation* OR adjudicat* OR reject* OR accept*)) AND (OON OR "out-of-network" OR "out of network" OR reprec* OR reimbur*)
13	((analy* OR study OR studies OR report* OR projection* OR estimate* OR model* OR "price change*" OR "pricing trend*" OR "provider reaction*" OR "switch*" OR "Medicare" OR "Medicaid" OR "Tricare") w/5 ("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"))
14	((analy* OR study OR studies OR report* OR projection* OR estimate* OR model* OR "price change*" OR "pricing trend*" OR "provider reaction*" OR "switch*" OR "Medicare" OR "Medicaid" OR "Tricare") w/10 ((allowed w/3 amount*) OR (paid w/3 amount*) OR reimbursement* OR "payment level*" OR "rate level*" OR (price w/3 elastici*)))
15	(("market share" OR "market presence" OR "market size" OR "market analysis" OR "market payer" OR "competitive position" OR "geographic scope" OR "geographic reach" OR compet*) w/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*))

Term No.	Term
16	("market share" OR "market presence" OR "market size" OR "market analysis" OR "market payer" OR "competitive position" OR "geographic scope" OR "geographic reach" OR compet*) w/10 (UHG OR UHC OR UMR OR client* OR customer*) AND ("OON" OR "out-of-network" OR "out of network" OR repric*)
17	((("transparency in coverage" OR "TIC Rule" OR "T.I.C. Rule") w/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 repric*))
18	("geograph* adjust*" OR "geograph* scop*" OR "geograph* reach*" OR "geograph* area*" OR "geograph* market*")
19	("Pacific Inpatient" OR "Pacific Inpatient Medical Group" OR PIMG OR "P.I.M.G." OR Scaccia OR "Frank Scaccia" OR Ayer OR "Dennis Ayer" OR Bachoua OR "4 Missing Peace" OR "4 Missing Peace Corps, Inc." OR "Missing Peace" OR "Rhodes-Levin" OR "Chris Laurence" OR "Ethan Ciment" OR Ciment OR "Chelsea Foot and Ankle" OR "Chelsea Foot")
20	((Availity OR AHIP OR "America* Health Insurance Plan*") AND ("strategic partner*" OR partner* OR strateg* OR Zelis))
21	((antitrust* OR anti-trust* OR "trade regulation*" OR "antitrust train*" OR "antitrust guid*" OR "antitrust polic*" OR "Sherman Act" OR "Section 1" OR "15 U.S.C. 1" OR "Clayton Act")
22	((("Zelis PPO*" OR "preferred provider org*" OR "PPO network*" OR "wrap network*" OR "rental network*" OR "supplement* network*" OR Stratose OR HFN OR Maverest OR MDN OR PPOPlus OR Qualident OR 4Comp) w/10 (compet* OR purchas* OR buy* OR bought OR payer* OR payor* OR OON OR "out-of-network" OR nonpar*))

Exhibit B

Plaintiffs' Search Term Proposal

Term No. ¹	Term
1	((acqui* OR merger* OR "joint venture*" OR licens* OR patent* OR develop* OR deploy* OR launch* OR affiliat* OR subsid* OR partner* OR owner* OR operat* OR manag* OR control*) w/10 (OON OR "out-of-network" OR "out of network" OR reprec* OR reimburs* OR Maverest OR EthiCare OR Rivet OR Stratose OR PHX OR "Pay-Plus" OR "Pay Plus" OR Truven OR Strenuus OR NetMinder OR RedCard OR "Sapphire Digital" OR PayerCompass OR PaySpan OR Medxoom OR Qualident OR HFN OR PPOPlus OR 4Comp))
2	((owner* OR operat* OR manag* OR acqui* OR merger* OR control* OR affiliat* OR subsid* OR partner*) w/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 OR PayerCompass OR Strenuus OR "Pay-Plus Solutions"))
3	((investor* OR creditor* OR lender* OR "earnings call*" OR conference*) w/10 ("OON" OR "out-of-network" OR "out of network" OR reprec* OR "claims pricing"))
4	((OON OR "out-of-network" OR "out of network" OR "OON pricing" OR "established reimbursement" OR "reference-based pric*" OR ERS OR RBP OR "fee schedule*") OR ((reprec* OR "claims pricing" OR pricing) w/3 OON)) w/5 (tool* OR technolog* OR methodolog* OR formula* OR algorithm* OR system OR model* OR benchmark* OR metric* OR guideline* OR polic* OR procedure* OR training* OR "loss adjustment*" OR budget* OR "artificial intelligence" OR "machine learn*" OR "auto* rout*" OR QuickReprice OR Network360 OR "Price Map" OR "Open Access Pricing" OR ZIPP)
5	((meeting* OR conference* OR forum OR retreat* OR invitation* OR agenda* OR minute* OR notes OR transcript* OR presentation* OR slide* OR recording* OR assignment* OR operat*) w/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"))))
6	((("Zelis Forum" OR "Zelis conference" OR "Zelis retreat" OR "client* confer*" OR "customer* confer*" OR "annual confer*" OR "Lost Pines" OR "Boca Raton" OR "payer* event*" OR "payor* event*") w/10 (OON OR "out-of-network" OR reprec* OR reimburs* OR meeting* OR invitation* OR agenda* OR minute* OR notes OR transcript* OR presentation* OR slide* OR recording* OR "room assignment*" OR "table assignment*" OR handout* OR poll*))

¹ Highlighting indicates the terms that differ across the parties' proposals.

Term No. ¹	Term
7	(((payer* OR payor* OR insurer* OR Aetna OR Cigna OR Elevance OR Humana OR UnitedHealth OR UnitedHealthcare OR UHG OR UHC OR UMR OR Meritain OR Anthem OR HealthScope) 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 reproc* OR reimbur* OR payment* OR "contractual information" OR "claims data" OR "competitively sensitive" OR "commercially sensitive" OR confid* OR proprietar*))
8	(((("payment level*" OR "rate level*" OR (allowed w/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 (share* OR disclos* OR distribut* OR exchange* OR provid* OR compar* OR benchmark*))
9	(((("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 (share* OR disclos* OR distribut* OR exchange* OR provid* OR compar* OR benchmark*))
10	((agreement* OR contract* OR proposal* OR offer* OR pitch* OR negotiation* OR amend* OR "statement of work" OR SOW OR MOU OR MOA OR LOI) w/10 ((payer* OR payor* OR insurer* OR Aetna OR Cigna OR Elevance OR Humana OR UnitedHealth OR UnitedHealthcare OR UHG OR UHC OR UMR OR Meritain OR Anthem OR HealthScope) AND (OON OR "out-of-network" OR "out of network" OR reproc* OR reimbur*))
11	(((bal* w/3 bill*) OR "gap bill*" OR "deficien* claim*" OR "claim deficien*") w/10 ("OON" OR "out-of-network" OR "out of network" OR reproc*)) 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*)
12	((provider* OR physician* OR doctor* OR dentist* OR hospital* OR clinic* OR practice* OR chiro* OR podiatr* OR therap*) w/10 (appeal* OR negotiation* OR renegotiation* OR adjudicat* OR reject* OR accept* OR disput* OR submit* OR parameter* OR adjust* OR retent* OR "initial payment offer*" OR "claims negotiat*" OR reprocess* OR "best and final" OR "negotiat* discount*" OR post-reproc*)) AND (OON OR "out-of-network" OR "out of network" OR reproc* OR reimbur*)
13	((analy* OR study OR studies OR report* OR projection* OR estimate* OR model* OR "price change*" OR "pricing trend*" OR "provider reaction*" OR "switch*" OR "Medicare" OR "Medicaid" OR "Tricare") w/5 ("OON" OR "out-of-network" OR "out of network" OR reproc* OR "claims pricing" OR (pricing w/3 OON) OR "OON pricing" OR "out-of-network pricing"))

Term No. ¹	Term
14	((analy* OR study OR studies OR report* OR projection* OR estimate* OR model* OR "price change*" OR "pricing trend*" OR "provider reaction*" OR "switch*" OR "Medicare" OR "Medicaid" OR "Tricare") w/10 ((allowed w/3 amount*) OR (paid w/3 amount*) OR reimbursement* OR "payment level*" OR "rate level*" OR (price w/3 elastic*)))
15	((("market share" OR "market presence" OR "market size" OR "market analysis" OR "market payer" OR "competitive position" OR "geographic scope" OR "geographic reach" OR compet*) w/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*))
16	((("market share" OR "market presence" OR "market size" OR "market analysis" OR "market payer" OR "competitive position" OR "geographic scope" OR "geographic reach" OR compet*) w/10 (UHG OR UHC OR UMR OR client* OR customer*) AND ("OON" OR "out-of-network" OR "out of network" OR reprec*))
17	((("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*))
18	("geograph* adjust*" OR "geograph* scop*" OR "geograph* reach*" OR "geograph* area*" OR "geograph* market*")
19	((("Pacific Inpatient" OR "Pacific Inpatient Medical Group" OR PIMG OR "P.I.M.G." OR Scaccia OR "Frank Scaccia" OR Ayer OR "Dennis Ayer" OR Bachoua OR "4 Missing Peace" OR "4 Missing Peace Corps, Inc." OR "Missing Peace" OR "Rhodes-Levin" OR "Chris Laurence" OR "Ethan Ciment" OR Ciment OR "Chelsea Foot and Ankle" OR "Chelsea Foot"))
20	((conspir* OR collud* OR coordinat* OR "information shar*" OR "data shar*") AND (Zelis OR payer* OR payor* OR insurer* OR Aetna OR Cigna OR Elevance OR Humana OR UnitedHealth OR UnitedHealthcare OR UHG OR UHC OR UMR OR Meritain OR Anthem OR HealthScope OR reprec*))
21	((know* OR knew* OR understand* OR recogniz* OR assess* OR evaluat* OR concern* OR role* OR responsib* OR assign* OR delegat* OR authori* OR control*) w/10 (OON OR "out-of-network" OR reprec* OR reimburs* OR "claims pricing" OR Zelis))
22	((Ingenix OR "Fair Health" OR FairHealth OR UCR OR "usual and customary" OR "usual, customary and reasonable" OR "reasonable and customary" OR "market rate*" OR "market price*") AND (OON OR "out-of-network" OR reprec* OR reimburs* OR pric* OR rate* OR benchmark* OR databas*))

Term No. ¹	Term
23	((Bain OR "Bain Capital" OR Parthenon OR "Parthenon Capital" OR Mubadala OR HarbourVest OR HarborVest OR Guidehouse OR "Office Ally" OR "private equity" OR investor* OR lender* OR board* OR director* OR advisor* OR adviser*) w/10 (Zelis OR control* OR leverag* OR steer* OR oblig* OR restrict* OR OON OR reprice* OR dictate))
24	((percent* OR amount* OR ceiling* OR cap* OR floor* OR threshold* OR limit* OR default* OR set* OR initial* OR original* OR "no more than" OR "no less than" OR "higher rate*" OR "lower rate*" OR "maximum allowable charge*" OR "allow* amount*" OR "reimburs* level*") AND (OON OR "out-of-network" OR "out of network" OR nonpar* OR non-contract* OR reprice* OR reimburs*))
25	("Payment Harmonization Index" OR PHI OR QuickReprice OR Network360 OR "Zelis Price Map" OR "Open Access Pricing" OR ZIPP OR "National Advantage Program" OR NAP OR "ClaimPass" OR "Claim Pass" OR "Supplemental Network Services" OR "Accelerated Pay" OR "AP Program" OR "Medical Reimbursement Analysis Services" OR "Professional Negotiation Services" OR PNS OR "Continuous Discount Agreement" OR CDA)
26	((performance w/10 (review* OR evaluat*)) OR promotion* OR bonus* OR incentiv* OR compensat* OR commission* OR disciplin* OR demot* OR resign*) AND (OON OR "out-of-network" OR reprice* OR reimburs* OR "claims pricing" OR saving* OR Zelis)
27	((profit* OR earning* OR revenu* OR income* OR EBITDA OR debt* OR credit* OR loan* OR financ* OR saving*) AND (Zelis OR OON OR "out-of-network" OR reprice* OR "claims pricing" OR payer* OR payor* OR insurer*))
28	((disput* OR appeal* OR adjudicat* OR submit* OR accept* OR reject* OR negotiat* OR renegotiat* OR parameter* OR adjust* OR retent* OR "initial payment offer*" OR "claims negotiat*" OR reprocess* OR "best and final" OR "negotiat* discount*" OR post-reprice*) AND (OON OR "out-of-network" OR nonpar* OR non-contract* OR reprice* OR reimburs*))
29	((Availity OR AHIP OR "America* Health Insurance Plan*") AND ("strategic partner*" OR partner* OR strateg* OR Zelis))
30	((antitrust* OR anti-trust* OR "trade regulation*" OR "antitrust train*" OR "antitrust guid*" OR "antitrust polic*" OR "Sherman Act" OR "Section 1" OR "15 U.S.C. 1" OR "Clayton Act"))
31	(("Zelis PPO*" OR "preferred provider org*" OR "PPO network*" OR "wrap network*" OR "rental network*" OR "supplement* network*" OR Stratose OR HFN OR Maverest OR MDN OR PPOPlus OR Qualident OR 4Comp) AND (compet* OR purchas* OR buy* OR bought OR payer* OR payor* OR OON OR "out-of-network" OR nonpar*))